



Central Offices
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

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1780 Montreal Road
Tucker, GA 30084



Technical Support Program
For
DEKALB COUNTY SCHOOL'S
INTREO
BUILDING AUTOMATION SYSTEM

Proposal #: 2-JM-007
March 2025
Renewal March 2026

CONTROL CONCEPTS, LLC

3550 North Parkway, Suite 100
Cumming, GA 30040
(770) 888-0181





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EXECUTIVE SUMMARY

DeKalb County Schools currently have **INTREO®** Energy Management Systems controlling their HVAC equipment in all of their school facilities throughout the county (See Maintained Sites). Currently, DeKalb County Schools partners with CCI to help effectively manage, operate, and maintain their buildings. The Energy Management System controls the Heating, Ventilation & Air Conditioning Systems which include the Central Plants, Air Handling Units, Roof Top Units and terminal units throughout each facility. In addition, the EMS System monitors instantaneous energy usage and performs appropriate load shedding strategies.

CCI's focus will be partnering with the *DeKalb County School District* and protecting their assets and investments. Our Preventative Maintenance program will accomplish this goal and maintain the integrity of these systems by anticipating potential problems which could arise before they affect the operation of the building. This service agreement will also serve to assist *DeKalb County System Operators* to more effectively manage, operate, and maintain these critical facility systems. We look forward to being an extended resource to your staff for Energy Management System needs as well as Integrated Security System needs.

The following items are some key benefits of utilizing a Preventative Maintenance Technical Support Program with Control Concepts, LLC:

1. Utilization of this service agreement will minimize disruption to the day-to-day operation of the school facilities by maintaining your BAS system and reducing system failures
2. CCI will provide annual **operational system checks via front-end**.
3. CCI will provide additional **Owner/Operator training and support** within the hours included in this agreement to ensure that the system is operating at its peak thereby maximizing the proficiency of the system.
4. **Four hundred eighty (480)** hours annually, have been included for either **on-site or remote support** to be utilized to support DeKalb County staff on an as-needed basis.
5. CCI will provide system maintenance checkups, component testing, software upgrades, loop tuning and calibration in order to protect the current investment in the Building Management System.
6. CCI will provide **emergency responses** for emergencies at a guaranteed response time for on-line and over-the-phone response to ensure that the building's service needs are met.
7. CCI will provide **Owner/Operator training and support** within the hours included in this agreement to ensure that the system is operating at its peak thereby maximizing the proficiency of the system.
8. **Discounted labor and material rates** are included within this agreement for services required outside of this service support agreement.
9. CCI will provide a means of improving budgeting/forecasting for planned maintenance expenses.
10. By utilizing this service contract, internal staff will be allowed to focus on business-oriented/strategic projects.
11. Ease of budget preparation by drastically eliminating unforeseen maintenance costs.
12. Continuing to provide occupant comfort levels which will result in increased staff productivity.
13. CCI's Technical Support Program addresses and meets the specific needs, goals and objectives for DeKalb County Schools. In short, it provides the vehicle for DeKalb County Schools to realize the objectives and benefits of the DDC systems and this program in each school.

Control Concepts is dedicated to working in close partnership with the DeKalb County School System to meet the needs/objectives of the Technical Support Program and fulfill our commitment to support your system for the life of your facilities while making your buildings work efficiently.



SERVICE-CORE VALUES

The Corporate Core Values for **Control Concepts, LLC** defines the pride we take in our customer relationships. These Values include:

- Act with Honesty and Integrity
- Show Respect for ALL Stakeholders
- Exceed Customer Expectations
- Seek “Win-Win” Solutions
- Demonstrate Spirit and Drive
- Pursue Innovation
- Achieve Premier Safety Performance
- Commit to Energy Efficiency
- Communicate Openly
- Impact Our Community Positively
- Think National. Act Local

We are a Service Oriented Company, dedicated to supporting our customers. Our goal is to partner with you in providing and maintaining building systems and equipment services that helps you to accomplish your goals. We understand the commitment in which investments are made into a portfolio of buildings in an effort to reduce energy and operational costs. We want to be a dependable partner of your facilities team to assure that these investments are protected and maintained. We look forward to continuing to be a partner that “makes a difference” for you and your facility.

