

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 1-31-23

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

180 Days ARO

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

N/A

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Comforts of Home Services, Inc.

ADDRESS: 410 Rathbone Ave

CITY, STATE: Aurora, IL ZIP: 60506

TELEPHONE: (630) 906-8002 FAX: (847) 574-7600

EMAIL ADDRESS: Dan@coha.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 458,240.00

AUTHORIZED SIGNATURE: [Signature]

Daniel Fischer

Printed Name

TITLE: Senior Account Representative

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140433

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	5.00	EA	<p>ONE TIME PURCHASE OF PORTABLE RESTROOM AND SHOWER COMBO TRAILERS FOR THE JEFFERSON PARISH EMERGENCY MANAGEMENT DEPARTMENT</p> <p>0010 - ADA+4 STATION PORTABLE SHOWER/ RESTROOM COMBO TRAILER- OAHU SERIES</p> <p>**THIS IS NEEDED FOR HURRICANE SEASONS**</p>	<p>\$ <u>88,707.20</u></p>	<p>\$ <u>443,536.00</u></p>
2	1.00	ONLY	<p>0020 - FREIGHT -APPROXIMATE TO ZIP 70053</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS</p>	<p>\$ <u>14,704.00</u></p>	<p>\$ <u>14,704.00</u></p>

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid #50-00140433 One Time Purchase of Portable Restroom and Shower Combo Trailers for The Jefferson Parish Emergency Management Department.)

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Daniel Fischer Senior Account Rep., hereby certify on
(name and title of bidder's official)

behalf of Comforts of Home Services Inc. that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 2nd day of December, 2022

By [Signature]
(signature of authorized official)

Senior Account Representative
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid #50-00140433 One Time Purchase of Portable Restroom and Shower Combo Trailers for The Jefferson Parish Emergency Management Department.)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Daniel Fischer Senior Account Rep.
(Name and Title of bidder's official)

Comforts of Home Services Inc.
(Name of bidder/company)

460 Rathbone Ave.
(Address)

Aurora, IL 60506
(Address)

PHONE 630-906-8002 FAX 847-574-7600

EMAIL Don@Cohsi.com

 Signature 12/2/22 Date

Non-Public Works Bid

AFFIDAVIT

STATE OF Illinois

PARISH/COUNTY OF Kane

BEFORE ME, the undersigned authority, personally came and appeared: Daniel Fischer, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Agent of Comfort of Home Services Inc (Entity), the party who submitted a bid in response to Bid Number 50 00140433, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

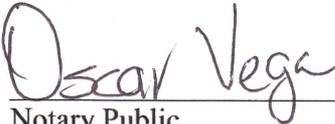
[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

Daniel Fieder
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 2 DAY OF December, 2022


Notary Public

Oscar Vega
Printed Name of Notary

891113
Notary/Bar Roll Number

My commission expires 03-13-23.



CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

Comburts of Home Services Inc.

INCORPORATED.

AT THE MEETING OF DIRECTORS OF Comburts of Home Services Inc.

INCORPORATED, DULY NOTICED AND HELD ON 10/20/13,

A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT Doniel Fracher, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



SECRETARY-TREASURER

12-2-22

DATE

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)

Jefferson Parish Purchasing
Name: Department
Address: 200 Derbigny Street, Suite 4400
City, State: Gretna, LA
Zip: 70053
Email(s): sfolse@jeffparish.net
Phone: 504-364-2680

SHIP TO:

Jefferson Parish Emergency Operations & Communications Center
Name: Communications Center
Address: 910 3rd Street
City, State: Gretna, LA 70053
Contact: Shanna Folsie
Phone: 504-364-2680

5 Station 30' Private Handicap Accessible Combo Trailer with 750 gallon waste tank

Interior Color	Grey Pebble FRP	Exterior Color	Pewter Gray	Quantity	5
<i>*All Interior Color Choices include waterproof White Trim Package</i>				Base Price Each	\$73,732.00

TOTAL BASE PRICE
\$368,661.00

- STANDARD ITEMS - ALL TRAILERS -

- Oversized Structural Steel Beams
- All Steel Cage Construction
- E-Z Lube Hubs
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Electric Brakes

- Keyed alike Locks
- Commercial PEX Water Lines
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- 2 5/16" Trailer Receiver
- 16" - 8 lug rims

- STANDARD ITEMS - PER TRAILER DESIGN -

- A/C (13,500 BTU)
- Heavy Duty Alum. Steps & Handle
- Timed Faucets
- LED Interior - Exterior Trailer Lighting
- LPG on Demand water heater - shower trailers

- FRP (fiberglass wall panels)
- Vinyl sheet flooring
- Waste Water Tank
- Waste Tank Sight Gauge
- Utility Room



Valterra 3" RV style. 1 per tank.

