



**TRANE**

# Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

© 2022 Trane Technologies All rights reserved

**Prepared For:** *Brinco Mechanical*

**Date:** March 2, 2022

**Proposal Number:** D2-201592-1

**Job Name:** BCF 565 Lubbock, TX – Rev1

**Engineer:** *Replacement*

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**

Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 10)**

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1,2,3,4,6	9	20 Ton Packaged Unitary Gas/Elec	YHD240G4RHD--H6B1A1B00000000000
A2	RTU-10	1	10 Ton Packaged Unitary Gas/Elec	YHD180G4RHD--H6B1A1B00000000000

**Product Data - Packaged Gas/Electric Rooftop Units**

**Item:** A1,A2 **Qty:** 10 **Tag(s):** RTU-1, 2,3,4,6,10

- Gas/Electric
- High Efficiency
- Downflow
- 20 Ton: RTU-1,2,3,4,6
- 15 Ton: RTU-1
- 460/60/3

**Factory Installed Options**

- Gas Heat - Low
- Reliatel Microprocessor Controls
- Economizer Comparative Enthalpy 0-100% with Barometric Relief
- **Single Zone VAV**
- Standard panels
- **2" Pleated Filters MERV 13**
- **Condenser Coil w/ hail guards**
- Through the base electric
  - Unit mounted non-fused disconnect
  - Powered convenience outlet

**Field Installed Options**

- High static drive kit

**Factory Parts Warranty**

- 1 Year Whole Unit
- 5 Year Compressor Warranty
- 10 Year Heat Exchanger Warranty

**NOTE:** *RTU-1,2,3,4,6,10 Do not require adapter curbs*

**Not Included:** Rigging, Installation, All Wiring, Vibration Isolation, Power Exhaust, ATC, NOVAR Controls, BAS Tie-In, Startup, Warranties Beyond Listed Above, Balancing, Cleaning, Spare Parts, Items Not Listed Above

Item	Tag(s)	Qty	Description	Model Number
B1	RTU-5,8,11	3	10 Ton R-410A PKGD Unitary Gas/Electric	YHC120F4RMA--H6B1A1B000000
B2	RTU-14	1	5 Ton R-410A PKGD Unitary Gas/Electric	YHC060F4RMA--H2B1A1B001000

### Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

#### Items B1, B2 Qty 4 Tag(s) RTY-5,8,11,14

Gas/Electric  
High Efficiency  
Downflow  
460/60/3

#### Factory Installed Options

- Gas Heat - Low
- Reliatel Microprocessor Controls
- Economizer Comparative Enthalpy 0-100% with Barometric Relief
- **Single Zone VAV (RTU-14,15 only)**
- Standard panels
- **2" Pleated Filters MERV 13**
- **Condenser Coil w/ hail guards**
- Through the base electric
  - Unit mounted non-fused disconnect
  - Powered convenience outlet

#### Field Installed Options

- **Adapter Curb (RTU-5,8,11,14)**

#### Factory Parts Warranty

- 1 Year Whole Unit
- 5 Year Compressor Warranty
- 10 Year Heat Exchanger Warranty

**Not Included:** Rigging, Installation, All Wiring, Vibration Isolation, Power Exhaust, ATC, NOVAR Controls, BAS Tie-In, Startup, Warranties Beyond Listed Above, Balancing, Cleaning, Spare Parts, Items Not Listed Above

Item	Tag(s)	Qty	Description	Model Number
C1	AC-15/16	1	2 Ton Unitary Split Systems	4TTR4024L1-----TEM4A0B24S21S

### Product Data - Split System Air Conditioning Units (Small)

#### Item: C1 Qty: 1 Tag(s): AC-15/16

#### **Outdoor Unit**

- 2 Ton Nominal Cooling Capacity
- 200 - 230 Volt 1 Phase 60 Hertz

#### **Indoor Unit:**

- 2 Ton Air Handler
- Std Efficiency
- 2.0 ton to 2.5 ton airflow
- 208-230/1/60
- Standard Coil
- 

**NOTE: No heat is provided in the split systems**

**Not Included:** Rigging, Installation, All Wiring, Vibration Isolation, Refrigerant and refrigerant specialties, Heating capabilities, Power Exhaust, ATC, NOVAR Controls, BAS Tie-In, Startup, Warranties Beyond Listed Above, Balancing, Cleaning, Spare Parts, Items Not Listed Above

<b>Total Net Price (Excluding Sales Tax) .....</b>	<b>\$</b>
<b>Estimated Sales Tax (8.25% for Lubbock TX) .....</b>	<b>\$</b>

Sincerely,

**Andrew Bees - Trane U.S. Inc.**  
**Chris Van Sant - Trane U.S. Inc.**  
3606 Horizon Drive  
King of Prussia, PA 19406  
Phone: (610) 962-1600  
Fax: (610) 962-0230

**Performance Data - Packaged Gas/Electric Rooftop Units**

<b>Tags</b>	<b>RTU-1,2,3,4,6</b>	<b>RTU-10</b>
Supply Motor Horsepower (hp)	5.000	3.000
Design Airflow (cfm)	8000	6000
Cooling Entering Dry Bulb (F)	80.00	80.00
Cooling Entering Wet Bulb (F)	67.00	67.00
Ent Air Rel Humidity (%)	51.08	51.08
Ambient Temp (F)	95.00	95.00
Cooling Leaving Unit DB (F)	59.86	59.96
Cooling Leaving Unit WB (F)	57.89	58.03
Gross Total Capacity (MBh)	248.45	180.52
Gross Sensible Capacity (MBh)	195.10	142.17
Gross Latent Capacity (MBh)	53.35	38.36
Net Total Capacity (MBh)	230.49	170.45
Net Sensible Capacity (MBh)	177.14	132.09
Net Sensible Heat Ratio (Number)	0.77	0.77
Heating EAT (F)	70.00	70.00
Heating LAT (F)	106.87	113.01
Heating Temp Rise (F)	36.87	43.01
Output Htg Capacity (MBh)	320.00	280.00
Output Htg Capacity w/Fan (MBh)	337.96	290.07
Design ESP (in H2O)	1.000	1.000
Component SP Add (in H2O)	0.340	0.240
Indoor Mtr. Operating Power (bhp)	5.70	3.20
Indoor RPM (rpm)	818	754
Indoor Motor Power (kW)	4.25	2.38
Outdoor Motor Power (kW)	1.73	0.89
Compressor Power (kW)	17.27	12.28
System Power (kW)	23.25	15.55
IPLV @ AHRI (IPLV)	14.0	15.0
MCA (A)	46.00	33.00
MOP (A)	60.00	45.00
Compressor 1 RLA (A)	19.75	14.70
Compressor 2 RLA (A)	8.20	7.00
Condenser Fan FLA (A)	2.50	1.30
Evaporator Fan FLA (A)	7.60	4.80
Evaporator Face Area (sq ft)	31.42	31.42
Evaporator Face Velocity (ft/min)	255	191
Evaporator Fin Spacing (Per Foot)	180	180
Evaporator Rows ( )	4	4
Min. Unit Operating Weight (lb)	2289.0	2254.0
Max Unit Operating Weight (lb)	2859.0	2698.0
Fan Motor Heat (MBh)	17.96	10.07
Evap Coil Leav Air Temp (DB) (F)	57.42	58.06
Evap Coil Leav Air Temp (WB) (F)	56.95	57.30
Dew Point Temp (F)	56.66	56.82
Rated capacity (AHRI) (MBh)	234.00	174.00
Refrig charge (HFC-410A) - ckt 1 (lb)	15.5	13.0
Refrig charge (HFC-410A) - ckt 2 (lb)	7.5	8.5
ASHRAE 90.1	Yes	Yes
Saturated Suction Temp Circuit 1 (F)	51.93	51.11
Saturated Discharge Temp Circuit 1 (F)	121.14	117.75
Saturated Suction Temp Circuit 2 (F)	51.29	54.91
Saturated Discharge Temp Circuit 2 (F)	117.83	117.74
IEER Rating ( )	14.00	15.00
EER @ AHRI Conditions (EER)	11.0	12.0

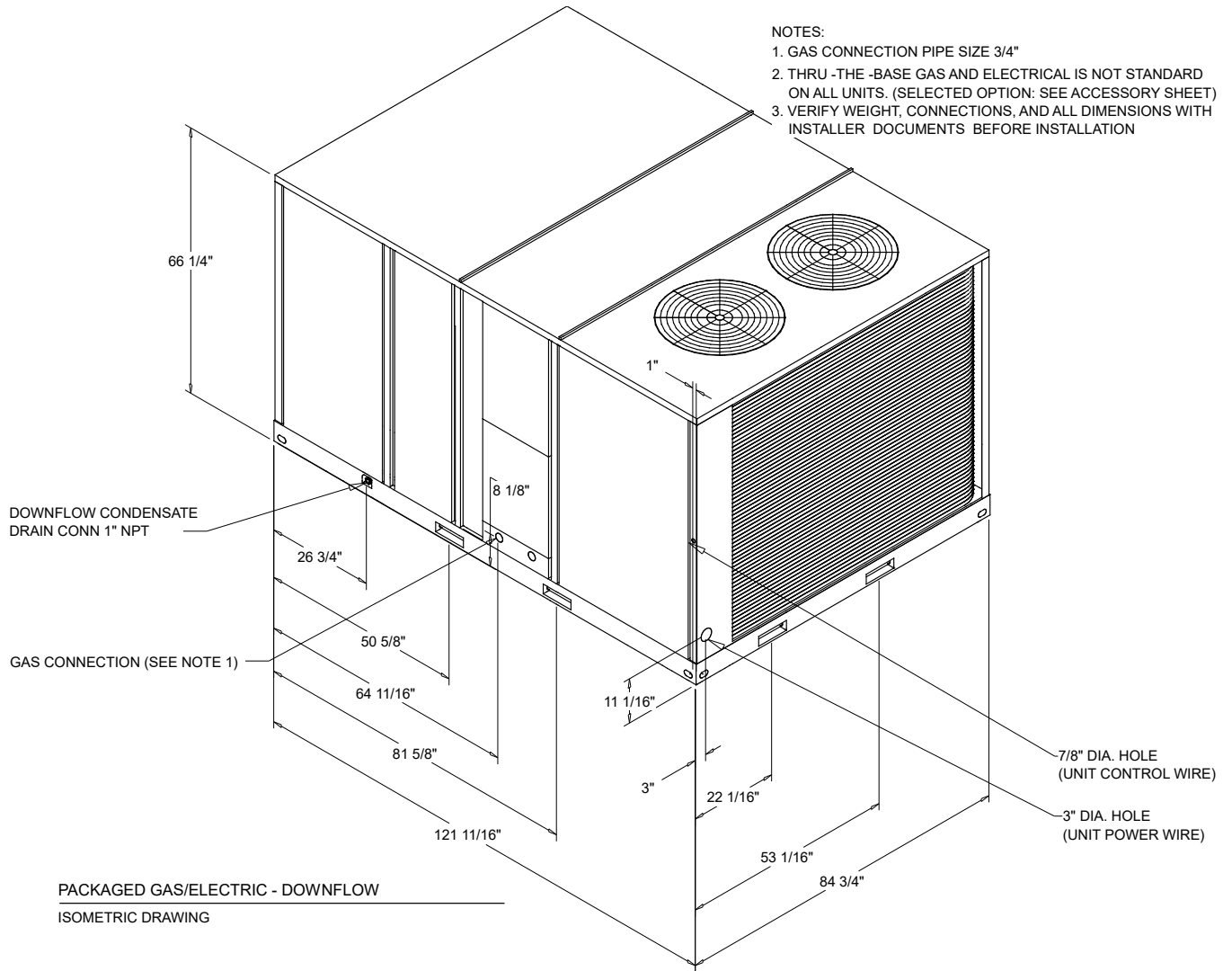
<b>Tags</b>	<b>RTU-1,2,3,4,6</b>	<b>RTU-10</b>
Total Static Pressure (in H2O)	1.340	1.240
Length (ft)	10.14	10.14
Width (ft)	7.02	7.02
Height (ft)	5.52	5.52
T24_SZVZV	NA	NA
Indoor Fan Type	FC Centrifugal	FC Centrifugal
Indoor Fan Drive Type	Belt	Belt
Outdoor Fan Type	Propeller	Propeller
Outdoor Fan Drive Type	Direct	Direct
Outdoor Fan Quantity ( )	2	2
Heating Type	Gas	Gas
Heating Stages	2	2

### Unit Dimensions - Packaged Gas/Electric Rooftop Units

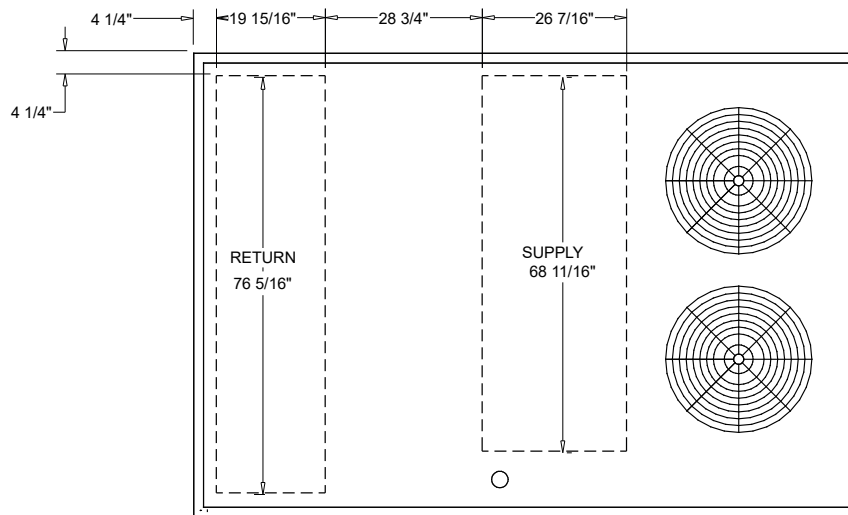
Item: A1 Qty: 9 Tag(s): RTU-1,2,3,4,6

**NOTES:**

- 1. GAS CONNECTION PIPE SIZE 3/4"
- 2. THRU-THE-BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS. (SELECTED OPTION: SEE ACCESSORY SHEET)
- 3. VERIFY WEIGHT, CONNECTIONS, AND ALL DIMENSIONS WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED GAS/ELECTRIC - DOWNFLOW  
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW  
PLAN VIEW DRAWING

**Unit Dimensions - Packaged Gas/Electric Rooftop Units**

**Item: A1 Qty: 9 Tag(s): RTU-1,2,3,4,6**

**ELECTRICAL / GENERAL DATA**

<p><b>GENERAL PERFORMANCE</b></p> <p>Model (Ton): YHD240G (20.0)</p> <p>Unit Operating Voltage Range: 414-506</p> <p>Unit Primary Voltage: 460</p> <p>Unit Secondary Voltage: -</p> <p>Unit Hertz: 60</p> <p>Unit Phase: 3</p> <p>EER: <sup>(5)</sup> 11.0</p>			<p>Standard Motor <sup>(1)(3)</sup></p> <p>Minimum Circuit Ampacity: 46.0</p> <p>Maximum Fuse Size: 60.0</p> <p>Maximum (HACR) Circuit Breaker: 60.0</p>			<p>Standard Oversized Motor <sup>(1)(4)</sup></p> <p>Minimum Circuit Ampacity: -</p> <p>Maximum Fuse Size: -</p> <p>Maximum (HACR) Circuit Breaker: -</p>			<p>Accessory Oversized Motor <sup>(1)(4)</sup></p> <p>Minimum Circuit Ampacity: -</p> <p>Maximum Fuse Size: -</p> <p>Maximum (HACR) Circuit Breaker: -</p>		
<p><b>GAS HEATING</b></p> <p>Heating Models: High</p> <p>Heating and 1 Stage Input (Btu/h): 400000 / 300000</p> <p>Heating and 1 Stage Output (Btu/h): 320000 / 240000</p> <p>Min./Max. Gas Input - Pressure Natural or LP (in w.c.): 2.5/14.0</p> <p>Gas Connection Pipe Size: 3/4"</p>				<p><b>COMPRESSOR</b></p> <p>Circuit(s)</p> <p>Number: 2</p> <p>Horsepower: 11.7/6.9</p> <p>Phase: 3</p> <p>Rated Load Amps: 19.75/8.2</p> <p>Locked Rotor Amps: 147.0/66.1</p>							
<p><b>INDOOR MOTOR</b></p> <p>Standard Motor</p> <p>Number: <sup>(3)</sup> 1</p> <p>Horsepower: 5.0</p> <p>Motor Speed (RPM): 3,450</p> <p>Phase: 3</p> <p>Full Load Amps: 7.6</p> <p>Locked Rotor Amps: 54.9</p>						<p>Standard Oversized Motor <sup>(4)</sup></p> <p>Number: -</p> <p>Horsepower: -</p> <p>Motor Speed (RPM): -</p> <p>Phase: -</p> <p>Full Load Amps: -</p> <p>Locked Rotor Amps: -</p>		<p>Accessory Oversized Motor <sup>(4)</sup></p> <p>Number: -</p> <p>Horsepower: -</p> <p>Motor Speed (RPM): -</p> <p>Phase: -</p> <p>Full Load Amps: -</p> <p>Locked Rotor Amps: -</p>			
<p><b>OUTDOOR MOTOR</b></p> <p>Number: 2</p> <p>Horsepower: 1.0</p> <p>Motor speed (RPM): 1,125</p> <p>Phase: 3</p> <p>Full Load Amps: 2.5</p> <p>Locked Rotor Amps: 10.1</p>		<p><b>POWER EXHAUST</b> (Field Installed Power Exhaust)</p> <p>Horsepower: N/A</p> <p>Motor Speed (RPM): N/A</p> <p>Phase: N/A</p> <p>Full Load Amps: N/A</p> <p>Locked Rotor Amps: N/A</p>		<p><b>COMBUSTION BLOWER MOTOR</b> (Gas-Fired Heating only)</p> <p>Horsepower: 0.1</p> <p>Motor Speed (RPM): 3500/2800</p> <p>Phase: 1</p> <p>Full Load Amps: 0.8</p> <p>Locked Rotor Amps: 2.00</p>							
<p><b>FILTER</b></p> <p>Type: Throwaway</p> <p>Furnished: Yes</p> <p>Number: 8 / 4</p> <p>Recommended Size: 20"x20"x2" / 20"x16"x2"</p>			<p><b>REFRIGERANT</b> <sup>(2)</sup></p> <p>Circuit #1 / 2</p> <p>Type: R-410</p> <p>Factory Charge</p> <p>Circuit #1 / 2: 15.5 lb/ 7.5 lb</p>								