OUR SERVICE APPROACH:

CCI has a service team that is dedicated to the on-going partnership with our customers. It is through service support that we build upon and strengthen our relationships with customers. It is important for us to understand your facility goals, operational challenges and needs, as well as understand your business to the extent of understanding the impact that facility operations has to your success. We understand this takes time and we are committed to listening, learning, and making a difference that provides value for each and every one of our customers. We believe that consistent, open communication with our customers is imperative to ensure their specific needs continue to be met. All of this happens through a partnership where the customer is valued from the start and “we” as the service provider, work to be valued by our customers.



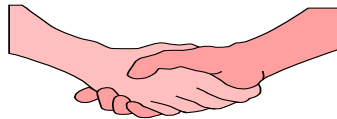
PROGRAM IMPLEMENTATION

Control Concepts understands that proper implementation of a Technical Support Program is critical to ensuring that the HVAC equipment in each building is operating at peak efficiency and the Owner's investment is protected. To achieve this goal, Control Concepts has a committed Project Team.

PROJECT TEAM

The objective of your Control Concepts Team is to achieve your 100% satisfaction. Unity and cooperation among both of our teams is vital to the success of this Technical Support Program. This joined team will work together to give you the highest quality service.

The Program Cooperative Team is shown on the following organization chart.



Control Concepts, LLC Team Members

Paul Bowman

Service Manager

Jeff Morrison

Sr. Executive Account Director

Blake Densmore

Operations Manager

Mike Peeler

Service Project/Account Manager

Dan Steinkuehler

Service Specialist/Programmer

Traci Vanvalkenburg

Service Coordinator

Darren Smith

New Construction Specialist/Programmer

Chris Holt

Programmer/Technical Supervisor

DeKalb County School System Team Members

Mr. Erick Hofstetter

Chief Operations Officer

Mr. Bobby Moncrief

Director of Facilities

Mr. Michael Burdette

District HVAC Manager

Control Concepts desires a Partnership Relationship with our Customers that will last for the lives of their buildings.



TECHNICAL SUPPORT PROGRAM

ACCOUNT MANAGEMENT & EMERGENCY RESPONSE

ACCOUNT MANAGEMENT

Account Management.

CCI will provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies and implement the quality assurance program.

Quality Assurance and Service Review:

The assigned account manager and/or project manager will meet with DeKalb County Schools Maintenance Representative *quarterly* to review accomplishments, concerns, additional needs, etc. Open communication and up to date information will assure the success of our partnership with DeKalb County Schools as well as being assured the goals of DeKalb County Schools are being met.

EMERGENCY SERVICES

Response Window-Monday through Friday, nine (9) Hours per Day:

CCI will provide emergency service between 8 am – 5 pm, Monday through Friday, nine (9) hours per day to minimize downtime. Emergencies will be determined by DeKalb County Maintenance Personnel and Control Concepts, LLC.

Emergency On-Site Response: CCI will provide this service between normally scheduled service calls and respond with the next available technician for critical emergencies or CCI will schedule appropriately for non-critical requests for corrective maintenance during the emergency call window specified.

On-Line Response: CCI will respond via phone or online within two (2) hours to requests for corrective maintenance during the emergency call window specified above, provided a connection is available. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, we will be on-site with the next available technician within the response time noted above. Additional service will be billed at our prevailing TSP Customer labor rates. (See rate schedule in APPENDIX B).

Note: *Emergency Services will be either applied to the bank of hours included within this agreement or will be billed at the discounted labor rates attached.*



SOFTWARE SERVICES

Annual Integral iNTREO® Software Updates:

This service is included with this proposal. We will provide and install software updates to maintain or improve present performance within the functional capabilities of your system. These updates occur approximately annually. Changes in software platform or operating system are not included. We will provide software documentation updates as they become available.

iNTREO®/N4 Software License:

iNTREO®/Niagara Annual Maintenance licensing has been included this covers the cost of the SMA for each year of the service agreement.

System Software Analysis & Verification:

Through System Software Analysis & Verification, we will ensure that the HVAC Control System is operating properly to minimize any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in override. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services.

Integral iNTREO® Graphics Creation:

We will create or modify up to two (2) iNTREO® graphics per year in order to ensure that the software interface continues to meet your needs. Labor for this will be deducted from the overall labor hours included within this agreement.

Integral iNTREO® Graphics Backup:

We will back up the iNTREO® graphics database one (1) time per year. In the event of hardware failure, we will reload the graphics database and system file from current backup copy. Labor for this will be deducted from the overall labor hours included within this agreement.

System File Backup:

We will back up each system controller (Network Manager) and system file one (1) time per year. In the event of DeKalb County School Maintenance Personnel loss, we will reload the database from our current backup copy.

