
Trane U.S. Inc.

Address:
10300 Springfield Pike
Cincinnati, OH 45215
License: 47726

Phone: 513-771-8884

Fax: N/A

VENDOR/SUB PO
No. N400092341
(Use this number on invoice)

TO: National Tab
1329 E Kemper Road, Suite 4210
Cincinnati, OH 45246

DATE: 12/29/2025
PROJECT: PID00138433
JOB: Clinton County Jail Controls

ATTN: Stephan Gabbert

COMPLETION DATE: 12/29/2025

WORK AT

Clinton County Jail
1645 Davids Drive
Wilmington, OH 45177

BILL TO

Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215
Email invoice to Angela Ralstin
angela.ralstin@trane.com

TERMS:
SHIP VIA:

DESCRIPTION

- Balance total airflow for (53) VAVs.
- Provide one (1) year warranty on workmanship and materials.
- Provide all means necessary to maintain schedule.
- Provide site supervision.
- Adhere to safety per OSHA Standards and Trane EHS guidelines.
- Provide daily and final cleanup.

Unit Cost:	\$
Unit Tax:	\$
Lump Sum:	\$
Lump Tax:	\$
Freight:	\$
Total:	\$5,295.00

Contracted By:
National Tab

Signed: _____

By:

Date: _____

Contracted By:
Trane U.S. Inc.

Signed: _____

By:

Date: _____



1.0 Price The price for the Services shall be the price stated in this Agreement and shall include all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the provision of Services to Buyer hereunder and any such taxes shall be clearly identified on an invoice provided by Supplier to Buyer.

1.1 Best Price Supplier will not sell the Services to others at a lower price than that provided to Buyer. If at any time Supplier offers a lower price or a discount on the Services to any other entity, then Supplier shall immediately offer such more favorable terms to Buyer. If during the term of the Agreement, Buyer presents Supplier with a price offer lower than that in this Agreement under the same terms and conditions, then Supplier shall have the option of meeting such offer. If Supplier chooses not to meet the offer, Buyer may elect to terminate its obligations under this Agreement upon 30 days written notice. Buyer will have reasonable audit rights of Supplier's books and records to ensure compliance.

1.2 Invoices and Payment Payment terms shall be on the next scheduled twice-monthly payment date seventy-five (75) days following the date of Buyer's receipt of an acceptable invoice. All invoices must contain the following information: Agreement number, description of Services performed, location, quantities, and unit prices and any other information as requested by Buyer. Payments of invoices do not constitute acceptance of the Services. Buyer has the right to reduce and set-off against amounts payable to Supplier any indebtedness or other claims which Buyer may have against Supplier however and whenever arising.

2. Delivery and Delays The Services will be delivered to Buyer on the scheduled delivery date(s). Specific requirements regarding delivery of the Services will be detailed in Attachment A or other document. Delivery is not complete until Services have been actually performed and accepted by Buyer. The obligation by Supplier to meet the delivery date(s) is of the essence in this Agreement. The Services are subject to Buyer's inspection and approval within a reasonable time after delivery, notwithstanding any prior payment. Buyer, without prejudice to any other rights or remedies, has the right to reject improperly performed Services and, at Supplier's risk and expense require Supplier to take all necessary steps to complete the proper performance of the Services. Buyer may at its option require Supplier to grant a full refund or credit to Buyer, in lieu of correction, with respect to any Services so rejected.

3. Warranties In addition to any other warranty provisions, Supplier warrants that all Services sold to Buyer will be (a) performed in good, professional and workmanlike manner and (b) in compliance with Buyer's written rules and policies.