**NOTES:**

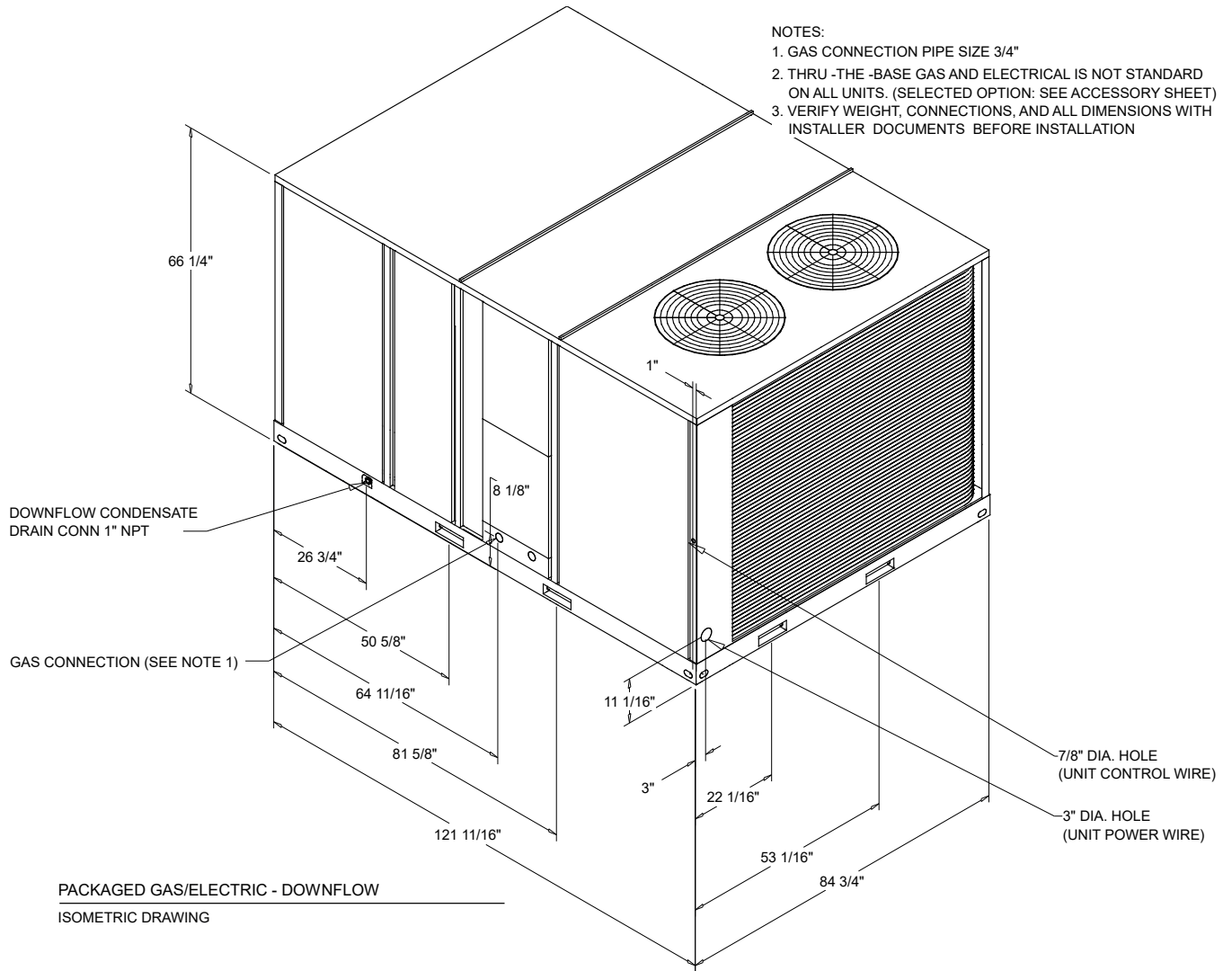
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value include Standard Motor.
4. Value include Oversized Motor
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

**Unit Dimensions - Packaged Gas/Electric Rooftop Units**

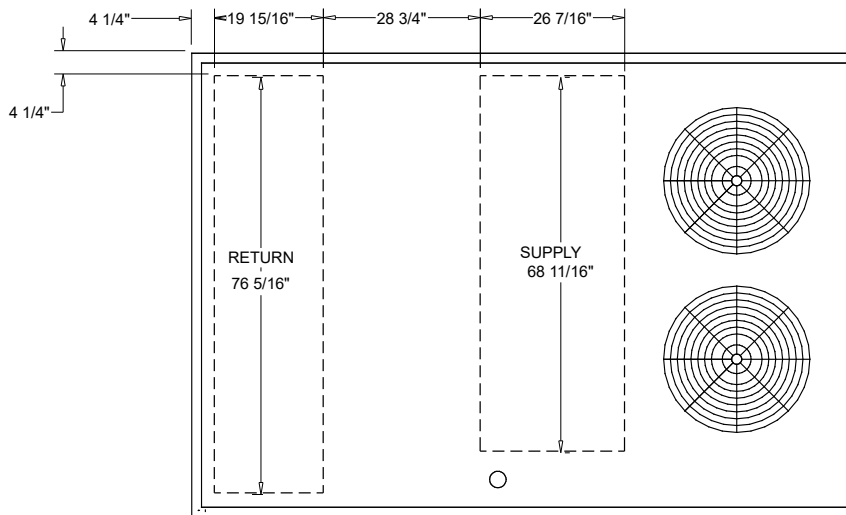
Item: A2 Qty: 1 Tag(s): RTU-10

**NOTES:**

1. GAS CONNECTION PIPE SIZE 3/4"
2. THRU-THE-BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS. (SELECTED OPTION: SEE ACCESSORY SHEET)
3. VERIFY WEIGHT, CONNECTIONS, AND ALL DIMENSIONS WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED GAS/ELECTRIC - DOWNFLOW  
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW  
PLAN VIEW DRAWING

**Unit Dimensions - Packaged Gas/Electric Rooftop Units**

**Item: A2 Qty: 1 Tag(s): RTU-10**

**ELECTRICAL / GENERAL DATA**

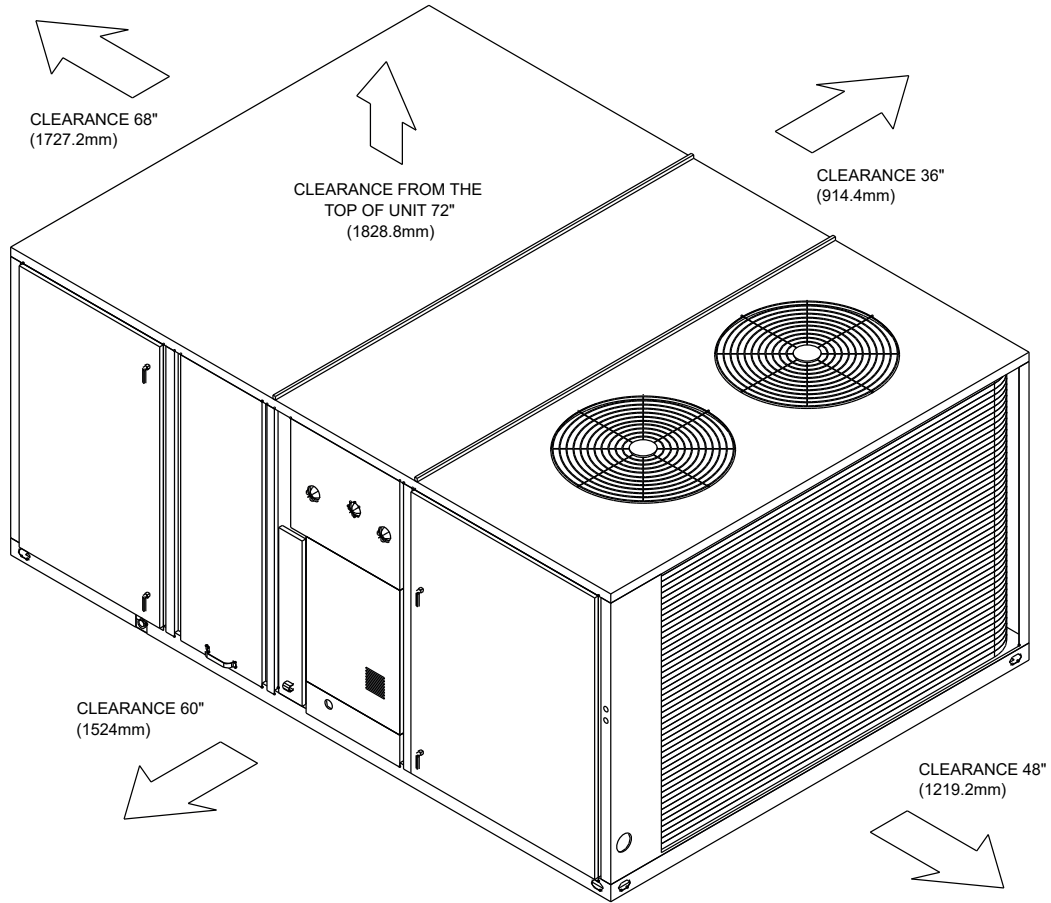
<p><b>GENERAL PERFORMANCE</b></p> <p>Standard Motor <sup>(1)(3)</sup></p> <p>Model (Ton): YHD180G (15.0) Minimum Circuit Ampacity: 33.0                  Unit Operating Voltage Range: 414-506 Maximum Fuse Size: 45.0                  Unit Primary Voltage: 460 Maximum (HACR) Circuit Breaker: 45.0                  Unit Secondary Voltage: -                  Unit Hertz: 60                  Unit Phase: 3</p> <p>EER: <sup>(5)</sup> 12.0</p> <p>Standard Oversized Motor <sup>(1)(4)</sup>      Accessory Oversized Motor <sup>(1)(4)</sup></p> <p>Minimum Circuit Ampacity:      Minimum Circuit Ampacity:                  Maximum Fuse Size:      Maximum Fuse Size:                  Maximum (HACR) Circuit Breaker:      Maximum (HACR) Circuit Breaker:</p>		
<p><b>GAS HEATING</b></p> <p>Heating Models: High                  Heating and 1 Stage Input (Btu/h): 350,000 / 250,000                  Heating and 1 Stage Output (Btu/h): 280,000 / 200,000                  Min./Max. Gas Input -                  Pressure Natural or LP (in w.c): 2.5 / 14.0                  Gas Connection Pipe Size: 3/4"</p>	<p><b>COMPRESSOR</b></p> <p>Circuit(s)</p> <p>Number: 2                  Horsepower: 7.5/4.75                  Phase: 3                  Rated Load Amps: 14.7/7.0                  Locked Rotor Amps: 130.0/52.0</p>	
<p><b>INDOOR MOTOR</b></p> <p>Standard Motor      Standard Oversized Motor <sup>(4)</sup>      Accessory Oversized Motor <sup>(4)</sup></p> <p>Number: <sup>(3)</sup> 1      Number:      Number:                  Horsepower: 3.0      Horsepower:      Horsepower:                  Motor Speed (RPM): 1,740      Motor Speed (RPM):      Motor Speed (RPM):                  Phase: 1      Phase:      Phase:                  Full Load Amps: 4.8      Full Load Amps:      Full Load Amps:                  Locked Rotor Amps: 40.5      Locked Rotor Amps:      Locked Rotor Amps:</p>		
<p><b>OUTDOOR MOTOR</b></p> <p>Number: 2                  Horsepower: 0.5                  Motor speed (RPM): 1,100                  Phase: 3                  Full Load Amps: 1.3                  Locked Rotor Amps: 4.2</p>	<p><b>POWER EXHAUST</b> (Field Installed Power Exhaust)</p> <p>Horsepower: N/A                  Motor Speed (RPM): N/A                  Phase: N/A                  Full Load Amps: N/A                  Locked Rotor Amps: N/A</p>	<p><b>COMBUSTION BLOWER MOTOR</b> (Gas-Fired Heating only)</p> <p>Horsepower: 0.1                  Motor Speed (RPM): 3500/2800                  Phase: 1                  Full Load Amps: 0.8                  Locked Rotor Amps: 2.00</p>
<p><b>FILTER</b></p> <p>Type: Throwaway                  Furnished: Yes                  Number: 8/4                  Recommended Size: 20"x20"x2" / 20"x16"x2"</p>		<p><b>REFRIGERANT</b> <sup>(2)</sup></p> <p>Circuit #1 / 2</p> <p>Type: R-410                  Factory Charge                  Circuit #1 / 2: 13.0 lb / 8.5 lb</p>

**NOTES:**

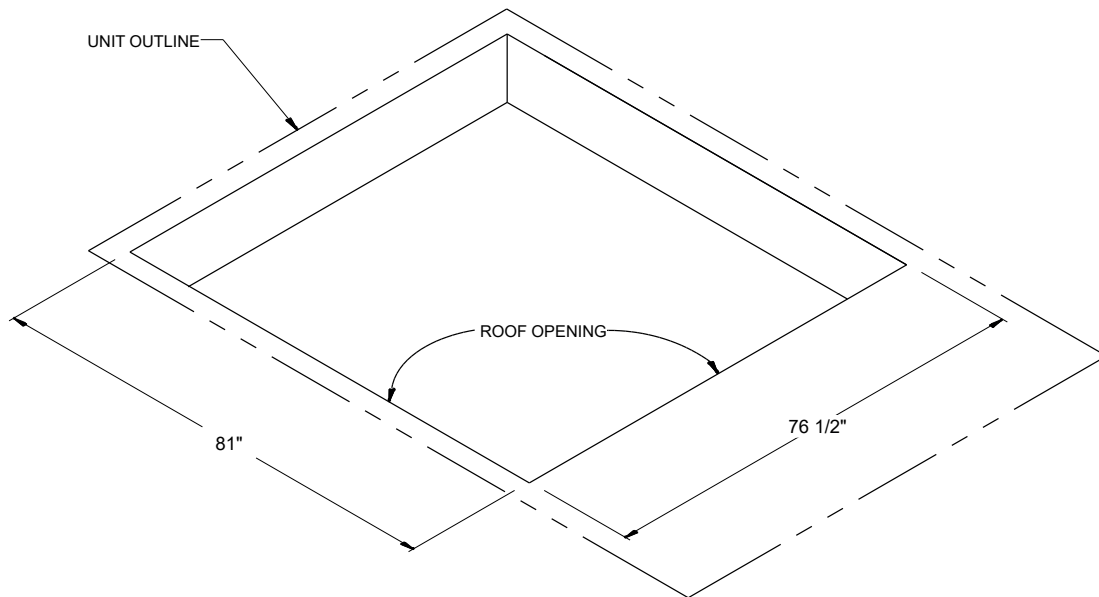
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value include Standard Motor.
4. Value include Oversized Motor
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

**Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units**

Item: A1, A2 Qty: 10 Tag(s): RTU-1,2,3,4,6, RTU-10



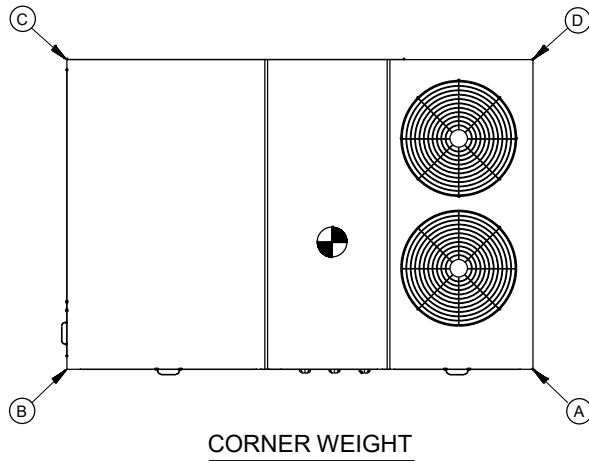
DOWNFLOW-PACKAGED GAS/ELECTRIC CLEARANCE



DOWNFLOW-PACKAGED GAS/ELECTRIC ROOF OPENING CLEARANCE

**Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units**

Item: A1 Qty: 9 Tag(s): RTU-1,2,3,4,6



**Base Unit and Corner Weights Only**

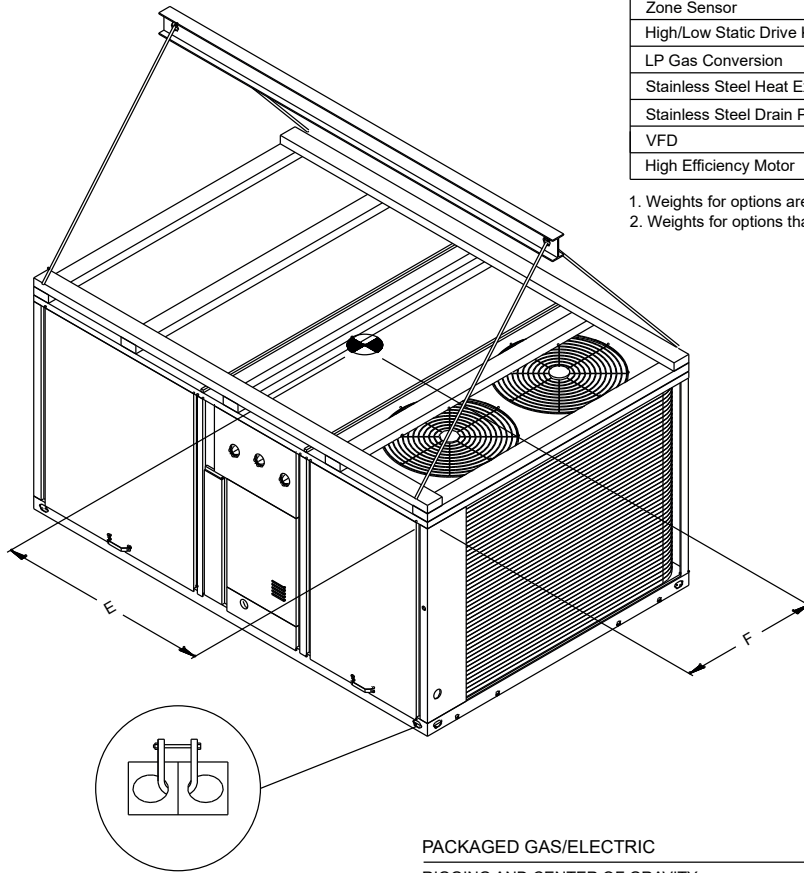
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2700.0 lb	2257.0 lb	719.0 lb	591.0 lb	430.0 lb	517.0 lb	50"	35"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight .
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

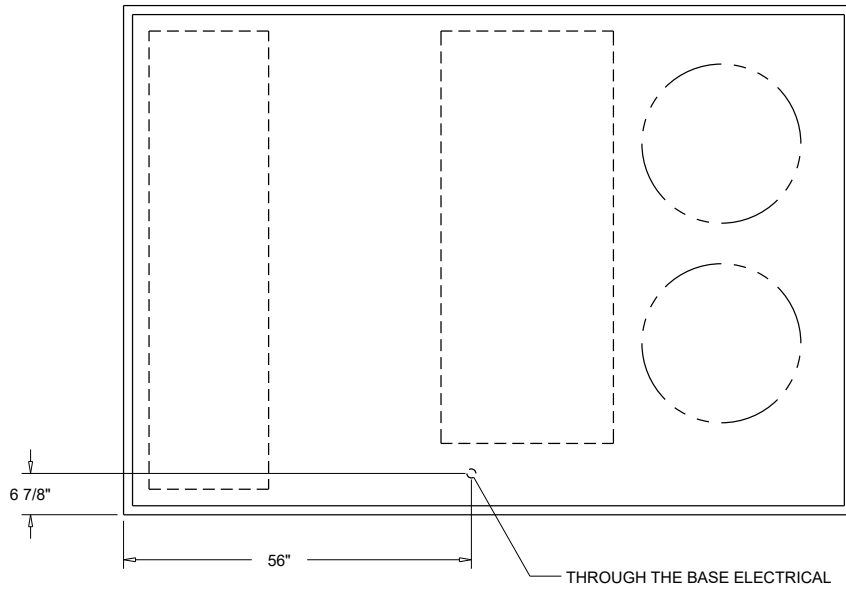
**Installed Options Net Weight Data**

Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
Power Exhaust	
Roof Curb	
Oversized Motor	
Hail Guard	51.0 lb
Hinged Access Doors	
Power Conv. Outlet	38.0 lb
Through the Base Electrical	23.0 lb
Circuit Breaker	
Disconnect	10.0 lb
Smoke Detector	
Novar	
Zone Sensor	
High/Low Static Drive Kit	2.0 lb
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	32.0 lb
High Efficiency Motor	

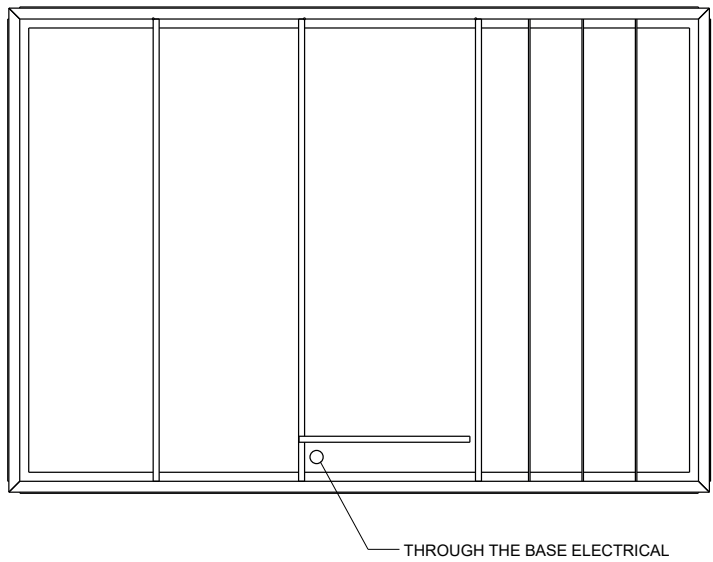
1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.



**Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units**  
Item: A1, A2 Qty: 10 Tag(s): RTU-1,2,3,4,6, RTU-10



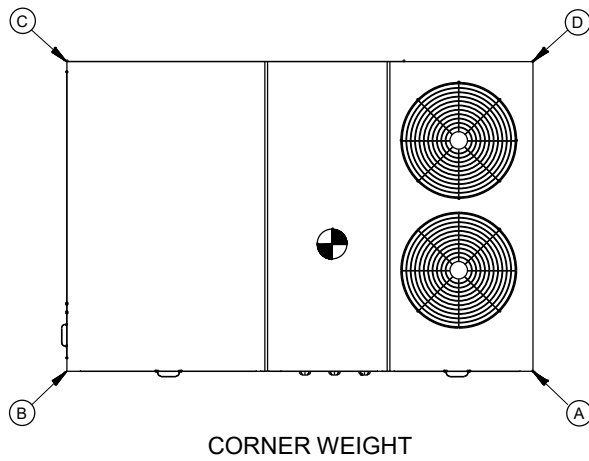
THROUGH THE BASE ELECTRICAL  
ACCESSORY-PLAN VIEW



THROUGH THE BASE ELECTRICAL ROOF CURB  
ACCESSORY-PLAN VIEW

**Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units**

Item: A2 Qty: 1 Tag(s): RTU-10



**Base Unit and Corner Weights Only**

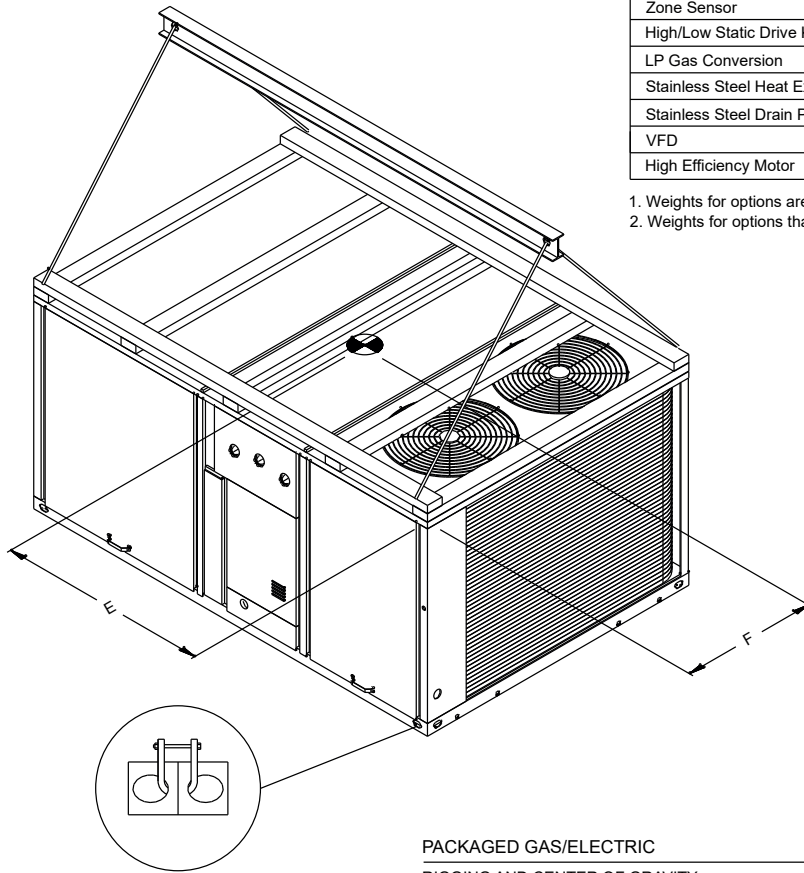
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2665.0 lb	2222.0 lb	665.0 lb	602.0 lb	453.0 lb	503.0 lb	51"	36"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight .
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

**Installed Options Net Weight Data**

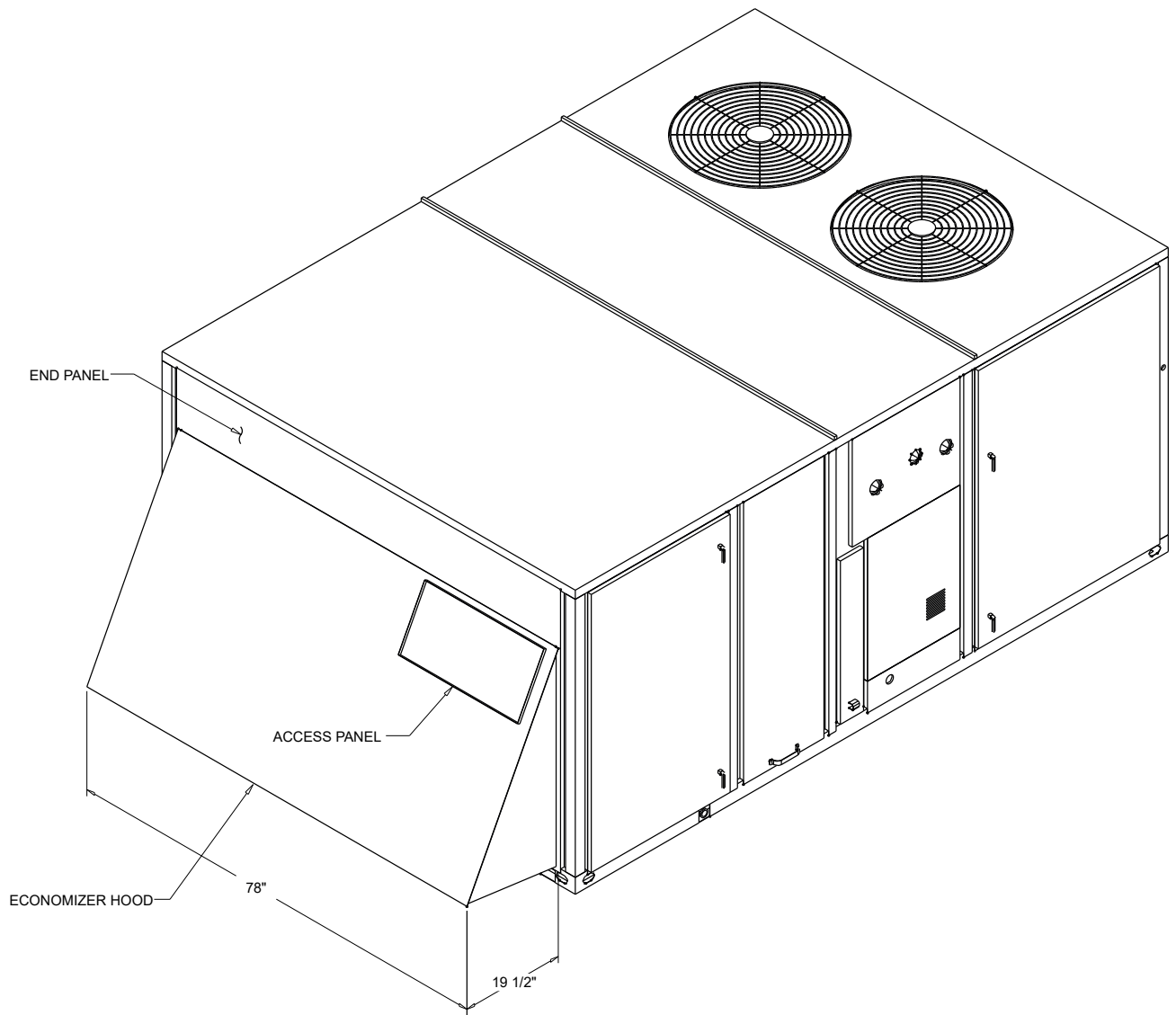
Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
Power Exhaust	
Roof Curb	
Oversized Motor	
Hail Guard	51.0 lb
Hinged Access Doors	
Power Conv. Outlet	38.0 lb
Through the Base Electrical	23.0 lb
Circuit Breaker	
Disconnect	10.0 lb
Smoke Detector	
Novar	
Zone Sensor	
High/Low Static Drive Kit	2.0 lb
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	32.0 lb
High Efficiency Motor	

1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.