Field Panel Database Diagnostics:

We will perform field panel diagnostics, analyze the results and make recommendations to optimize building control performance within the functional limits of your system.

Annual Remote Inspections:

We will an annual remote inspection of each site and report and/or repair any deficiencies that we see at each site any deficiencies and/or recommendation to optimize building control performance. This may be done periodically throughout the year for individual sites.

ON-GOING TRAINING

On-Site Training:

CCI will provide operator training and support to maximize the proficiency and efficiency in operations of the Energy Management System. While on-site, we will utilize the controls system to review and demonstrate specific operational methodology to provide the DeKalb County Schools Maintenance team with an efficient and effective operational approach for day-to-day operations and progress to more in-depth pro-active maintenance operations. In addition to the specific training hours included and noted above, DeKalb County Schools Maintenance Personnel may utilize the "bank of hours" included in this agreement for support labor for additional training if so desired.

Owner Directed / Technical Support Hours and Material Flex Dollars:

Control Concepts, LLC will provide remote and/or on-site support for DeKalb County Schools. These hours may be used for troubleshooting and diagnostics to support your on-site staff in problem resolution, training, or task completion. This “bank” of hours provides DeKalb County Schools maintenance personnel the flexibility to utilize these hours throughout the course of the year as needed.

- **A total of four hundred eighty (480) hours annually** is included for remote or on-site support for DeKalb County Schools. These hours will be applied to this agreement at a minimum of 2-hour increments for phone support or 4-hour increments for on-site support. Any after-hours / OT hours are required, these hours would be applied to the “bank of hours” at a rate of 1.5 or 2 times (whichever is applicable).

Material “Bank”

- The following material dollars have been included annually for material & miscellaneous licensing
✓ Year 1: \$10,000.00

*Note, If repair material dollars are not used by the end of the term, CCI will order **INTREO®** material for DeKalb County Schools to stock as spare parts. Material will need to be ordered prior to the term expiration.*

Preventive Maintenance Coverage (Included):

If a DDC component is not covered under the comprehensive plan then CCI shall provide to the owner a separate proposal for what is required or can perform the work on a Time & Material basis with owner approval. Upon authorization by the customer, the repairs and/or corrective actions will be performed and will be billed in accordance with our Labor & Material pricing included later in this agreement. We will recommend upgrading equipment by systematically modernizing existing components as may be necessary in our judgment.

Preventive Maintenance Services:

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. Equipment tasking and frequency of the preventive maintenance tasks are provided in the appendices. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Documentation of Services Provided:

We will document each on-site service call and furnish you with a copy showing time, date, and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

- CCI will provide a service ticket that will include a detailed summary of the tasks performed, any needed follow-up items (for CCI), as well as hours worked.

CURRENT CUSTOMER TSP RATES:

See Appendix B for TSP Customer Labor Rates.

PREVENTATIVE MAINTENANCE

PREVENTATIVE MAINTENANCE ROUTINE FOR DDC SYSTEM

System Preventive Maintenance: We will perform **an annual** or **once (1) a year** preventive maintenance routine in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location, and the manufacturer's recommendations. (This service will be done when no immediate need is expressed by DeKalb County personnel). We have estimated the amount of time that it will take to do this pm visit for each facility. If other items are to come up, CCI will prioritize the appropriate items for said facility to take advantage of the time remaining of the allotted **four hundred eighty (480)** hours for onsite support throughout the year. All effort will be made to complete the checkout list on the next scheduled visit. Please note that if CCI is tasked with utilizing the allotted onsite hours for additional issues that may come up, these PM's may not get completed in that yearly cycle.

- Our Technical Support Programs' success is critically dependent upon the consistent performance of essential system software and hardware maintenance.
- Our proposal includes on-site technical support by an experienced, factory-trained service specialist on an annual basis.
- The system specialist's responsibilities can include the following tasks:
 - Check system for any communication failures
 - Check for alarm areas.
 - Check for nuisance alarms and make necessary adjustments
 - Implement requested program changes.
 - Make requested graphic changes.
 - Provide assistance, additional training and support for personnel who will be responsible for operating and maintaining the building.

Annual Workstation Server

Our technician will perform the following annually for the county server for each system.

- Clear alarm database
- Back up individual site databases (annually)



PRICING SUMMARY

TECHNICAL SUPPORT PROGRAM PRICING SUMMARY

By and Between:

Control Concepts, LLC.