4. Indemnification Supplier covenants and agrees at all times to protect, defend, hold harmless and indemnify Buyer and its directors, officers, employees, successors and assignees from and against any and all losses, costs and expenses, and from and against any and all claims for loss, damage or injury and from and against any suits, actions or legal proceedings of any kind brought against Buyer, or such other parties, by or on account of any person, persons, or entities, or on account of any injuries received or sustained by any person, persons, or entities in any manner (howsoever arising, including without limitation, by reason of negligence or breach of warranty), directly or indirectly caused by, incident to, or growing out of breach of this Agreement or performance of the Services hereunder. Without limiting the foregoing, such indemnification shall specifically include Supplier's indemnification of Buyer against any claims arising from sales and use taxes, employment, benefits, or tax issues related to any employee, independent contractor, or other Supplier personnel. Supplier further agrees to take upon itself the settlement of all such claims and the defense of any suit, suits or legal proceedings of any kind brought to enforce such claim or claims, and to pay all judgments entered in such suit, suits or legal proceedings, and all costs of attorneys fees or other expenses. Supplier shall not consummate any settlement without Buyer's prior written consent. Supplier's covenants of indemnity herein will continue in full force and effect notwithstanding the termination or expiration of the Agreement.

5. Changes Buyer has the right, upon written or electronic notification to Supplier, at any time prior to the performance date of the Services to make changes in designs, time and place of performance and nature of the Services.

6. Cancellation/Termination In addition to its other rights, Buyer reserves the right to cancel this Agreement without further cost or liability if Supplier breaches any of the provisions hereof or if Supplier becomes insolvent or the subject of any proceeding under the law relating to bankruptcy or the relief of debtors. Buyer further reserves the right to terminate this Agreement at any time prior to completion of the Services for the sole convenience of the Buyer. Supplier shall be paid for Services rendered up to the date of Notice of Termination from Buyer.



7. Assignments Supplier shall assign no right or interest in this Agreement without the written permission of the Buyer. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes and will be grounds for immediate termination of this Agreement by Buyer. Supplier will remain liable for performance notwithstanding Buyer's approval of an assignment. Any person or entity to which this order is assigned pursuant to the provisions of Bankruptcy Code 11 U.S.C., Section 101 et seq., will be deemed without further act or deed to have assumed all of the obligations arising under the Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Buyer an instrument confirming such assumption. The rights and obligations of Buyer under this Agreement may be assigned to or performed by any Affiliate of Buyer at any time and from time to time. For purposes of this assignment paragraph only, an Affiliate is an entity controlled by, in control of, or under common control with Buyer.

8. Buyer's Property All tools, equipment dies, gauges, models, drawings or any other materials including any intellectual property and or source code furnished by the Buyer to Supplier or made by Supplier for the purpose of this Agreement or paid for by the Buyer and all replacements thereof and materials fixed or attached thereto, will be and remain the property of the Buyer and are to be used by the Supplier solely to fulfill Supplier's obligations under this Agreement. All Buyer's property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Supplier as "property of Trane U.S. Inc.", will at Supplier's expense be safely stored (separate and apart from Supplier's property whenever practicable) and will be kept free of all liens, claims, encumbrances and interests of third parties. Supplier will not substitute any property for Buyer's property, will not deliver or make available to any third party any of Buyer's property or any property or products developed, manufactured or created with the aid of Buyer's property. Upon termination of this Agreement or upon the written request of Buyer at any time, Supplier will prepare all Buyer's property for shipment and deliver such property to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted. Buyer has the right, at all reasonable times, upon prior notice to enter Supplier's premises to inspect any and all Buyer's property or products manufactured, developed or created with the aid of any of Buyer's property. Supplier has such responsibility for all Buyer's property as is chargeable to Supplier by law by reason of its position as a bailee.

9. Confidential And Proprietary Information All written or oral information of a proprietary, intellectual or similar nature, relating to the disclosing party's business, projects, operations, methods of production, activities or affairs, whether of a technical or financial nature or otherwise (including, without limitation, pricing, documentation, agreements, reports, financial information, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, data, configuration, software, source code, reports, interpretations, forecasts and other technical or business information, whether concerning the disclosing party's businesses or otherwise is "Buyer's Confidential Information." Supplier agrees that Buyer's Confidential Information will not be disclosed to others nor used for any purpose other than in connection with this Agreement. If any of Buyer's Confidential Information is provided to Supplier for use in performance of the Services, Supplier shall promptly return the same to Buyer upon termination of this Agreement or at any time upon request of Buyer. The obligations under this paragraph will survive the cancellation, termination, or completion of this Agreement. Any unpatented knowledge or information concerning Supplier's Services, methods, or manufacturing processes which Supplier may disclose to Buyer incident to the performance of this Agreement, unless specifically agreed to in writing, will be deemed to have been disclosed as part of the consideration for this Agreement, and Supplier agrees not to assert any claim against Buyer by reason of Buyer's use or alleged use thereof, and if this Agreement involves experimental research or development work paid for by the Buyer, Supplier agrees to grant to Buyer an irrevocable and exclusive and royalty-free license to make, have made, use and sell any inventions resulting from any work hereunder.