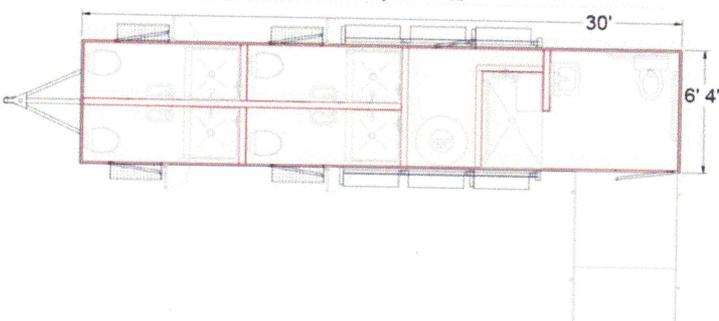
COHSI Standard Dump Valve

Power Options:
110V plug(s) - cord(s) included
30 amp plug(s) - cord sold separate
50 amp plug(s) - cord sold separate

Direct wire

Doors on Streetside / Doors on Curbside

Circle your choice



[See the next page for Optional Items](#)

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

5	Options listed on page 2			\$14,975.00	\$ 74,875.00
					\$ -
				Trailer Sub-Total:	\$443,536.00
Sales Tax (when applicable)		State:		Tax Rate:	\$ -
4595	Delivery Charge per Mile (5 Trailers @ 919 miles per trailer	Standard	Bumper Pull	\$ 3.20	\$ 14,704.00

No specific certifications, stamps or seals are provided or implied with this trailer...

Such items may be made available from a third party, at an additional cost (must request prior to build)

Signed Quote and 50% Deposit are required to place order on Production Schedule*

Final payment of unit will be due upon completion, and before delivery - Storage Fees may apply after 7 days*

*50% Deposit and Final Payment are due as noted unless other arrangements are approved by management.

FINAL PRICE
Financing Available (WAC) **\$458,240.00**

50% Due upon order	\$ 229,120.00
50% Due Upon Completion	\$ 229,120.00

Trailer must be Pumped Out before Transport

Notes: Sku #6503NB Bid #50-00140433 One Time Purchase of Portable Restroom and Shower Combo Trailers for the Jefferson Parish Emergency Management Department



QUOTATION
D02918

OPTIONAL ITEMS

Qty	Option	\$/ea.	Total \$
	Interior upgrade to Smooth White, Grey or Taupe FRP Panels with White Chair Rail (per Trailer foot)	\$80	\$0
	Interior upgrade to Stainless Steel Subway Tile or Shiplap Accent Wall behind sink(s) - (per square foot)	\$35	\$0
	Upgrade to High Privacy Metal Partitions from Standard Partitions - Increased Height w/ Privacy Door (per Stall)	\$60	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)	\$250	\$0
	Upgrade to Panel Doors from Standard Partitions (per Door)	\$300	\$0
	Generator Mount on Tongue of Trailer with Vinyl Cover	\$500	\$0
1	Remote Monitoring Application (Includes Deep Cycle Battery) (Viatrax)	\$1,200	\$1,200
	Single Solar Panel (Includes Deep Cycle Battery)	\$850	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	Aluminum Diamond Plate Fold up Ramp and Railing - Drop Box Units (Wheelchair access)	\$3,500	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - On site assembly required (not included)	\$13,500	\$0
1	Lowering Trailer with Fold up Ramp and Railing - (Wheelchair access, Grinder Pump Toilet required) (Hydraulic)	\$8,500	\$8,500
	Lowering Handicap Accessible Module w/Fold up Ramp & Railing - Hydraulic Lowering (Wheelchair access, Grinder Pump Toilet required)	\$10,500	\$0
	Outreach Lift System - Handicap lift ramp with additional step. (Attendant is required to operate)	\$7,500	\$0
			\$0