**Accessory - Packaged Gas/Electric Rooftop Units**  
Item: A1, A2 Qty: 10 Tag(s): RTU-1,2,3,4,6, RTU-10

**Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 4)**



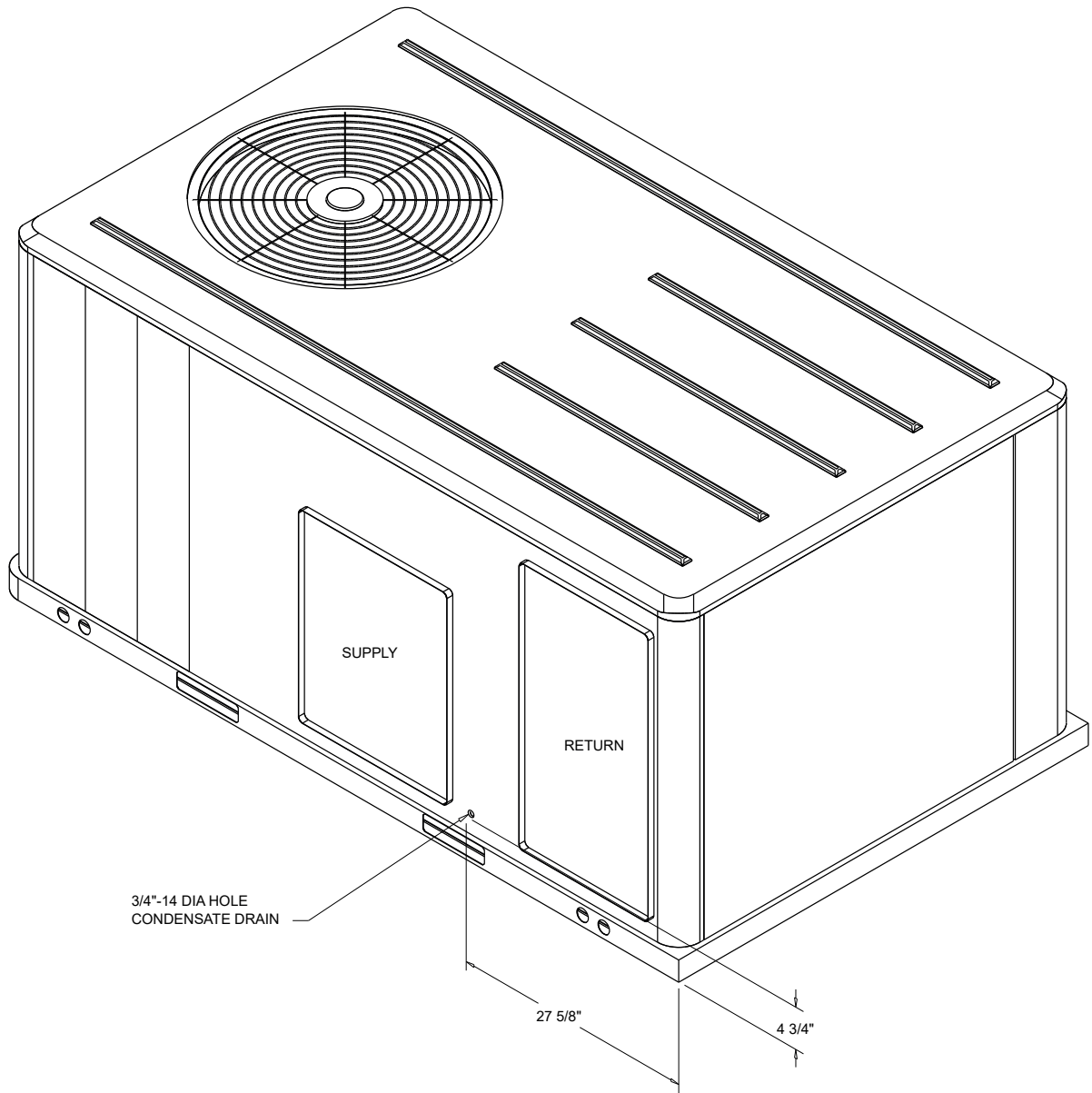
ECONOMIZER HOOD  
PLAN VIEW DRAWING

**Performance Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**

<b>Tags</b>	<b>RTU-5,8,11</b>	<b>RTU-14</b>
Supply Motor Horsepower (hp)	2.750	1.000
Design Airflow (cfm)	4000	2000
Airflow Application	Downflow	Downflow
Cooling Entering DB (F)	80.00	80.00
Cooling Entering WB (F)	67.00	67.00
Ent Air Relative Humidity (%)	51.08	51.08
Ambient Temp (F)	95.00	95.00
Evap Coil Leaving Air Temp (DB) (F)	58.23	58.78
Evap Coil Leaving Air Temp (WB) (F)	57.62	57.16
Cooling Leaving Unit DB (F)	59.39	60.64
Cooling Leaving Unit WB (F)	58.06	57.87
Gross Total Capacity (MBh)	113.97	61.00
Gross Sensible Capacity (MBh)	94.06	45.83
Gross Latent Capacity (MBh)	19.91	15.17
Net Total Capacity (MBh)	110.45	57.66
Net Sensible Capacity (MBh)	90.54	42.49
Net Sensible Heat Ratio (Number)	0.82	0.74
Heating EAT (F)	70.00	70.00
Heating LAT (F)	107.30	99.90
Heating Delta T (F)	37.30	29.90
Input Heating Capacity (MBh)	200.00	80.00
Output Heating Capacity (MBh)	160.00	64.00
Output Heating Cap. w/Fan (MBh)	163.52	67.34
Design ESP (in H2O)	1.000	1.000
Component SP (in H2O)	0.410	0.190
Field supplied drive kit required	None	None
Indoor mtr operating power (bhp)	1.21	1.02
Indoor RPM (rpm)	1457	1106
Indoor Motor Power (kW)	0.90	0.76
Outdoor Motor Power (kW)	0.53	0.36
Compressor Power (kW)	7.80	3.70
System Power (kW)	9.24	4.83
MCA (A)	22.00	12.00
MOP (A)	25.00	15.00
Compressor 1 RLA (A)	8.20	7.10
Compressor 2 RLA (A)	6.00	0.00
Evaporator fan FLA (A)	3.60	1.60
Condenser fan FLA (A)	1.50	1.00
Evaporator face area (sq ft)	16.65	9.89
Evaporator rows (Each)	4.00	4.00
Evaporator fin spacing (Per Foot)	192	192
Evaporator face velocity (ft/min)	240	202
Min. unit operating weight (lb)	1259.0	755.0
Max. unit operating weight (lb)	1608.0	992.0
Fan motor heat (MBh)	3.52	3.34
Dew Point (F)	57.23	56.12
Rated capacity (AHRI) (MBh)	113.00	60.00
Refrig charge (HFC-410A) - ckt 1 (lb)	7.1	6.1
Refrig charge (HFC-410A) - ckt 2 (lb)	5.0	-
ASHRAE 90.1	Yes	Yes
Saturated Suction Temp Circuit 1 (F)	52.30	51.94
Saturated Discharge Temp Circuit 1 (F)	119.00	112.39
Saturated Suction Temp Circuit 2 (F)	56.40	-
Saturated Discharge Temp Circuit 2 (F)	122.40	-
IEER ( )	15.20	15.00

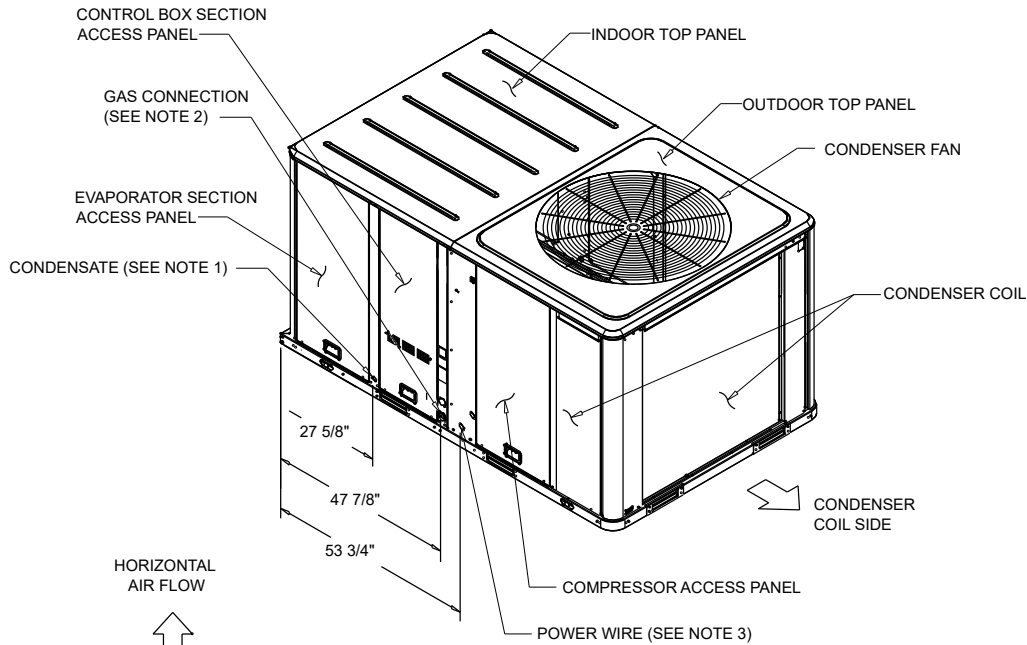
<b>Tags</b>	<b>RTU-5,8,11</b>	<b>RTU-14</b>
EER @ AHRI Conditions (EER)	12.4	12.8
Total Static Pressure (in H2O)	1.410	1.190
Length (ft)	8.31	7.39
Width (ft)	5.27	4.44
Height (ft)	4.24	3.41
Indoor Fan Type	BC Plenum	FC Centrifugal
Indoor Fan Drive Type	Direct	Belt
Outdoor Fan Type	Propeller	Propeller
Outdoor Fan Drive Type	Direct	Direct
Outdoor Fan Quantity ( )	1	1
Heating Type	Gas Heat	Gas Heat
Heating Stages	2	1

**Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
**Item: B1, B2 Qty: 4 Tag(s): RTU-5,8,11, RTU-14**



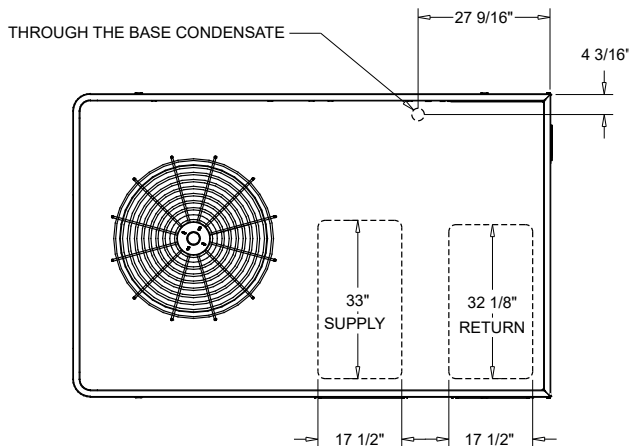
ISOMETRIC-PACKAGED COOLING

**Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
**Item: B1 Qty: 3 Tag(s): RTU-5,8,11**



**PACKAGED GAS / ELECTRICAL**

ISOMETRIC VIEW

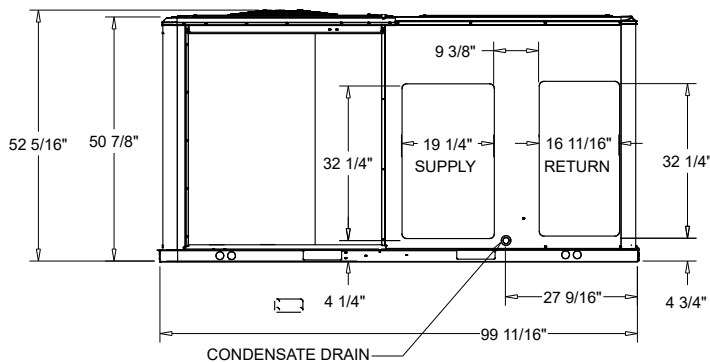


NOTES:

1. ALTERNATE CONDENSATE DRAIN CONNECTION 3/4" - 14 NPT DIA. HOLE
2. 1/2" NPT GAS CONNECTION (80 mbh, 120 mbh) ; 3/4" NPT GAS CONNECTION (150mbh, 200mbh, 250mbh)
3. UNIT POWER WIRE 1 3/8" DIA. HOLE.
4. THRU -THE -BASE ELECTRICAL AND GAS IS NOT STANDARD ON ALL UNITS.
5. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

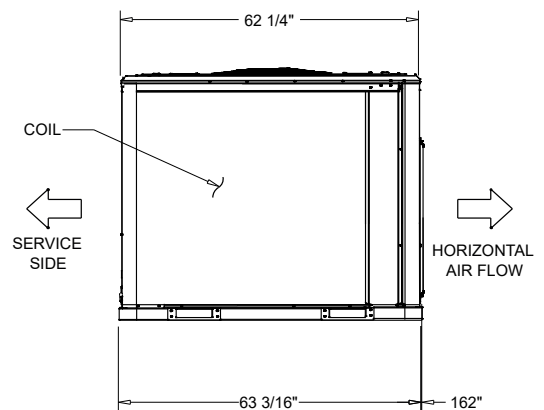
**PLAN VIEW UNIT**

DIMENSION DRAWING



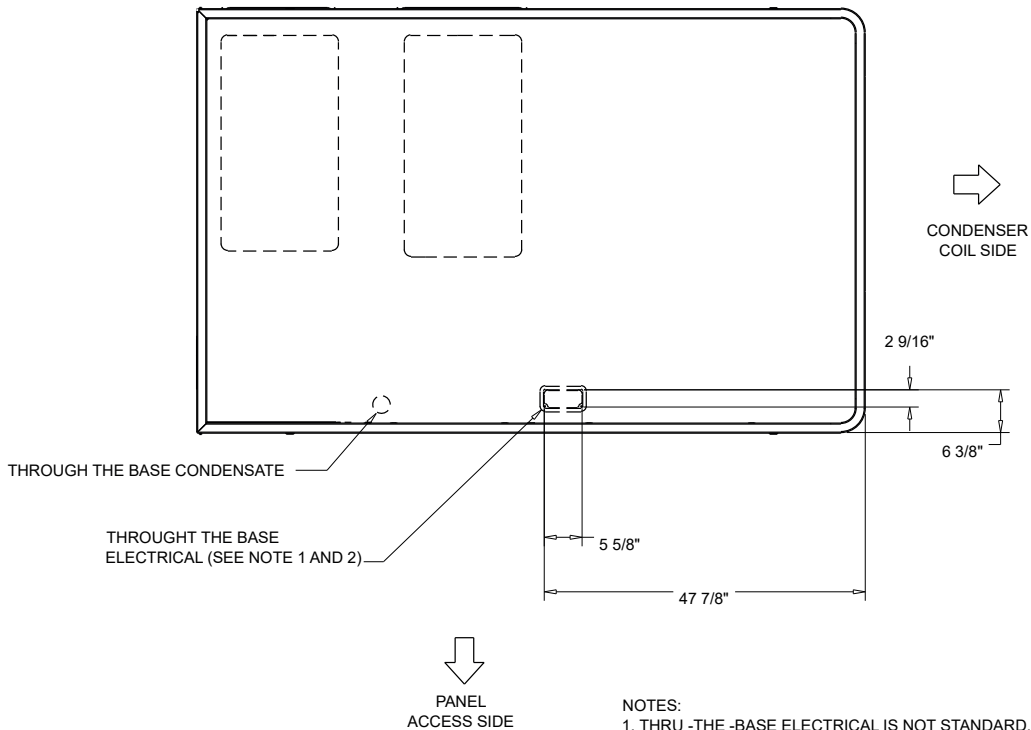
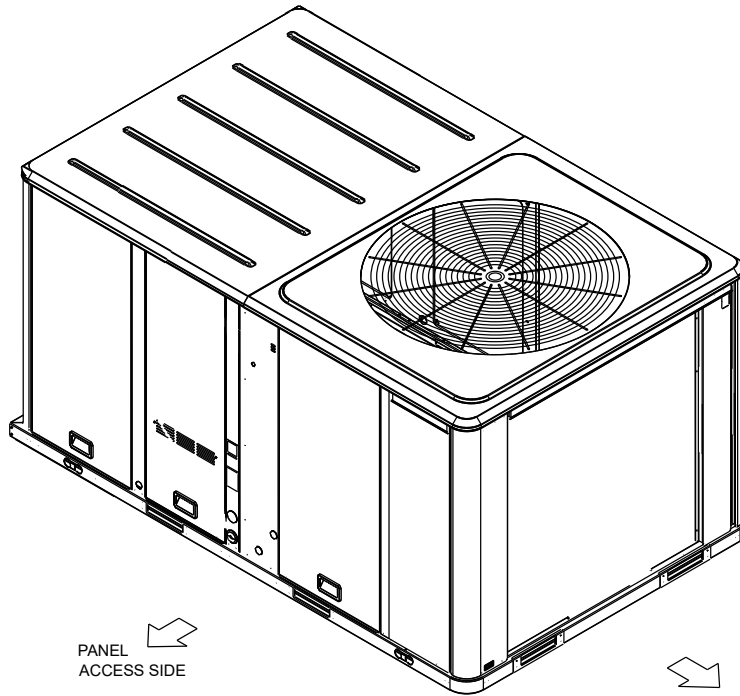
**PACKAGED GAS / ELECTRICAL**

