

DATE: 11/18/2020

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00132924

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: RSCOTT

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

APPROX. 21 WEEKS
DRAWINGS ARE ONCE APPROVAL
SENT IN

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: _____

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

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: CED dba IC ELECTRIC	
SIGNATURE: (Must be signed here)	TITLE: SALES
PRINT OR TYPE NAME: CHUCK PUINNO	
ADDRESS: 3321 WESTBANK EXPRESSWAY	
CITY, STATE: HARVEY LA	ZIP: 70058
TELEPHONE: (504) 341-4281	FAX: (504) 340-3400
EMAIL ADDRESS: CPUINNO@CED-ICELECTRIC.COM	

TOTAL PRICE OF ALL BID ITEMS: \$ _____

DATE: 11/18/2020

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00132924

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>Purchase of (1) transformer for the Jefferson Parish Recreation Department</p> <p>0010-TRANSFORMER, 225 kVA 3 PHASE PAD- MOUNTED,HIGH VOLTAGE 13800 DELTA VOLTS LOW VOLTAGE 480Y/277 VOLTS.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS</p> <p>DELIVER TO: 3000 DOWNS BLVD METAIRIE, LA 70003</p>	<p>\$11,450.00</p>	<p>\$11,450.00</p>

Part Number: N9THRBZO

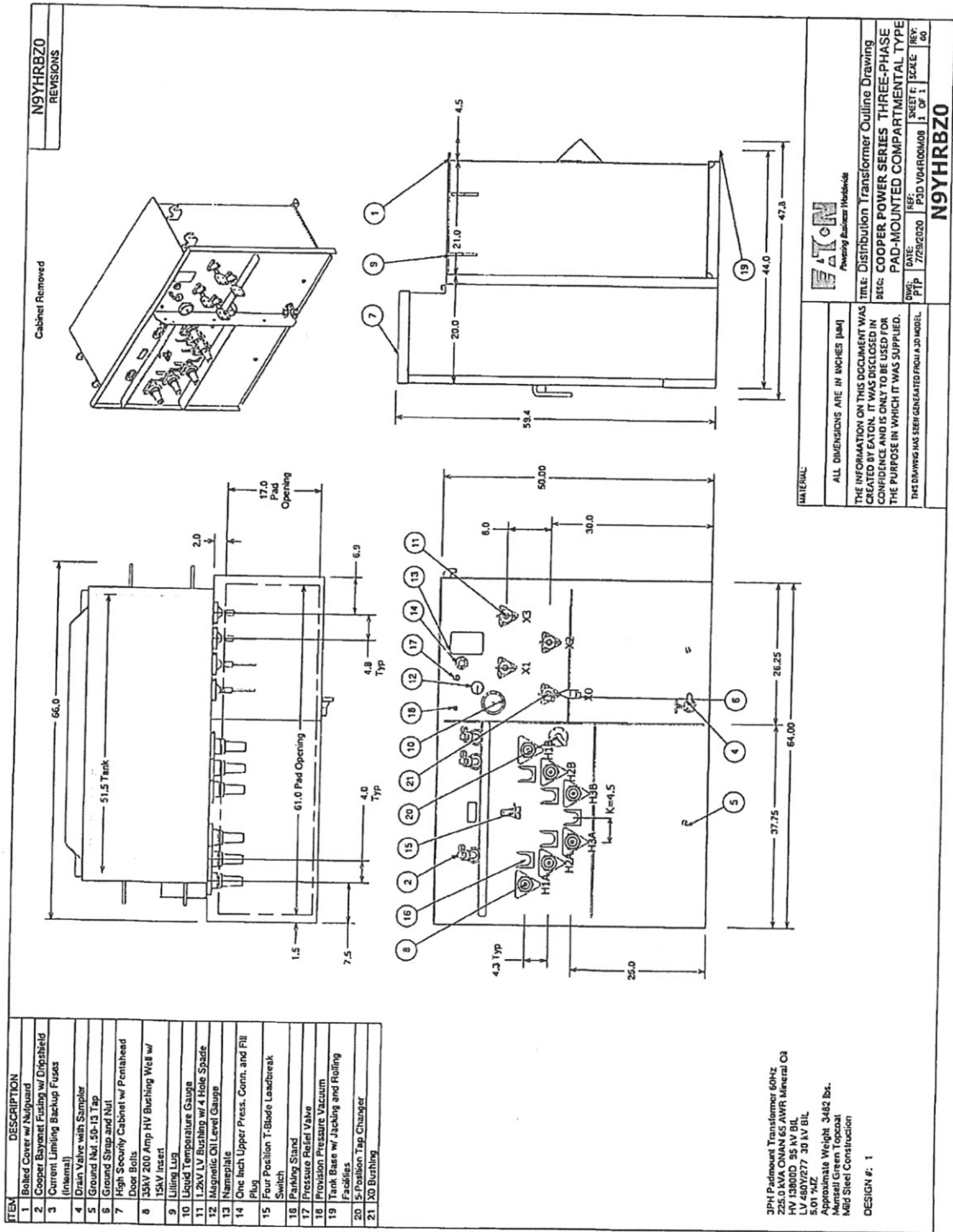
kVA	225 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Frequency	60 Hz.
Insulating fluid	Mineral Oil
Elevation	Designed for operation at 1000 m (3300 ft) above sea level
Sound Level	NEMA TR1 Standard
Efficiency Standard	DOE 2016
High Voltage	13800 Delta Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	2 – 2.5% taps above and 2 – 2.5% taps below nominal
Tap changer	100 Amp 5-position tap changer
High Voltage Bushings	200 amp Cooper bushing well (Qty:6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Load-Break Switching	15 kV, 630A 4-Position T-blade
Arresters	None
Overcurrent Protection Fuses (Qty:3)	Bayonet Fuses in series with Partial-Range Current-Limiting
Expulsion fuses	Bayonet fuses (Qty:3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty:3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
Low Voltage Bushings (Qty:4)	5/8" copper stud with 4-hole screw-on spade bushing(s)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts

IR Windows	No Window required
IEEE K-Dimension dimensions	Loop feed per IEEE C57.12.34-2015 Figure 11 minimum (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Thermometer, dial-type
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE Standard one-hole ground pads (Qty: 3)
Packaging	Pallet
Cover	Bolted cover

Gauges Location	Inside Main Cabinet on front Plate
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PERFORMANCE DATA:

Design Impedance	5.01% (For Reference Only)
Fluid Weight	1235 lbs
Total Weight	3470 lbs
Fluid Volume	166 Gallons
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum



Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: January 23, 2021

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity – Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if international
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
 - If shipping collect an account number must be provided
 - If shipping third party a payer address is needed
 - If shipping direct to the end user, provide an address, contact name and contact number
 - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
 - Please note when the customer needs the material
 - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

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Phone: 225-291-2314 Fax: 225-291-3543 E-Mail: jgiroir@hvsales.com

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

*IF NO APPROVAL DRAWINGS ARE REQUIRED, lead-time is (X) weeks from receipt of complete order information.

*IF APPROVAL DRAWINGS ARE REQUIRED, drawings will be scheduled upon receipt of complete order information and at the lead-time in effect at that time. Current drawing lead time is (Y) weeks. Scheduling into production will occur upon the receipt of approved drawings at Cooper Power Systems with a release to manufacture. The equipment will also be scheduled at the lead-time in effect at the time of release to manufacture. (CAUTION: Our quoted product lead time starts after release to manufacture. Time for customer review and approval of drawings is not included in the lead time.)

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal, or call our 24-hour response number: 1-800-498-2678.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Orders placed on hold must be done so at least 8 weeks prior to ship date. These orders can only be held a maximum of sixty days. After that period they will be viewed as a cancellation, subject to cancellation terms. At the time the order is released from the hold, it will be rescheduled at current lead time.

Item Details

Item Number: 00003

Customer RFQ Information: Email; Dated: 4/3/2013
 Outline Drawing Title: N9YV56TJ

Quantity	Unit Price	Extended Price
1	11,450.00	11,450.00

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 21 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 6 weeks plus time for customer review.