3550 North Parkway

Suite 100

Cumming, GA 30040

DeKalb County Schools

Sam A Moss Services Center

1780 Montreal Road

Tucker, GA 30084

Control Concepts shall provide services and maintenance for one hundred thirty-five (135) facilities at DeKalb County School System's **iNTREO®** Energy Management Systems. See Appendix A.

Duration: This agreement is approved for only one (1) year from April 1, 2026 thru March 31, 2027. This agreement will be reviewed prior to renewal and submitted to DeKalb County Board of Education for review and annual approval.

Services Provided:

CCI will provide the following services to DeKalb County Schools as outlined within this agreement. In summary, the following services will be provided by CCI to DeKalb County on a monthly basis as noted:

- Service Account Management: 4 hours per month
- Online Support: 8 hours per month
- Onsite Support: 32 hours per month

Materials will be billed as utilized at automation material rates.

Services will be provided from April 1, 2026, through March 31, 2027:

<u>Coverage Period</u>	<u>Term Pricing</u>	<u>Invoicing</u>
April 1, 2026 through March 31, 2027	\$ 98,880.00/year	\$ 8,240.00/monthly

ALL SERVICES WILL BE INVOICED AT THE END OF THE MONTH IN WHICH THEY ARE RENDERED.

* Monthly payment option is payable one month in advance against invoice, NET 30 days.

Proposal accepted by:

Proposal submitted by:

**Jeff Morrison
Control Concepts**

Signature

Date

Signature

Date

Approved for Control Concepts by:

**Paul Bowman
Control Concepts**



Signature



Date

APPENDIX B

LIST OF MAINTAINED SCHOOL SITES

ELEMENTARY SCHOOLS

- | | |
|----|--|
| 1 | Ashford Park |
| 2 | Allgood ES |
| 3 | Austin |
| 4 | Avondale |
| 5 | Barack H. Obama/Gresham |
| 6 | Bob Mathis |
| 7 | Briar Vista |
| 8 | Briarlake |
| 9 | Brockett |
| 10 | Browns Mill |
| 11 | Canby Lane |
| 12 | Carey Reynolds |
| 13 | Cedar Grove |
| 14 | Chapel Hill |
| 15 | Chesnut |
| 16 | Columbia |
| 17 | DeKalb School of the Arts |
| 18 | Doraville United |
| 19 | Dresden |
| 20 | Dunaire |
| 21 | Dunwoody |
| 22 | Early Learning Center |
| 23 | E.L. Miller |
| 24 | EL Bouie Edward L. Sr. Theme |
| 25 | Evansdale |
| 26 | Fairington |
| 27 | Fernbank |
| 28 | Flat Rock |
| 29 | Flat Shoals |
| 30 | Hambrick |
| 31 | Hawthorne |
| 32 | Henderson Mill |
| 33 | Hightower |
| 34 | Huntley Hills |
| 35 | Idlewood |
| 36 | Indian Creek |
| 37 | International Community School (@Medlock Facility) |
| 38 | John Lewis |

ELEMENTARY SCHOOLS Cont...

39	Jolly
40	Kelley Lake
41	Kingsley
42	Kittredge
43	Laurel Ridge
44	Livsey
45	Marbut
46	MLK ES
47	McLendon
48	Midvale
49	Montclair
50	Montgomery
51	Murphey Candler
52	Museum School of Avondale Estates
53	Nancy Creek
54	Narvie Harris
55	Oak Grove
56	Oak View
57	Oakcliff
58	Panola Way
59	Peachcrest
60	Pine Ridge
61	Pleasantdale
62	Princeton
63	Rainbow
64	Redan
65	Robert Shaw
66	Rock Chapel
67	Rockbridge
68	Ronald E. McNair Discovery Learning Academy
69	Rowland
70	Sagamore Hills
71	Shadow Rock
72	Smoke Rise
73	Snapfinger
74	Stone Mill
75	Stone Mountain
76	Stoneview
77	Toney

ELEMENTARY SCHOOLS Cont...