10. Use of Name; Advertising Supplier shall not use Buyer's name, logo, trademark or any other proprietary information for any purpose whatsoever, including but not limited to any advertising, without Buyer's express prior written approval.

11. Federal Requirements The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit



discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government’s payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

12. Remedies Cumulative Buyer’s remedies are cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach does not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or Services or payment thereof does not waive any breach.

13. Titles/Liens Title to all products and Services for which Buyer has paid fully or in part shall vest in Buyer immediately upon receipt and acceptance by Buyer. Supplier will pay for labor, other services, materials, equipment, parts, and all other expenses incurred by it in connection with meeting Supplier’s obligations under this Agreement, and will indemnify and defend Buyer against all claims and liens arising out of Supplier’s unpaid accounts.

14. Insurance Supplier represents that it has and will maintain the following types and amounts of insurance coverage and that Buyer is an additional insured on all such coverage (excluding workers compensation):

1 Worker’s Compensation	Statutory
2 Employer’s Liability	\$1mm
3 Comprehensive	
General Liability (including blanket contractual liability):	\$1 mm each person
Bodily Injury:	\$1 mm each occurrence \$2 mm aggregate
Property Damage, Broad Form	\$1 mm each occurrence OR \$2 mm comprehensive
Personal Injury	single limit

4 Comprehensive Automobile	
Liability:	\$1 mm each person
Bodily Injury:	\$1mm each occurrence
Property Damage	\$1 mm each occurrence
Professional Liability Insurance	\$1,000,000 aggregate
5 (If applicable check here <input type="checkbox"/>)	\$2,000,000 aggregate if Services include design services.

Supplier will notify Buyer immediately upon any change to the requirements of this section and will furnish a certificate of insurance reflecting such coverage to Buyer and (with the exception of Worker’s Compensation and Professional Liability Insurance coverage) an endorsement naming Buyer as an additional insured.

15. Ethical Business Conduct Buyer is committed to a policy of fair, honest and ethical business practices and conduct, and to full compliance with all applicable laws and government regulations, and Buyer requires every employee and affiliate in every area of business activity to meet extremely high standards of conduct. Adherence to the foregoing policy is an essential term and condition of this Agreement and of every contract or agreement to which Buyer is a party. For purposes of this Section only, “Supplier” shall include any family member[s] of Supplier’s key personnel. By its signature hereby Supplier agrees to and accepts the foregoing policy as a governing principle of this Agreement. Supplier represents, covenants and warrants to and with Buyer that Supplier and all subcontractors of Supplier are in full compliance with the Anti-Kickback Act of 1986 (“The Act”). Supplier further agrees to indemnify and hold harmless Buyer and its affiliates and their respective directors, officers and employees from any violation of The Act by Supplier or any subcontractors of Supplier. Supplier has not and will not offer to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer by influencing such person with respect to the price, terms, conditions, or performance of purchases from Buyer. Any breach of this provision will be grounds for termination of this Agreement.

16. Governing Law THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED ACCORDING THE LAWS OF THE STATE IN WHICH THE BUYER’S OFFICE ISSUING THIS PURCHASE ORDER IS LOCATED.



17. No Partnership or Joint Venture Nothing in any purchase Agreement is intended to or shall be deemed to create a partnership or joint venture between the parties. Each party is an independent contractor. Except for the performance and payment obligations contained in this Agreement, neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other party.

18. Counterparts & Electronic Copies This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together

shall constitute one and the same Agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original or paper executed copy of the Agreement for all purposes.