DIMENSION DRAWING



Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

Item: B1 Qty: 3 Tag(s): RTU-5,8,11



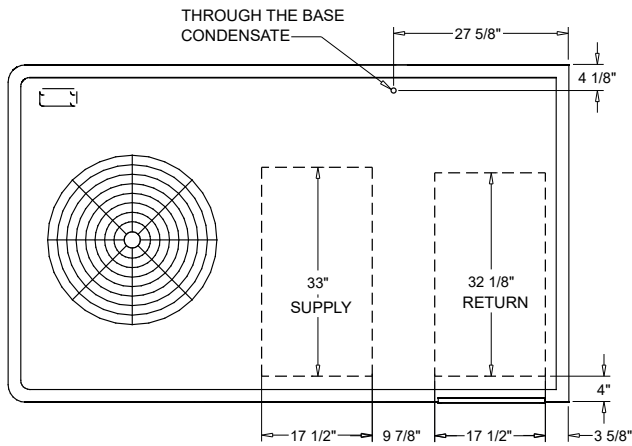
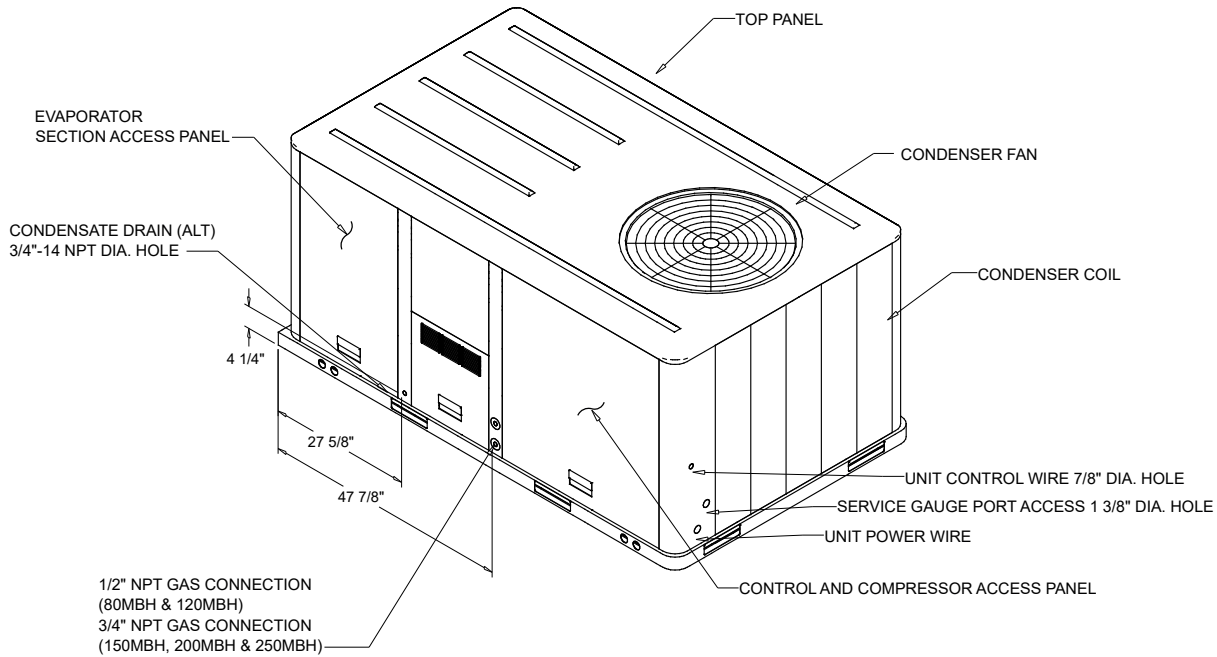
- NOTES:
1. THRU -THE -BASE ELECTRICAL IS NOT STANDARD. VERIFY OPTION IN PRODUCT DATA IN THIS DOCUMENT.
  2. VERIFY WEIGHT, CONNECTION, OPTION CONFIGURATION AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

THRU THE BASE ELECTRICAL  
 PLAN / ISO VIEW DRAWING



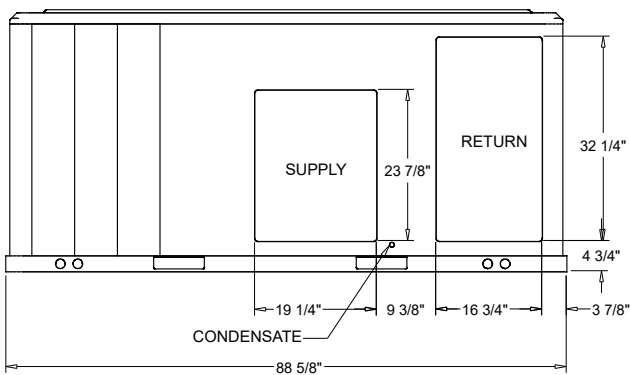
**Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**

Item: B2 Qty: 1 Tag(s): RTU-14

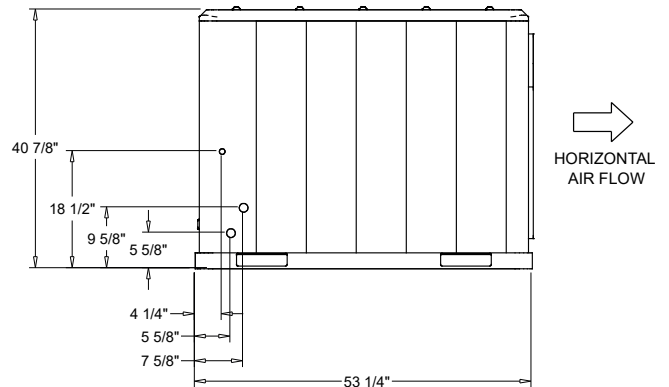


PLAN VIEW UNIT  
DIMENSION DRAWING

- NOTES:
1. THRU -THE -BASE ELECTRICAL AND GAS IS NOT STANDARD ON ALL UNITS.
  2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

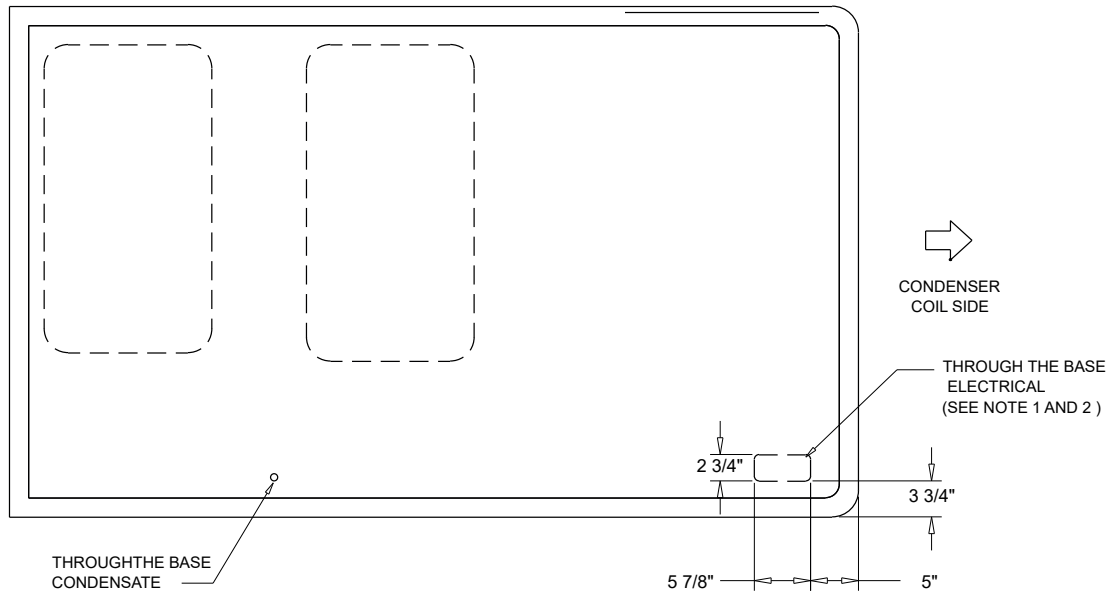
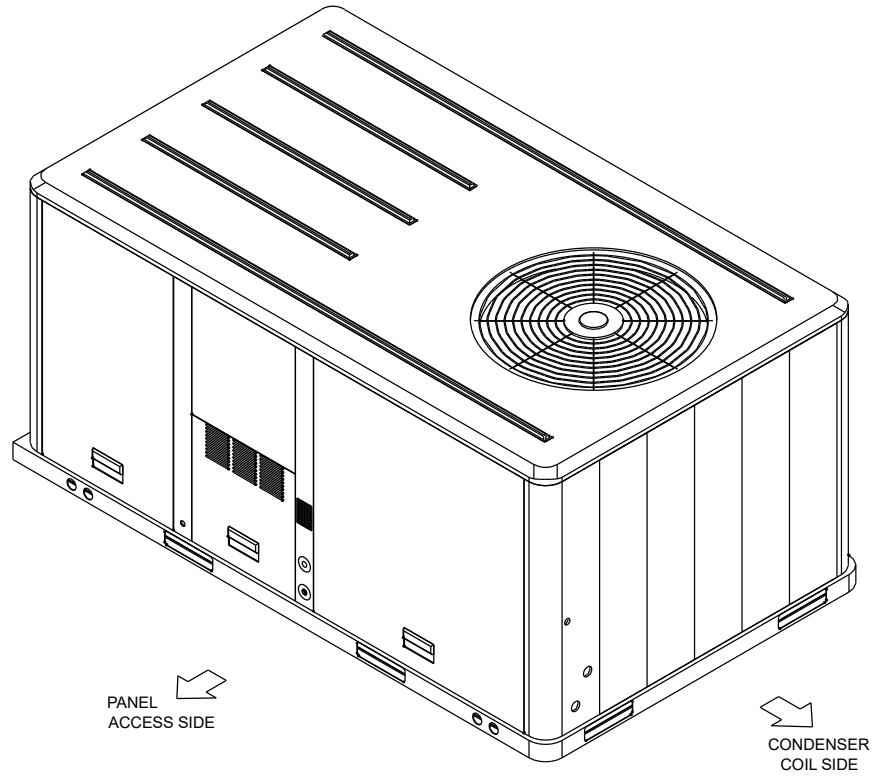


PACKAGED GAS / ELECTRICAL  
DIMENSION DRAWING



Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

Item: B2 Qty: 1 Tag(s): RTU-14



↓  
PANEL  
ACCESS SIDE

- NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD. VERIFY OPTION IN PRODUCT DATA IN THIS DOCUMENT.
  2. VERIFY WEIGHT, CONNECTION, OPTION CONFIGURATION AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

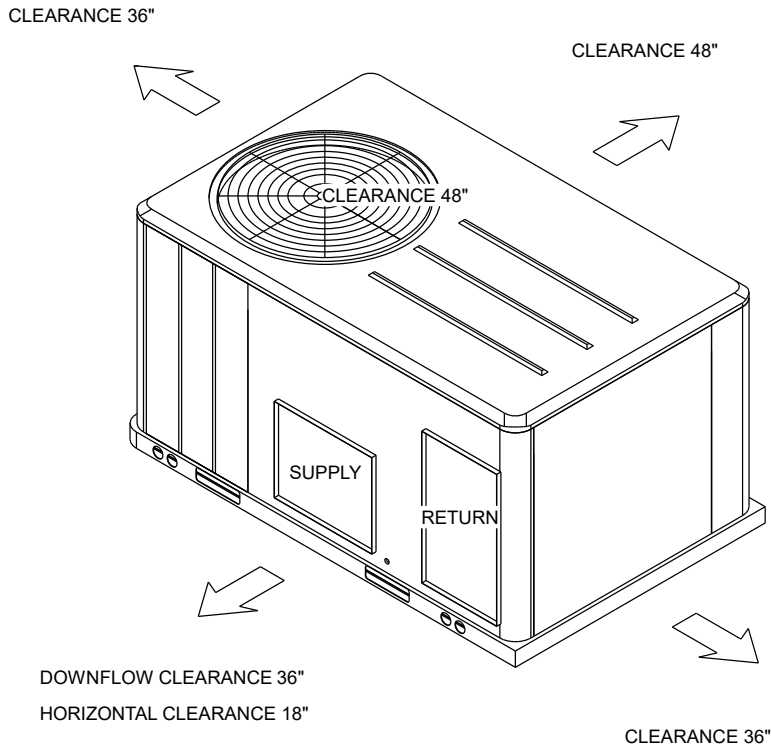
THRU THE BASE ELECTRICAL  
PLAN / ISO VIEW DRAWING



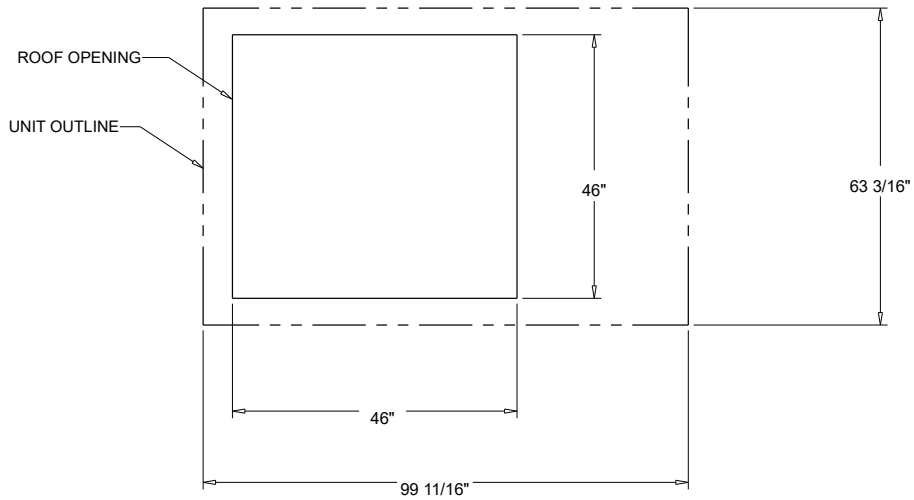


**Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
Item: B1 Qty: 3 Tag(s): RTU-5,8,11

CLEARANCE FROM TOP OF UNIT 72"



PACKAGED GAS / ELECTRIC  
CLEARANCE

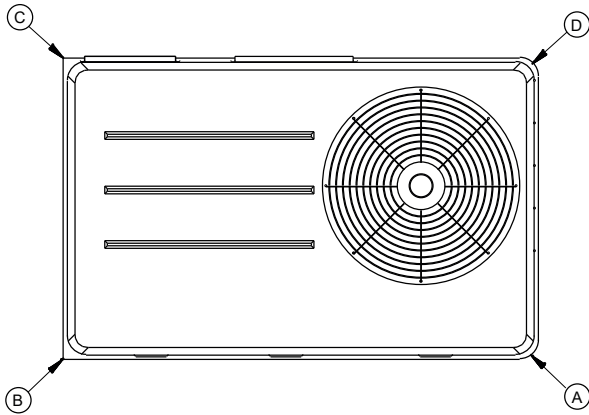


PACKAGED GAS / ELECTRIC  
DOWNFLOW TYPICAL ROOF OPENING

**Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
 Item: B2 Qty: 1 Tag(s): RTU-14

**INSTALLED ACCESSORIES NET WEIGHT DATA**

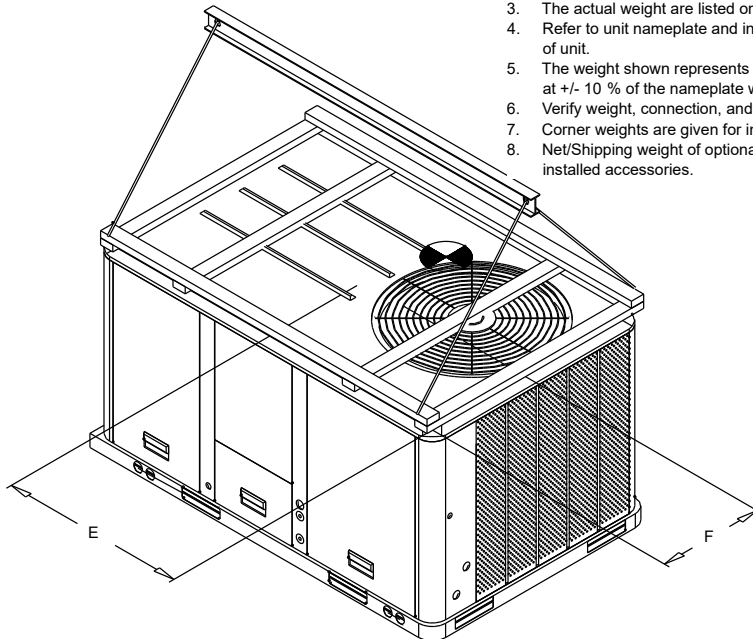
ACCESSORY		WEIGHTS			
ECONOMIZER		36.0 lb			
MOTORIZED OUTSIDE AIR DAMPER					
MANUAL OUTSIDE AIR DAMPER					
BAROMETRIC RELIEF					
OVERSIZED MOTOR					
BELT DRIVE MOTOR		31.0 lb			
POWER EXHAUST					
THROUGH THE BASE ELECTRICAL/GAS (FIOPS)		13.0 lb			
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)					
UNIT MOUNTED DISCONNECT (FIOPS)		5.0 lb			
POWERED CONVENIENCE OUTLET (FIOPS)		38.0 lb			
HINGED DOORS (FIOPS)					
HAIL GUARD		20.0 lb			
SMOKE DETECTOR, SUPPLY / RETURN					
NOVAR CONTROL					
STAINLESS STEEL HEAT EXCHANGER					
REHEAT					
ROOF CURB					
BASIC UNIT WEIGHTS		CORNER WEIGHTS		CENTER OF GRAVITY	
SHIPPING	NET	(A)	(C)	(E) LENGHT	(F) WIDTH
850.0 lb	755.0 lb	(B)	214.0 lb	(D)	151.0 lb
				44"	21"