Qty	Option	\$/ea.	Total \$
30	Coin Rubber Floor (per Trailer foot)	\$40	\$1,200
	Aluminum Wheels	\$160	\$0
	Powered Vent/ Skylight with Vent Cover	\$240	\$0
1	Diamond Plate Rock Guard	\$450	\$450
1	Spare Tire (mounted)	\$350	\$350
5	Vacant/ Occupied LED Indicator - Operated by Timer	\$125	\$625
	Water tank / pump, 105 gallons	\$850	\$0
	Water tank / pump, 140 gallons	\$900	\$0
1	Water tank / pump, 225 gallons (215 gallons usable)	\$1,050	\$1,050
	Water tank / pump, 300 gallons (275 gallons usable)	\$1,450	\$0
	Water tank / pump, 400 gallons (380 gallons usable)	\$1,600	\$0
	Hot Water Heater (Utility - Handwash)	\$300	\$0
	Replace LPG Tankless w/ Electric (Increases Power Requirement)	\$300	\$0
	Fiberglass Subfloor - per Trailer foot (included w/shower trailers)	\$110	\$0
	Wall Heater	\$245	\$0
	Cold Weather Package (per Trailer foot) - Helps trailer operate more comfortably in conditions around the freezing temp of 32 degrees. Power MUST always be on	\$100	\$0
1	Dual 40# Propane Tanks mounted on Tongue	\$600	\$600
	Dual 100# Propane Tanks mounted on Tongue (no generator)	\$900	\$0
5	Outlets - GFI protected	\$120	\$600
	Music Amp w/ 2 speakers (Bluetooth and USB car)	\$550	\$0
	Additional Speaker	\$150	\$0
	Electric Hand Dryer (No Heat)	\$650	\$0
	Electric Front Jack. (requires battery)	\$325	\$0
Inc	30 Amp Power Cords	\$0	\$0

Qty	Option	\$/ea.	Total \$
Inc	Standard Residential Toilet (upgrade)	\$250	\$0
	Add Toilet	\$450	\$0
	Add Urinal	\$450	\$0
	Add Sink (Wall-Mount/ Pedestal)	\$475	\$0
	Upgrade from Single Pedstal Sink to Single Cabinet Vanity	\$400	\$0
	Upgrade from Single Pedestal Sink to Double Skirted Sink (existing layout permitting)	\$650	\$0
	Single Framed Mirror	\$190	\$0
	Double Framed Mirror	\$280	\$0
	Fold Down Seat (15")	\$300	\$0
	Fold Down Seat (18")	\$350	\$0
1	Baby Changing Station (vertical or Horizontal)	\$400	\$400
	12"x4" Stainless Steel Shelf	\$65	\$0
			\$0

Qty	Customer Installed Accessories	\$/ea.	Total \$
	Double Roll Toilet Paper Dispenser	\$40	\$0
	Stainless Steel C-Fold Towel Dispenser	\$175	\$0
	Enmotion Hands Free Towel Dispenser	\$250	\$0
	Stainless Steel Garbage Can	\$350	\$0
	Foaming or Liquid Soap Dispenser	\$50	\$0
	Sanitary Napkin Disposal SS	\$70	\$0
			\$0
			\$0
			\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$14,975.00

AGREEMENTS:

- *It is the purchasers responsibility to research and provide us with any codes or build standards unique to your area that affect the trailer construction or use.
- *Comforts of Home Services, Inc is not responsible for State, Local, or any "other" requirements related to Building Codes and/ or Compliance.
- *Deposit must be received within 72 hours to secure production space. Once the deposit is received, your order may not be cancelled or refunded.
- *Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
- *Quoted lead times are estimated. Production times may vary due to circumstances beyond our control.
- *Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.
- *Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
- *Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.
- * In no event shall seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters; disease/ Pandemic; or acts of God; acts of criminals or a public enemy; war; riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages, or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

V11_22

*I acknowledge that I have received and accept the Comforts of Home Services, Inc Terms and Conditions

(Initials)

Signature: _____

Print Name: _____

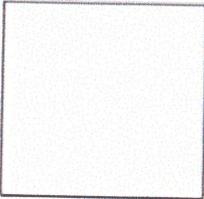
Date: _____

Trailer Color Selection Approval

Trailer Name / Number: Jefferson Parish Emergency Operations & Communications Center Bid# 50-00140433