Description:

kVA	225 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Frequency	60 Hz.
Insulating fluid	Mineral Oil
Elevation	Designed for operation at 1000 m (3300 ft) above sea level
Sound Level	NEMA TR1 Standard
Efficiency Standard	DOE 2016
High Voltage	13800 Delta Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	2 - 2.5% taps above and 2 - 2.5% taps below nominal
Tap Changer	100 Amp 5-position tap changer
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Load-break Switching	15 kV, 630A 4-Position T-blade
Arresters	None
Overcurrent Protection	Bayonet Fuses in series with Partial-Range Current-Limiting Fuses (Qty: 3)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
Low Voltage Bushings	5/8" copper stud with 4-hole screw-on spade bushing(s) (Qty: 4)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
IR Windows	No Window Required
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2015 Figure 11 minimum dimensions (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Thermometer, dial-type
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE standard one-hole ground pads (Qty: 3)
Packaging	Pallet
Cover	Bolted cover

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Eaton's Power Systems Division
Proposal Number: BRDN081262
Revision 00

Date: November 24, 2020
Proposal Valid Through: January 23, 2021

Item Number: 00003

Gauges Location Inside Main Cabinet on Front Plate

PERFORMANCE DATA:	
Design Impedance	4.33% (For Reference Only)
Fluid Weight	1238 lbs
Total Weight	3310 lbs
Fluid Volume	166 Gallons
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum

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This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Proposal Notes

Technical

In addition to transformers, Eaton's Cooper Power Systems also offers a wide range of vault and pad-mounted underground distribution switchgear for your sectionalizing, overcurrent protection and automation needs. Various product types are available to provide either fused or electronic resettable overcurrent protection, with under oil or vacuum switching. Switchgear is also available for applications such as reclosing, source transfer, grid intertie, and automatic feeder reconfiguration. Please contact your sales representative for additional information.

Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils.

Unless specifically listed in the quoted transformer bill of material, the following items are not included in this proposal: elbows, elbow grounding kits, connectors, stand-offs, insulated bushing type parking stands (standoff bushings), insulated protective caps (bushing covers), insulated protective bushing well plugs, secondary terminating lugs, grounding lugs, anchor bolts, padlocks, key interlocks, hot sticks, pentahead wrenches. Please contact your Eaton sales representative for information on how to procure this equipment.

Product/Design Testing

Eaton performs the routine tests as defined in the current IEEE standards C57.12.00 and C57.12.90, which include:

- Ratio, Polarity, and Phase Relation: Ensures correct winding ratios, phase shift, and tap voltages. Tested at a maximum of 100V.
- Winding Resistance: Verifies the integrity of internal HV and LV connections; provides data for loss upgrade calculations.
- Insulation Power Factor: This test verifies that vacuum processing has thoroughly dried the insulation system to required limits. Please note ECPS does not utilize Doble testing equipment.
- Routine Impulse Tests: The most severe test, simulating a lightning surge. Applies one reduced wave and one full wave to verify the BIL rating.
- Applied Potential: Applied to both high-voltage and low-voltage windings, this test stresses the entire insulation system to verify all live-to-ground clearances.
- Induced Potential: 3.46 times normal plus 1000 volts for reduced neutral designs, twice normal voltage for full-neutral designs.
- Loss Test: These design verification tests are conducted to ensure that guaranteed loss values are met and that test values are within design tolerances. Tests include no-load loss and excitation current along with impedance voltage and load loss.
- Leak Test: Pressurizing the tank for approximately 4 to 6 hours to ensure a complete seal, with no weld or gasket leaks, to eliminate the possibility of moisture infiltration or oil oxidation.

This proposal is based upon standard factory testing. These tests are the routine tests as defined by IEEE C57.12.00. Certified test reports can be provided at no additional charge, if requested.

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The following special tests, witness of tests, or inspections must be individually itemized and shown on the Purchase Order. Any additions of these items after the initial P.O. date will be 2X the cost of the test or inspection:

WITNESS / INSPECTION VISIT:

Customer Witness of Routine Test/Final Inspect: \$2000 USD per unit, +1 week
Customer Final Inspection: \$1500 USD per unit, +1 week
Core and Coil Inspection: \$1000 USD per unit, +1 week
Photographic Record of Core/Coil/Tanking: \$750 USD per unit

Please note that only one unit of each catalog design may be witness tested, including identical designs of double-ended substations.