PACKAGED GAS / ELECTRICAL  
CORNER WEIGHT

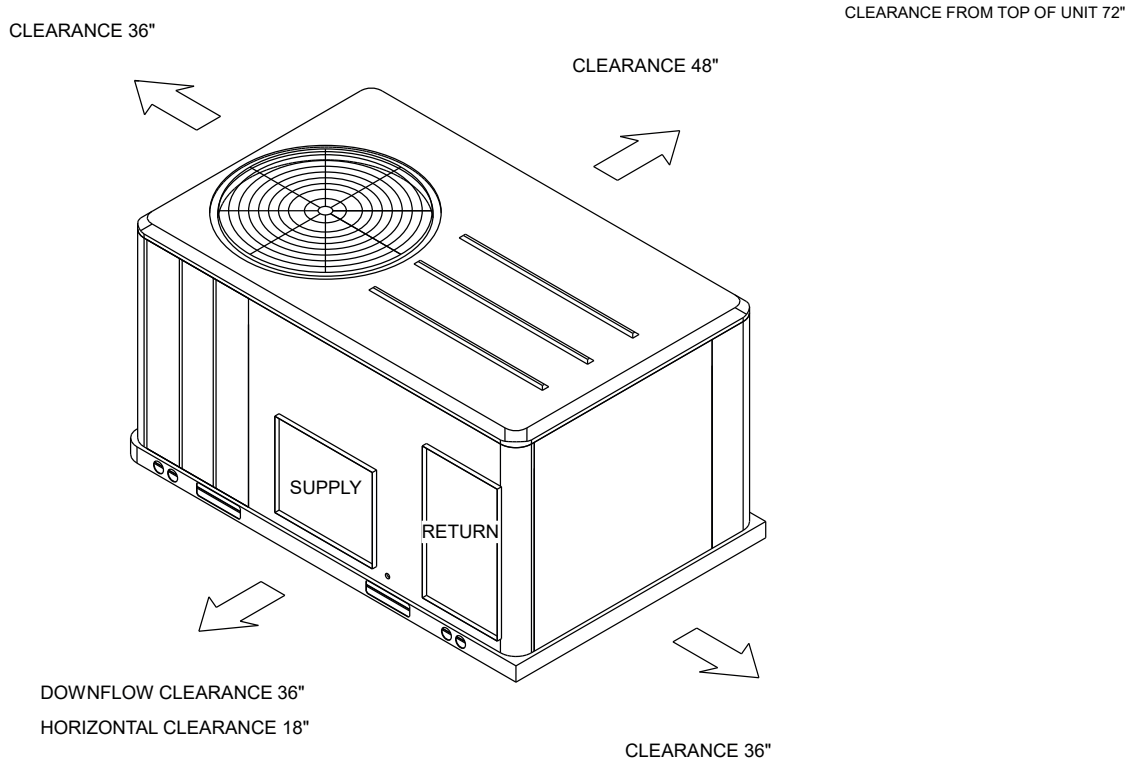
**NOTE:**

1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. .
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

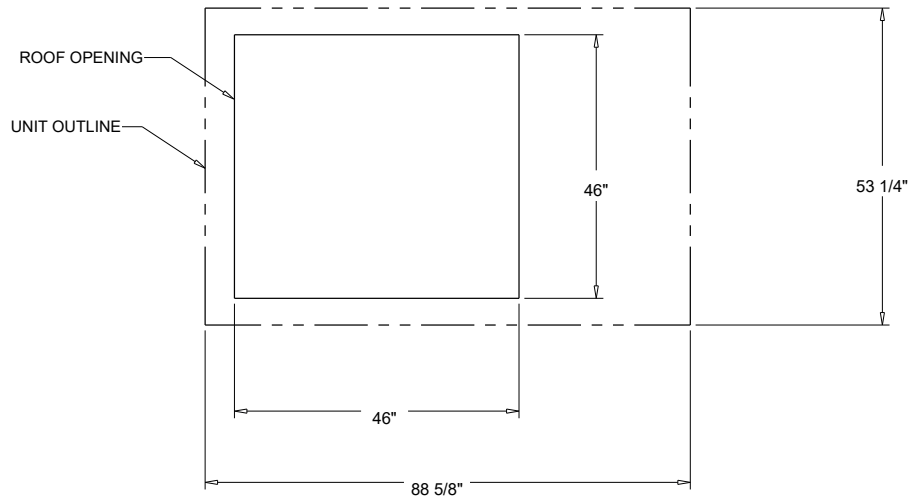


PACKAGED GAS / ELECTRICAL  
RIGGING AND CENTER OF GRAVITY

**Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
Item: B2 Qty: 1 Tag(s): RTU-14

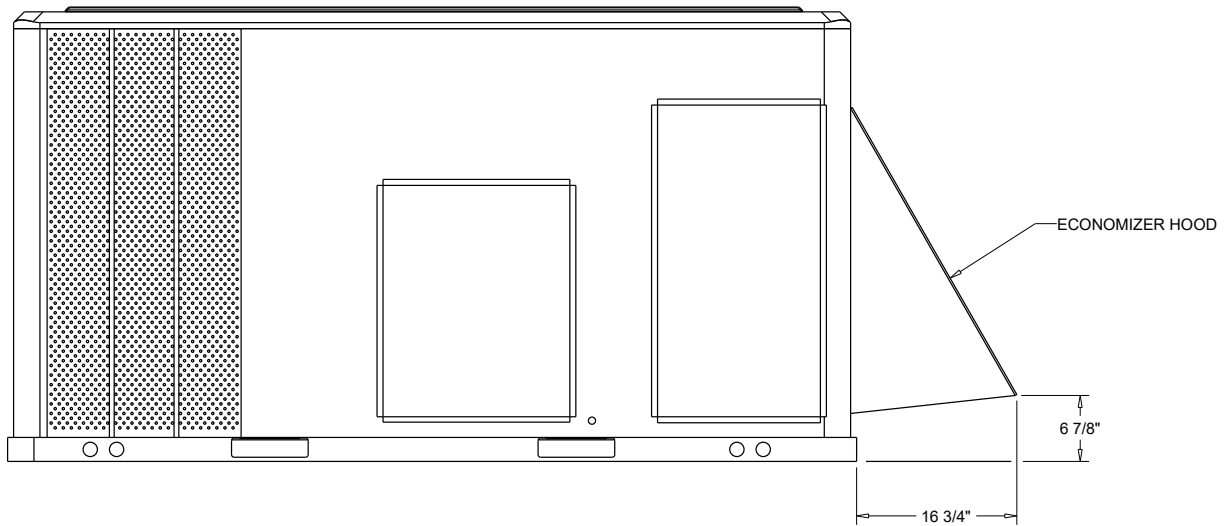
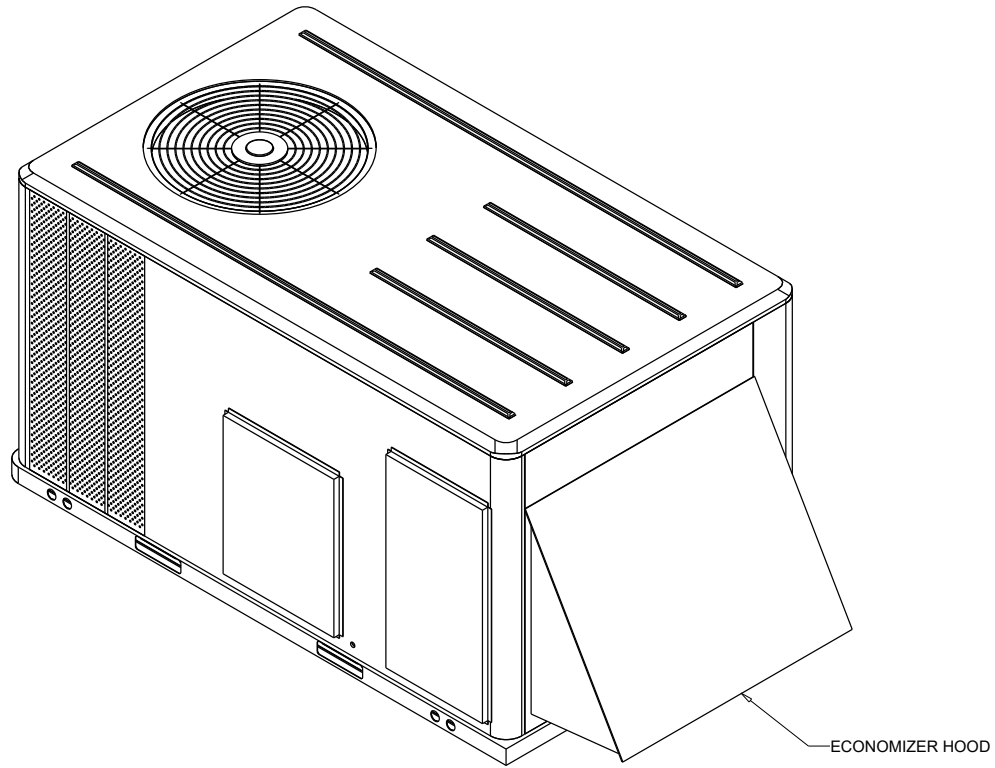


PACKAGED GAS / ELECTRIC  
CLEARANCE



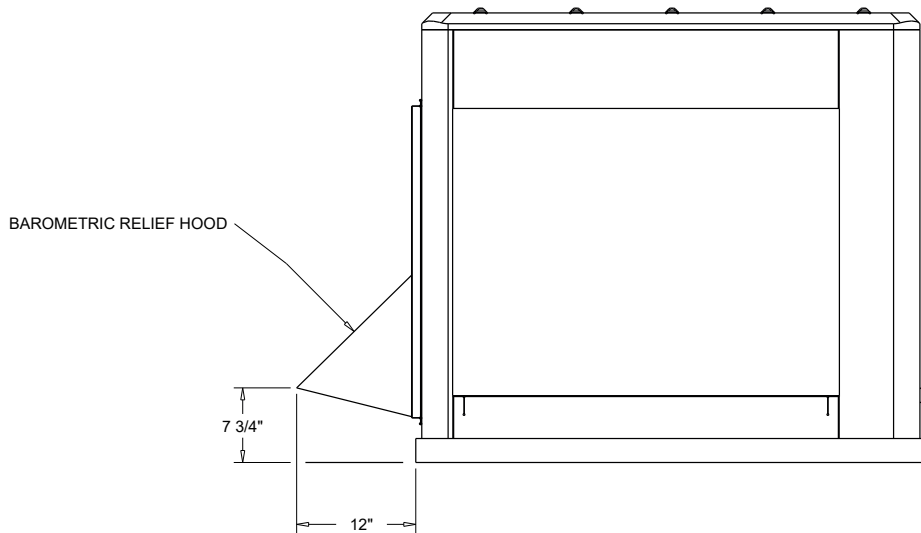
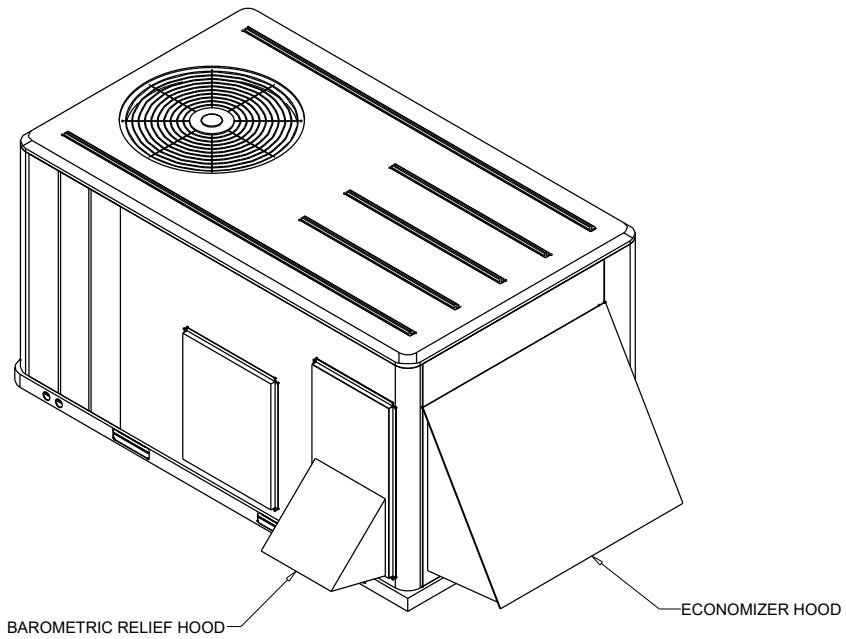
PACKAGED GAS / ELECTRIC  
DOWNFLOW TYPICAL ROOF OPENING

Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop  
Item: B1 Qty: 3 Tag(s): RTU-5,8,11



ECONOMIZER HOOD  
ACCESSORY

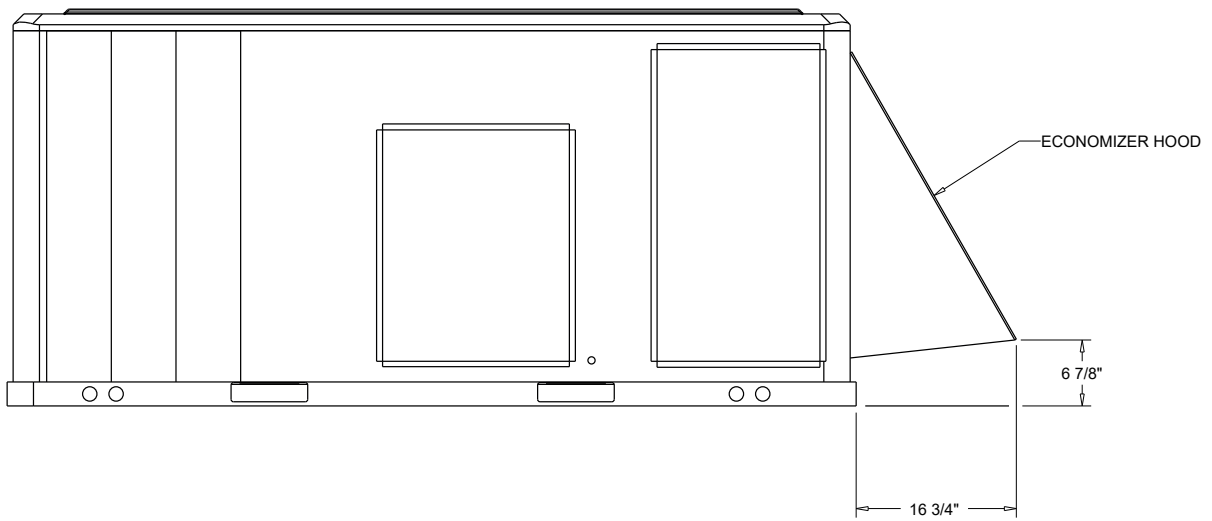
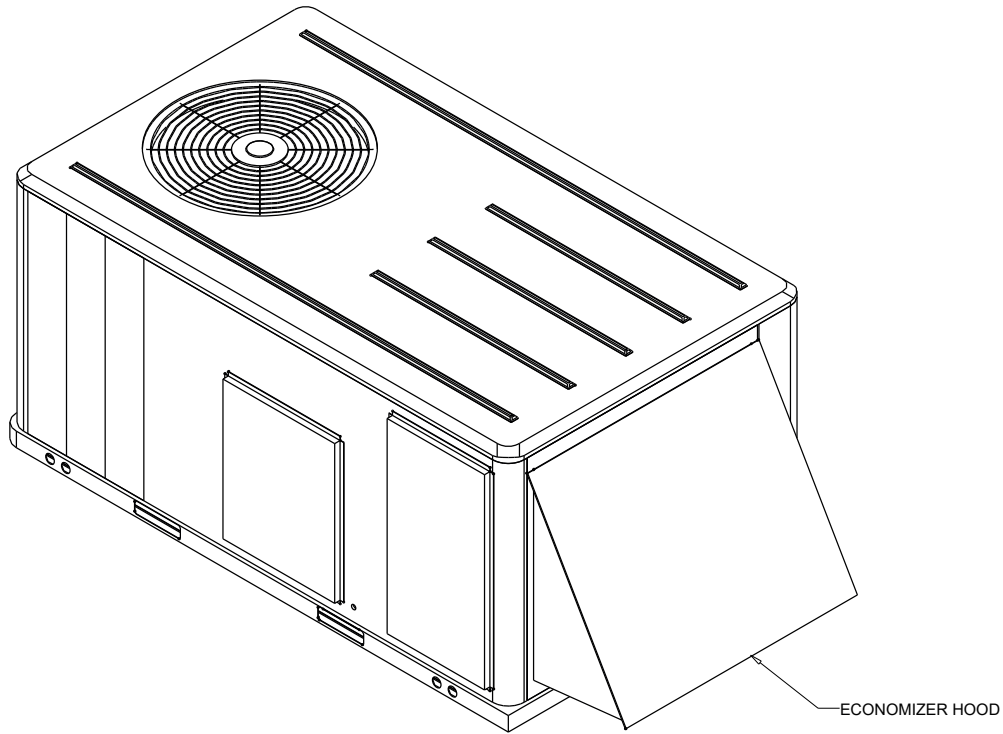
**Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
Item: B2 Qty: 1 Tag(s): RTU-14



ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD

**Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop**  
Item: B2 Qty: 1 Tag(s): RTU-14

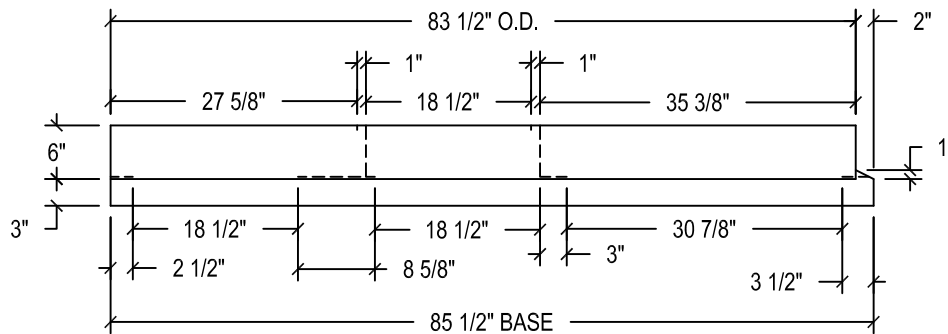
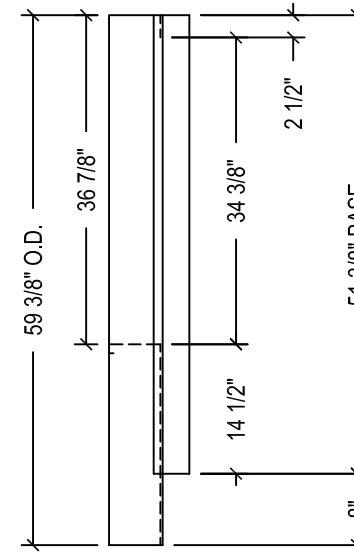
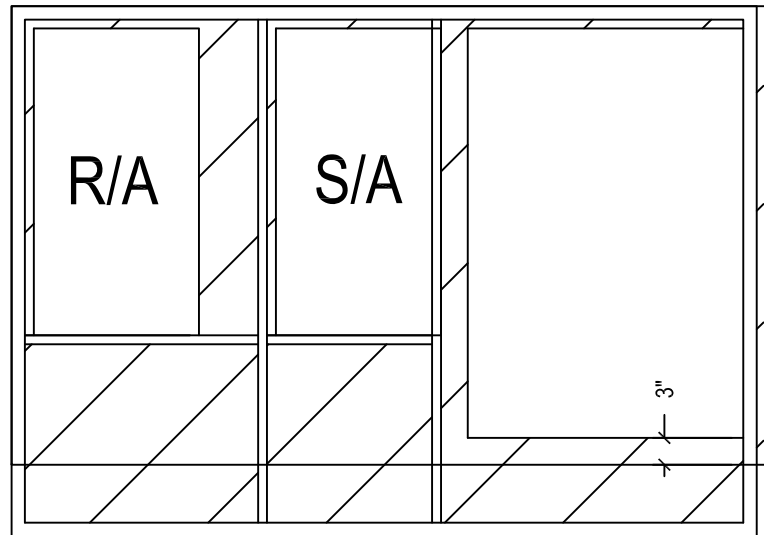
**Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)**



ACCESSORY - ECONOMIZER HOOD

Job Name: BCF #565 - Lubbock, TX

Drawing Date: 10-1-09	REV: 002 2-10-11	Approved By:
SHELL: 16 GA	PANS: 18 GA	CHANNELS: 16 GA
CLOSURES: 16 GA	TOP FLANGE DIM: 1 1/2"	



ADAPTE S ARE DESIGNED WITH AN APPROXIMATE .1" OR BELOW STATIC PRESSURE DROP, UNLESS OTHERWISE NOTED.  
3-3-21  
CHECKED BY SLR

QTY.: 3	DRAWN BY.: SLR
NEW UNIT: TRANE	
YHC120F	
OLD UNIT: TRANE	
YHC120A	
ROLLS OF GASKET: 2	
TAG: RTU-5,8,11	



**TRANSITION-CURB SYSTEM**

Confidential and propriety information of Curbs Plus, Inc. unauthorized use, disclosure, or reproduction is expressly prohibited.

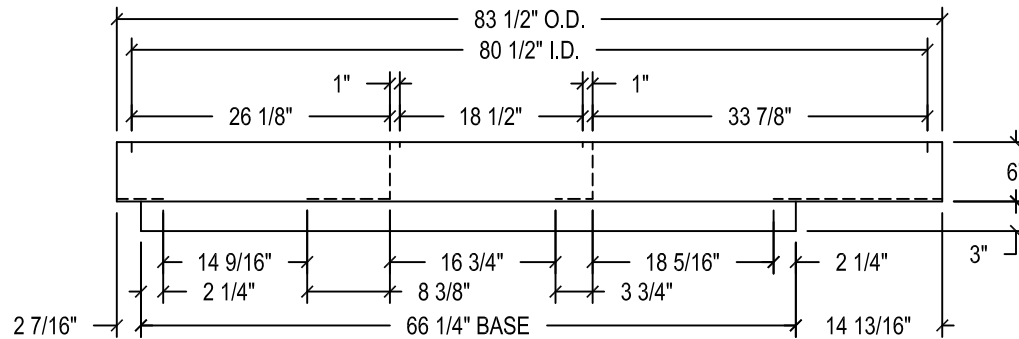
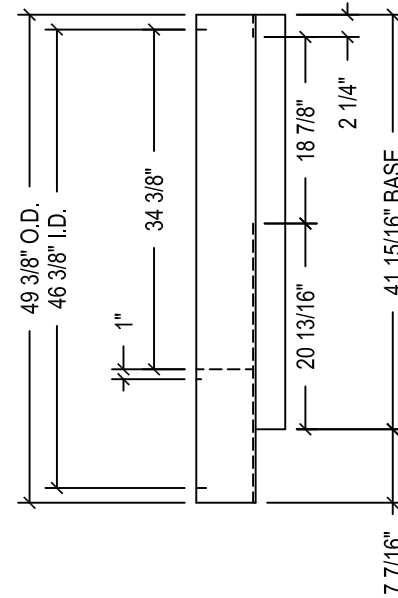
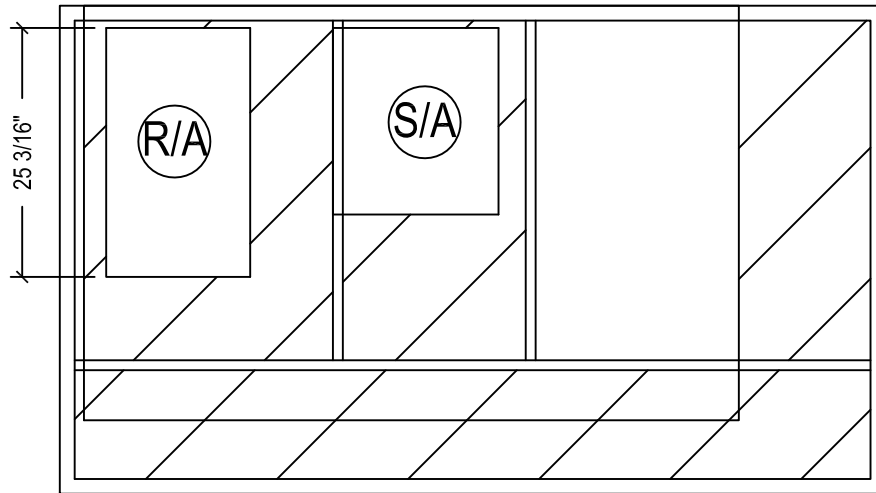
TAG PLATE: TR295TR16

APPROXIMATE WEIGHT: 165 LBS.

Note: Design subject to change without notice.

File Name: TR295TR16 NEW TRANE T-YHC-090-120E-WSC120E EXISTING TSC-WSC-YSC 072-120 ©2003 Curbs Plus, Inc.

Drawing Date: 1-29-07	REV: 001	Approved By:
SHELL: 16 GA	PANS: 18 GA	CHANNELS: 16 GA
CLOSURES: 16 GA	TOP FLANGE DIM: 1 1/2"	



ADAPTE S ARE DESIGNED WITH AN APPROXIMATE .1" OR BELOW STATIC PRESSURE DROP, UNLESS OTHERWISE NOTED.  
3-3-21  
CHECKED BY SLR

QTY.: 1	DRAWN BY.: SLW
NEW UNIT: TRANE	
YHC 060F	
OLD UNIT: TRANE	
YHC063A	
ROLLS OF GASKET: 2	
TAG: RTU-14	



**TRANSITION-CURB SYSTEM**

Confidential and propriety information of Curbs Plus, Inc. unauthorized use, disclosure, or reproduction is expressly prohibited.

TAG PLATE: TR16TR17

APPROXIMATE WEIGHT: 135 LBS

# Product Specifications

<b>OUTDOOR UNIT</b> <sup>(a)</sup> <sup>(b)</sup>	4TTR4024L1000A
POWER CONNS. — V/PH/HZ <sup>(c)</sup>	208/230/1/60
MIN. BRCH. CIR. AMPACITY	14
BR. CIR. PROT. RTG. — MAX. (AMPS)	25
<b>COMPRESSOR</b>	CLIMATUFF®- SCROLL
NO. USED — NO. STAGES	1 — 1
VOLTS/PH/HZ	208/230/1/60
R.L. AMPS <sup>(d)</sup> — L.R. AMPS	10.1 — 52
<b>FACTORY INSTALLED</b>	
START COMPONENTS <sup>(e)</sup>	NO (Uses BAYKSKT263)
INSULATION/SOUND BLANKET	NO
COMPRESSOR HEAT	NO
<b>OUTDOOR FAN</b>	PROPELLER
DIA. (IN.) — NO. USED	18.2 — 1
TYPE DRIVE — NO. SPEEDS	DIRECT — 1
CFM @ 0.0 IN. W.G. <sup>(f)</sup>	2450
NO. MOTORS — HP	1 — 1/8
MOTOR SPEED R.P.M.	1075
VOLTS/PH/HZ	200/230/1/60
F.L. AMPS	0.9
<b>OUTDOOR COIL — TYPE</b>	SPINE FIN™
ROWS — F.P.I.	1 — 24
FACE AREA (SQ. FT.)	13.75
TUBE SIZE (IN.)	3/8
<b>REFRIGERANT</b>	
LBS. — R-410A (O.D. UNIT) <sup>(g)</sup>	4 LBS., 11 OZ
FACTORY SUPPLIED	YES
LINE SIZE — IN. O.D. GAS <sup>(h)</sup>	3/4
LINE SIZE — IN. O.D. LIQ.	3/8
<b>CHARGING SPECIFICATIONS</b>	
SUBCOOLING	10°F
<b>DIMENSIONS</b>	H X W X D
CRATED (IN.)	30.1 x 26.7 x 30
<b>WEIGHT</b>	
SHIPPING (LBS.)	153
NET (LBS.)	133

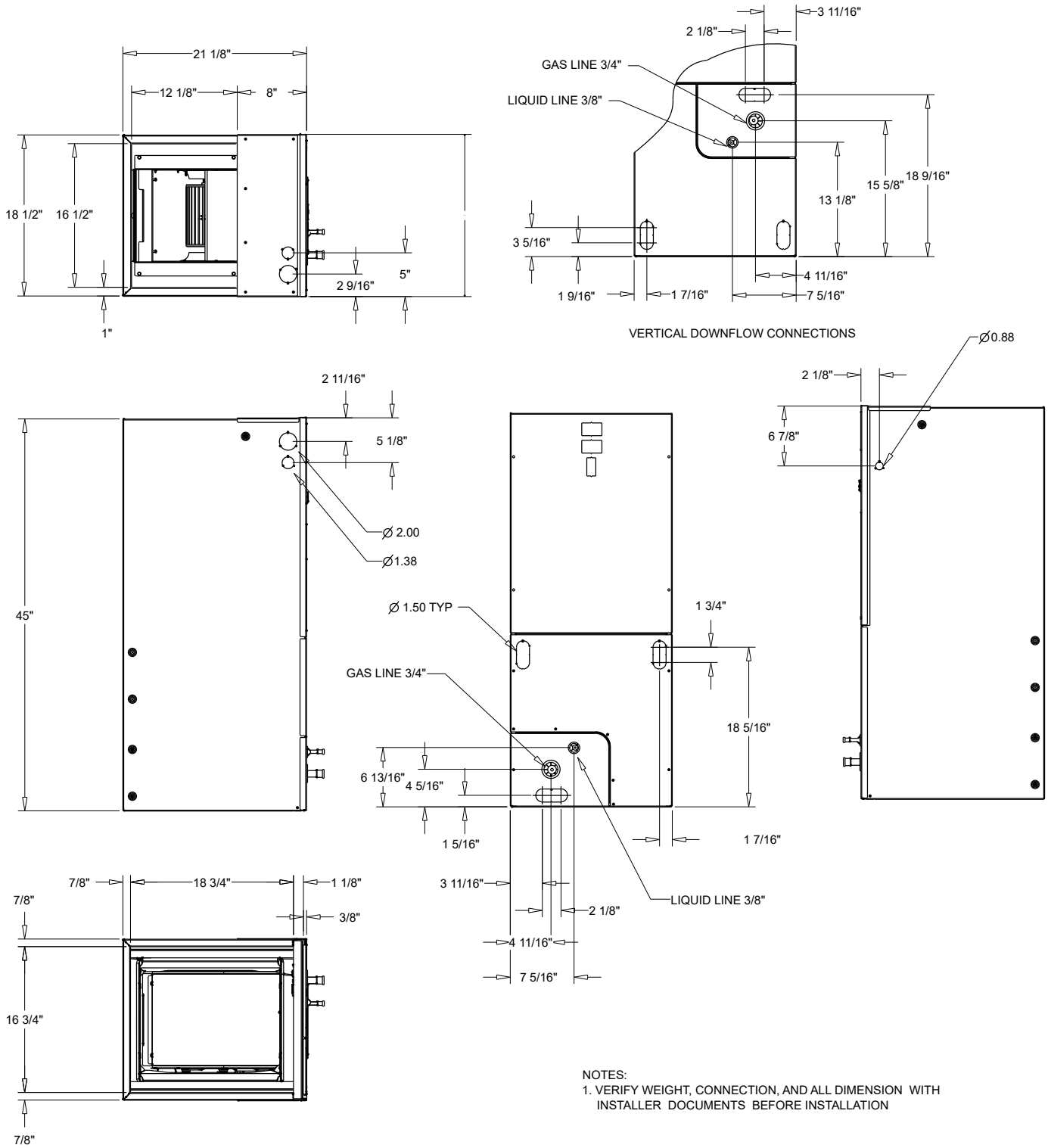
- <sup>(a)</sup> Certified in accordance with the Air-Source Unitary Air-conditioner Equipment certification program, which is based on AHRI standard 210/240.
- <sup>(b)</sup> Rated in accordance with AHRI standard 270.
- <sup>(c)</sup> Calculated in accordance with Natl. Elec. Codes. Use only HACR circuit breakers or fuses.
- <sup>(d)</sup> This value shown for compressor RLA on the unit nameplate and on this specification sheet is used to compute minimum branch circuit ampacity and max. fuse size. The value shown is the branch circuit selection current.
- <sup>(e)</sup> Use start components only when compressor is found to enter locked rotor condition and will not start or when lights dim at compressor start. No means no start components. Yes means quick start kit components. PTC means positive temperature coefficient starter. Optional kit shown.
- <sup>(f)</sup> Standard Air — Dry Coil — Outdoor
- <sup>(g)</sup> This value approximate. For more precise value see unit nameplate.
- <sup>(h)</sup> Max. linear length 60 ft.; Max. lift — Suction 60 ft.; Max. lift — Liquid 60 ft. For greater length consult refrigerant piping software Pub. No. 32-3312-0\* (\* denotes latest revision).