EXTERIOR Color Options. Circle your choice from the list below:

STANDARD COLORS:



Crystal White



Light Pewter

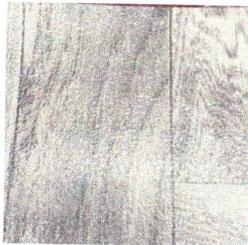


Charcoal

CUSTOM Color Options. Available for an additional cost:

Green / Victory Red / Champaign Beige / Black / Dove Gray / Royal Blue / Other: _____

FLOORING Color Options. Circle your choice from the list below:



New Gray



Gray Wood



Black Stone



Coin

Standard Interior Color Selection: White Pebble FRP

Gray Pebble FRP

Upgraded FRP Interior Color Selection: Smooth white Smooth Taupe Smooth Gray

Partition Color Selection: Latte Slate Charcoal Other: N/A

Interior trim: White Aluminum wash down

Other Build notes: (customer / Sales) Remote Monitoring App (Viatrix) Hydraulic Lowering Trailer with ADA Ramp Spare Tire

Diamond Plate Rockguard 225 gallon fresh LED Indicators 40# Propane Tanks GFI Outlets 30 Amp Power Cords Residential Toilets Baby Changing Station

Approved By: _____

Printed name: Shanna Folse

Date: _____



Comforts of Home
Services, Inc.
Comfort Care Warranty

Comforts of Home Services Inc (warrantor), of Aurora Illinois hereby provides a 5-year Limited Warranty on our trailer frame and waste tank. This does not include damage, paint, undercoating or insulation. Comforts of Home Services Inc. provides a 1-year Limited Warranty on the trailer as a whole. The warranty described in this agreement is in lieu of all other warranties, expressed or implied. This warranty shall apply to the original purchaser as shown on the sales agreement. Warranty begins on the date the trailer is delivered to you.

Certain individual components are warranted by their respective manufacturers' warranty program and therefore are excluded from the Manufacturers "Comfort Care Warranty". These components include, but are not limited to; tires, wheels, axles, couplers, jacks, light fixtures, windows, doors, heaters, air conditioners, toilets, sinks, faucets, pumps, awnings and most other electrical or mechanical systems. Warranty claims must be filed with the respective component manufacturers' warranty department within the coverage period. Any installation fees, shipping fees, or other costs associated with the repair of the items not covered by the respective manufactures' warranty are the sole responsibility of the trailer owner.

Except as otherwise specifically set forth herein, Seller warrants only that goods furnished by Seller shall conform to the specifications set forth on the final order acknowledgement issued by Seller. To obtain consideration under this Limited Warranty, Buyer must first contact Seller, stating in what respect the good are believed by Buyer to be defective. Failure to give such notice within the warranty period shall be a waiver of this Limited Warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period. This Limited Warranty shall not apply to goods which, in Seller's sole judgement, have been the subject of negligence, misuse, abuse, accident, misapplication, tampering or alteration, defacing, scratches, dents, chips, and or tears, on any surface, not caused by the warrantor, nor shall it apply to goods damaged by acts of God, war or civil insurrection, improper assembly, installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, failures caused by foreign materials, erosion, or wear and tear. This Limited Warranty, and Seller shall not under any circumstances be liable for, damages for injuries to persons or property, loss of product, loss of profits, loss of use, expenses of labor, travel or other items related to the removal, replacement or recall of defective goods; damages resulting from the removal of defective goods or the installation of repaired or replacement goods; expenses relating to the transportation of goods to and from Seller's facility; damages resulting from any consequential, incidental, contingent or special damages, whether arising in contract, in tort, or under statute; or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses. All warranties and liabilities shall be voided in full if any changes, modifications or repairs are made to the unit without written consent by the manufacture or respective individual component manufacturers. In no event shall Seller's total liability exceed the specific purchase price of the subject goods. THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

Please refer to the product owner's manual, or contact and authorized representative of the warrantor, for instructions on filing a warranty claim. No person is authorized to give any other warranty or to assume any other liability on the Seller's behalf. The provisions of the Limited Warranty shall be interpreted and governed pursuant to the Laws of the State of Illinois.