



Daikin Applied Georgia  
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## Equipment Proposal

Prepared For: Dekalb Co Schools – Michael Burdette      Job Name: MLK Jr. High School LG VRF Replacement  
 Date: January 14, 2025  
 Prepared By: SL      Mechanical: Barrett, Woodyard & Associates  
 Plans Dated: 09/21/12      Eng:  
    Addendums: Addendum No.1  
 Terms: F.O.B Factory, Freight Allowed and Prepaid to first US destination, Taxes not Included.

We are pleased to provide equipment pricing for your favorable consideration and review regarding the above referenced project in accordance with the standard terms and condition of sale attached to this document.

### SCOPE of EQUIPMENT:

Qty:	Equipment Item:	Tag:
14	Daikin VRV EMERION Heat Recovery Systems	CU-A1A~CU-C2B
60	Daikin VRV Indoor Fan Coil Units	AHU-A1A-1~AHU-C2B-5

### EQUIPMENT DESCRIPTION:

#### Daikin VRV EMERION Heat Recovery Systems

Tags: See Above

Fourteen (14) Daikin VRV *VRV EMERION* heat recovery systems serving sixty (60) indoor fan coil units, including:

- (Qty. 1) 24.0-Ton *VRV EMERION* heat recovery outdoor unit
- (Qty. 3) 22.0-Ton *VRV EMERION* heat recovery outdoor unit
- (Qty. 2) 20.0-Ton *VRV EMERION* heat recovery outdoor units
- (Qty. 3) 18.0-Ton *VRV EMERION* heat recovery outdoor units
- (Qty. 3) 16.0-Ton *VRV EMERION* heat recovery outdoor units
- (Qty. 1) 14.0-Ton *VRV EMERION* heat recovery outdoor unit
- (Qty. 1) 10.0-Ton *VRV EMERION* heat recovery outdoor unit
  - single module units (from 6-20Ton)
  - IP55 rated sealed E-box for high dust & moisture protection
  - Built-in data recorder
  - Dual-fuel ready connectivity capability to Daikin gas furnace
  - Daikin HERO ecosystem (remote monitoring) compatibility
- (Qty. 4) 2' x 2' 4-way cassette fan coil units (FXZQ-TB)
- (Qty. 44) MSP Concealed Ducted Units (FXSQ-TB)
- (Qty. 2) HSP Concealed Ducted Units (FXMQ-TB)
- (Qty. 10) DC ducted concealed fan coil units (FXMQ-MV)
- Heat recovery technology with **simultaneous** heating **and** cooling capability
- ODU voltage: **460V/60Hz/3Ph**
- IDU & branch selector voltage: **208V/60Hz/1Ph**
- Outdoor coil pre-charged with R410A refrigerant
- 4-sided wrap-around outdoor coil
- Daikin variable refrigerant temperature technology (**VRT**)
  - 34% lower footprint, 34% wiring costs reduction & 30% efficiency increase compared to previous series (only on **Emerion**)
- Inverter compressor capacity control coupled with outdoor inverter fan motors for superior part load performance
- Continuous heating during defrost capability with single module (**from 16-20T**) only on **Emerion**
- Advanced diagnostics – self-diagnostic, auto-checking function will detect malfunctions



#### Options & Accessories Included:

- Daikin intelligent touch manager (iTM- centralized controller)
  - **BACnet@ Server** Gateway option for BMS integration
  - *Web accessibility – email alert functions*
  - *D3net Plus adapter for groups expansion*

- Wired navigation remote controllers (*local thermostat*)
- Filter rack & filters for ducted units
- Decoration panel for cassette units
- External condensate lift pumps for ducted units
- Branch selector boxes with closed pipe kits
- Hail guard for outdoor units
- **REFNET** joint fittings & outdoor unit multi-connection kit
- Isolation ball valves **downstream of branch selector boxes per indoor units**
  - *2 per indoor unit with schrader fitting*
- **Factory startup support**

**Warranty:**

- **10-year** limited unit parts warranty
- *Does not include troubleshooting or labor*

**Items Not Included:**

- Continuous heating during defrost capability with single module (**6-14Ton**)
- Refrigerant leak detectors
- Humidity sensors
- Field labor
- Global ionization or other Air treatment devices
- Spare filters or isolation ball valves – by others
- Mounting curbs, rails, pads, big foot stands, or vibration isolation
- Smoke detectors & Insulations
- Refrigerant line sets & additional refrigerant – *for additional required field charges see the VRV Report for each system*
- **Disconnect** switches – *by Div.26 or by electricians*
- Any wiring
- **Field labor**
- Installation

**PRICING INFORMATION (TAXES NOT INCLUDED):**

Priced in accordance to Daikin’s standard terms & conditions. Any additional requirements may have pricing and/or lead time impact.

**Total .....\$582,900.00**

**NOTE: PLEASE ADD 3% IF UTILIZING OMNIA CONTRACT FOR PURCHASING PROCUREMENT**

***Due to the current market situation, this price is valid for 30 days. All items must be approved & released for construction with a valid Purchase Order within this timeframe. If a longer timeframe is needed, please contact your Sales Representative.***

Thank you for your consideration of Daikin equipment for this project. Your interest in Daikin equipment and services is greatly appreciated. If you have any questions, or if I can be of further service, please do not hesitate to contact me at **770-510-8715**

Sincerely,

**Jason Peck**

**DAIKIN APPLIED AMERICAS INC.**  
**Terms & Conditions of Sale (North America)**

**1. Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company offers to sell the materials, equipment or services indicated, including but not limited to those products sold under the brand name Daikin only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

**2. Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

**3. Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

**4. Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

**5. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

**6. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

**7. Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

**8. Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

**9. Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

**10. Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF

ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than as published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

**11. Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

**12. Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

**13. Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

**14. Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

**15. Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.