78	Vanderlyn
79	Wadsworth
80	Woodridge
81	Woodward
82	Wynbrooke

MIDDLE SCHOOLS

1	Bethune Mary McLeod
2	Cedar Grove
3	Chamblee
4	Champion
5	Chapel Hill
6	Columbia
7	Druid Hills
8	Freedom
9	Henderson
10	Lithonia
11	McNair
12	Miller Grove
13	Peachtree
14	Redan
15	Salem
16	Sequoyah
17	Stephenson
18	Stone Mountain
19	Tucker

HIGH SCHOOLS

1	Arabia Mountain
2	Cedar Grove
3	Chamblee Charter
4	Clarkston
5	Columbia
6	Cross Keys
7	DeKal School of the Arts High School/Avondale HS
8	DeKalb HS Tech South
9	Druid Hills

- 10 Dunwoody
- 11 Elizabeth Andrews
- 12 Lakeside
- 13 Lithonia
- 14 McNair, Ronald E. High School
- 15 Miller Grove
- 16 MLK Jr.
- 17 Redan
- 18 Southwest DeKalb
- 19 Stephenson
- 20 Stone Mountain
- 21 Towers
- 22 Tucker

CENTERS

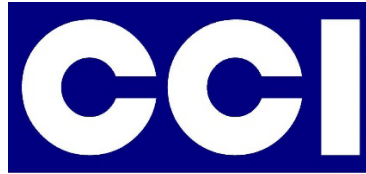
- 1 Coralwood Diagnostic
- 2 East campus I/DeKalb Alternative
- 3 Fernbank Science Center
- 4 Margaret Harris Comprehensive School

ADMINISTRATIVE FACILITIES

- 1 Mountain Industrial Center
- 2 Doraville Administrative
- 3 East Campus II/Transportation
- 4 Green Forrest Drive Facility
- 5 Hatton Drive Facility
- 6 Panthersville Administrative
- 7 Sam Moss Service Center
- 8 Silver Hill Annex/Old Smoke Rise
- 9 WBBC



APPENDIX B



3550 North Parkway, Suite 100
Cumming, GA 30040

Labor Rates

(For T&M work performed outside of the scope of an active Service Agreement)

EFFECTIVE DATE: JANUARY 1, 2026

Labor Type	Non - Service Agreement		Service Agreement	
	Regular	Overtime	Regular	Overtime
Onsite Specialist (Automation & Security)	\$205.00	\$307.00	\$154.00	\$232.00
Online / Software Specialist (Automation)	\$247.00	\$375.00	\$188.00	\$281.00
Engineer	\$237.00	\$356.00	\$179.00	\$268.00
Project Management / Supervisor	\$237.00	\$356.00	\$179.00	\$268.00
Electrician	\$188.00	\$281.00	\$140.00	\$209.00
Mileage Rate	\$1.05	\$1.05	\$0.88	\$0.88

*Rates are subject to change.

Minimum Online Service Charge: Service for on-line support will incur a minimum two (2) hour labor charge at the appropriate rate.

Minimum Onsite Service Charge: Service involving travel to the customer site will incur a minimum four (4) hour labor charge plus a trip charge at the appropriate rate.

Trip Charge: Onsite service calls within a 50 mile radius of Atlanta's City Hall will be limited to a mileage charge of \$40.00. Outside of that 50 mile radius, the above mileage rates will apply. Mileage charge is based on total miles round trip from Atlanta's City Hall.

Overtime: Overtime is considered any time worked outside normal business hours (M-F 8:00 am to 5:00 pm) and are billed at one and a half times the applicable regular rate. Sunday/Holiday hours are billed at double the applicable regular rate.

Automation Material Rates: Customers with an active Service Agreement will benefit from a 50% discount off standard list pricing of **iNTREO** products. Customers without a Service Agreement will receive a 30% discount off standard list pricing of **iNTREO** products.

If services are performed at your request and inspection does not reveal any defect for which we are liable under authorization, you shall be charged at the contracted rates.

Service Call Protocol:

Service Requests (24 hrs/day, 7 days/week)

Service Dispatch Direct: [678-341-2692](tel:678-341-2692)

If the call is for phone or on-line support, the call will be directed to our in-house technician (during normal business hours). After normal business hours, our on-call technician will be notified to contact you. If an on-site visit is required, the need for emergency service or next day service will be determined.

If on-site emergency service is needed, Hall County Schools should relay this need to our service coordinator to dispatch a technician to be on-site.

For non-emergency service requests, you may call the Service Dispatch number above or send a service request via email to the email below.

Service Department Email: Service@intreo.com



TERMS AND CONDITIONS

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Control Concepts LLC (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Georgia; and, to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the services furnished by it and covered by this proposal are free from defects workmanship under normal service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. **SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF EQUIPMENT AND PARTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY IF THE MATERIALS IN OR WORKMANSHIP IN EQUIPMENT AND PARTS, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.
11. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
13. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.