# Product Specifications

<b>MODEL</b>	TEM4A0B24S21SB
<b>RATED VOLTS/PH/HZ</b>	208-230/1/60
<b>RATINGS<sup>(a)</sup></b>	See O.D. Specifications
<b>INDOOR COIL – Type</b>	Plate Fin
Rows – F.P.I.	3 - 14
Face Area (sq. ft.)	4.37
Tube Size (in.)	3/8
Refrigerant Control	TXV
Drain Conn. Size (in.) <sup>(b)</sup>	3/4 NPT
<b>DUCT CONNECTIONS</b>	<b>See Outline Drawing</b>
<b>INDOOR FAN – Type</b>	Centrifugal
Diameter-Width (In.)	11 X 6
No. Used	1
Drive - No. Speeds	Direct - 3
CFM vs. in. w.g.	See Fan Performance Table
No. Motors – H.P.	1 - 1/5
Motor Speed R.P.M.	825
Volts/Ph/Hz	208-230/1/60
F.L. Amps	1.2
<b>FILTER</b>	
Filter Furnished? <sup>(c)</sup>	No
<b>REFRIGERANT</b>	<b>R-410A</b>
Ref. Line Connections	Brazed

## Unit Dimensions - Split System Air Conditioning Units (Small)

Item: C1 Qty: 1 Tag(s): AC-15/16



NOTES:  
 1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

AIRHANDLER  
 DIMENSIONAL DRAWING

**Unit Dimensions - Split System Air Conditioning Units (Small)**

**Item: C1 Qty: 1 Tag(s): AC-15/16**

**ELECTRICAL / GENERAL DATA**

<p><b>GENERAL</b> <sup>(1)(2)(4)</sup></p> <p>Model: TEM4A0B24S21SA</p> <p>Unit Primary Voltage: 208                  Unit Secondary Voltage: 230                  Unit Hertz: 60                  Unit Phase: 1</p>	<p><b>INDOOR MOTOR</b> <sup>(1)</sup></p> <p>Number: 1                  Horsepower: 0.25                  Motor Speed (RPM): 1075                  Phase: 1                  Full Load Amps: 1.3                  Locked Rotor Amps: -</p>	<p><b>FILTERS</b> <sup>(3)</sup></p> <p>Type: Remote filter                  Furnished: No                  Number: -                  Recommended: -</p>
<p><b>STANDARD</b> <sup>(5)</sup></p> <p>230 Volt / 208 Volt</p> <p>Minimum Circuit Ampacity: 2.0/2.0                  Maximum Overload Protection: 15.0/15.0</p>	<p><b>REFRIGERANT</b></p> <p>Type: R-410A                  REF. Line Connections: 3/4"                  Coupling or Conn. Size - Gas: 3/8"                  Coupling or Conn. Size - Liq.:</p>	<p><b>Weights</b></p> <p>Shipping: 110.0 lb                  Net: 116.0 lb</p>
<p><b>ELECTRIC HEAT</b></p> <p>240 Volt / 208 Volt</p> <p>Capacity Circuit #1:                  Capacity Circuit #2:                  Capacity Circuit #3:</p> <p># of Circuit:                  Phase:</p> <p>Heater Amps Per Circuit Circuit #1:                  Heater Amps Per Circuit Circuit #2:                  Heater Amps Per Circuit Circuit #3:</p> <p>Minimum Circuit Ampacity Circuit #1:                  Minimum Circuit Ampacity Circuit #2:                  Minimum Circuit Ampacity Circuit #3:</p> <p>Maximum Overload Protection Circuit #1:                  Maximum Overload Protection Circuit #2:                  Maximum Overload Protection Circuit #3:</p>	<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer tothesplit system outdoor unit product data guides for performance data.</li> <li>2. 3/4" male plastic pipe (ref.: astm 1785-76)</li> <li>3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows:                      low velocity filter: face area (sq. ft.) = cfm / 300                      high velocity filter: face area (sq. ft.) = cfm / 500</li> <li>4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used</li> <li>5. Standard mca and mop without electric heat.</li> </ol>	

**Unit Dimensions - Split System Air Conditioning Units (Small)**

Item: C1 Qty: 1 Tag(s): AC-15/16

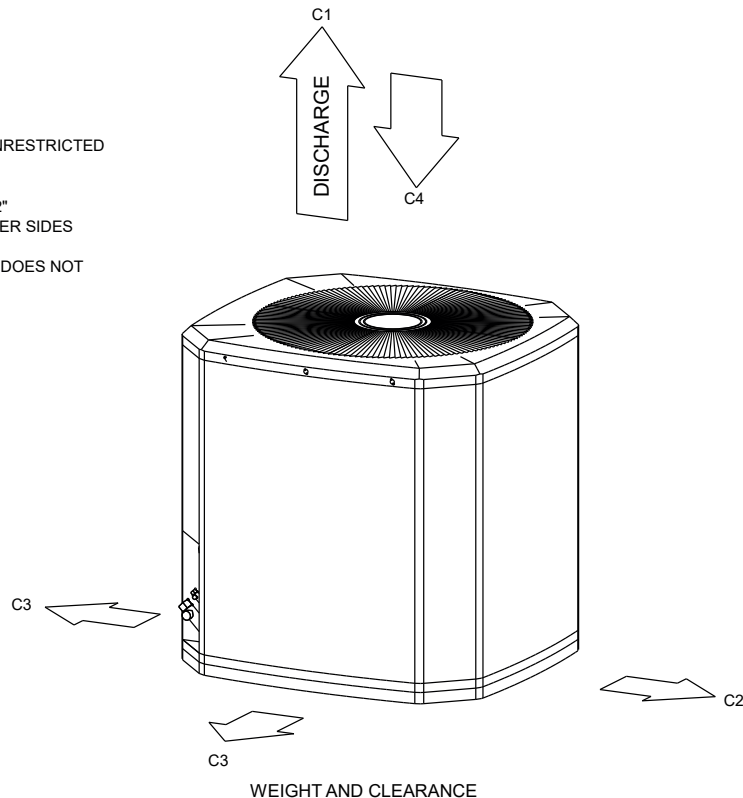
**ELECTRICAL / GENERAL DATA**

<p><b>GENERAL</b></p> <p>Model: 4TTR4024                  Voltage: 208 - 230                  Unit Hertz: 60                  Unit Phase: 1</p>	<p><b>POWER CONN.</b></p> <p>Minimum Circuit Ampacity: 14.0                  Maximum Circuit Breaker: 20.0                  Minimum Protection Rating: 20.0</p>	<p><b>COMPRESSOR</b></p> <p>Number: 1                  Phase: 1                  Rated Load Amps: 10.1                  Locked Rotor Amps: 52.0</p>
<p><b>OUTDOOR MOTOR</b></p> <p>Number: 1                  Horsepower: 0.125                  Motor Speed (RPM): -                  Phase: 1                  Full Load Amps: 0.90                  Locked Rotor Amps: -</p>	<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240.</li> <li>2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses.</li> <li>3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line.                      For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0</li> <li>4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.</li> </ol>	
<p><b>REFRIGERANT</b></p> <p>Type: R-410                  Charge: 4.7 lb                  Line Size O.D. Gas: 3/4"                  Line Size O.D. LIQ: 3/8"</p>		

WEIGHT	
NET	133.0 lb
SHIPPING	153.0 lb

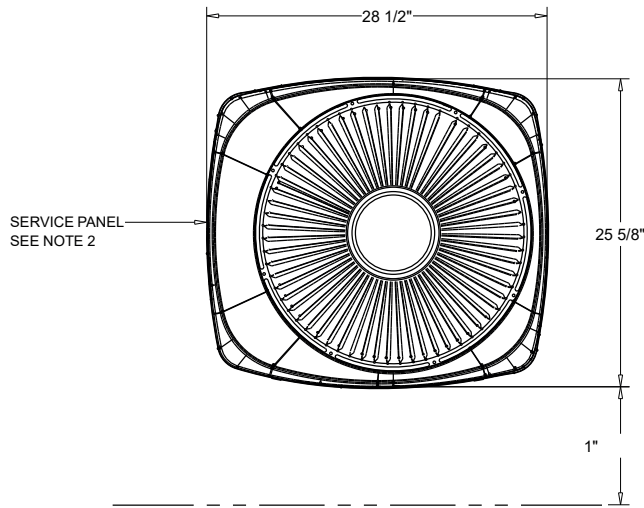
**NOTES:**

- C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
- C2. PLACE UNIT FROM WALL
- C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
- C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



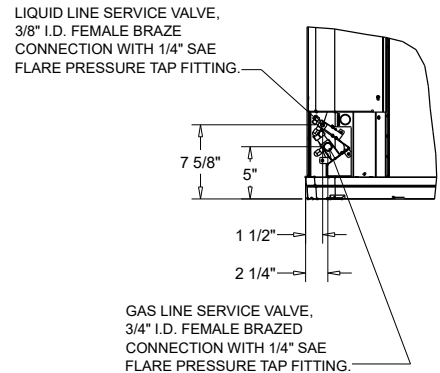
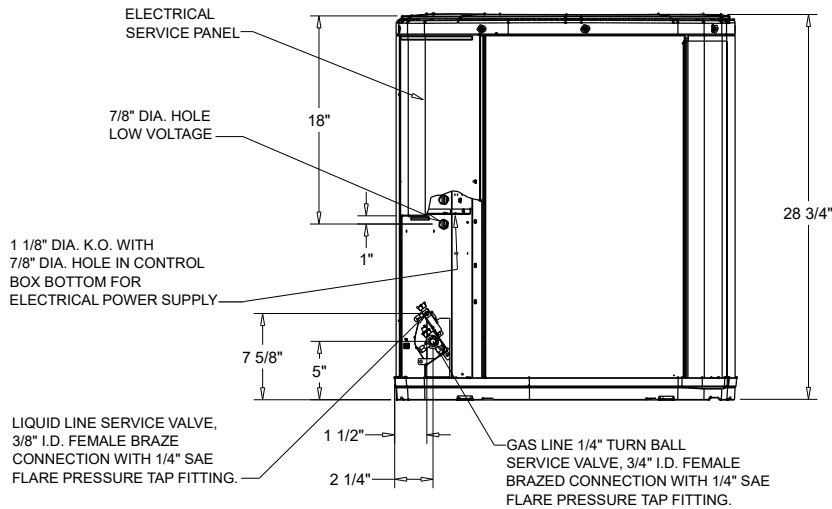
**Unit Dimensions - Split System Air Conditioning Units (Small)**

Item: C1 Qty: 1 Tag(s): AC-15/16



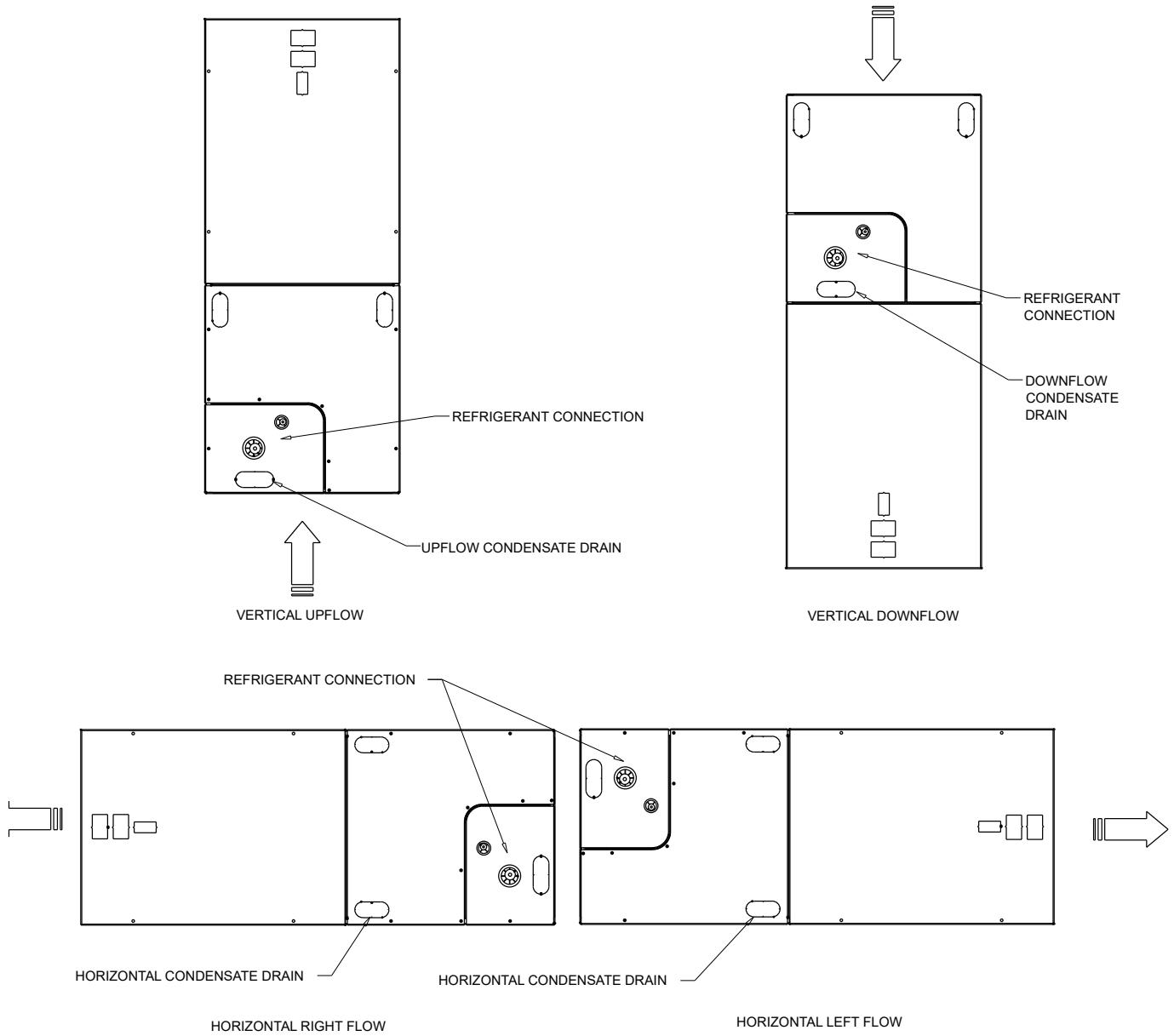
**NOTES**

1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.



**Weight, Clearance & Rigging Diagram - Split System Air Conditioning Units (Small)**

Item: C1 Qty: 1 Tag(s): AC-15/16



**NOTES**

1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0

CLEARANCE NOTES:  
 \* 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALLED 0" AFTER THE FIRST <<36.00-LN>>

Total Net Price (Excluding Sales Tax) .....\$ To Follow

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS.
---	--

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).**

<p><b>CUSTOMER ACCEPTANCE</b></p>  <p>_____</p> <p>Authorized Representative</p>  <p>_____</p> <p>Printed Name</p>  <p>_____</p> <p>Title</p>  <p>Purchase Order _____</p>  <p>Acceptance Date _____</p>	<p><b>TRANE ACCEPTANCE</b></p> <p>Trane U.S. Inc.</p>  <p>_____</p> <p>Submitted By:</p> <p>Cell:</p> <p>Office:</p>  <p>_____</p> <p>Authorized Representative</p>  <p>_____</p> <p>Title</p>  <p>_____</p> <p>Signature Date</p>
--	--

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

"Company" shall mean Trane U.S. Inc..

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

**5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION**

**OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

### **13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall

not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. 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 but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.