TEST	Prices are per unit (USD)
Heat Run:	\$3000 /unit, +1 week
Chopped Wave Impulse Test (HV only):	\$2500/unit
Full & Reduced Wave Impulse Test (LV only*):	\$2500/unit
Record of Impulse Oscillogram Waveforms:	\$500/unit
Sound Test (per NEMA TR-1):	\$2500/unit, +1 week
Zero Sequence Impedance Test:	\$1000/unit
24 Hour Leak Test:	\$500/unit
Insulation Resistance (Megger):	\$500/unit
Dissolved Gas Analysis:	\$600/unit
PCB Fluid Testing:	\$500/unit
Fluid Dielectric Testing:	\$500/unit
Detection of Sulfur Dioxide:	\$500/unit
Sweep Frequency Response Analysis (SFRA):	\$4000/unit, +1 week

*Only available if LV BIL is 60 kV or higher

Commercial

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to Cooper. Accuracy/Completeness is the sole responsibility of the Distributor, Contractor, and End User. If any Item/Service is not listed it is not included nor implied to be. All Items/Services not shown/listed will be the responsibility of the Distributor, Contractor, and End User to furnish/provide.

A written Purchase Order must be received by the sales office that submitted this quote within 60 days of the date on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal.

When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to the submitting sales office with a Release for Manufacture within 60 days of the original P.O. date.

Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule shall be applied as follows:

- > 60 days = 2% total price escalation
- > 90 days = 3% total price escalation
- >120 days = 4% total price escalation
- >150 days = 5% total price escalation

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>180 days = Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Upon order entry by Eaton, the transformer will be acknowledged to ship at the quoted lead time or the best available lead time.

In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

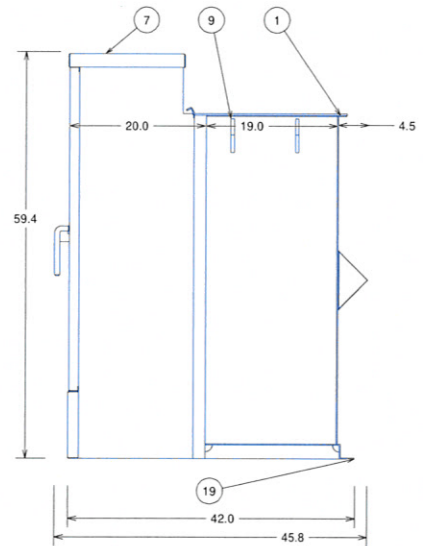
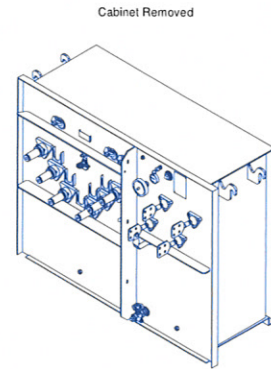
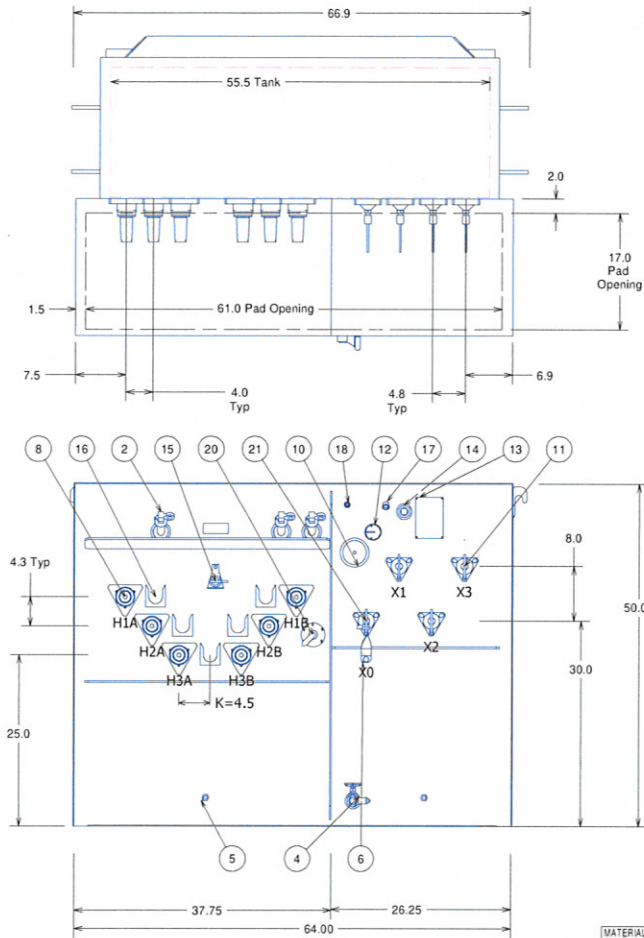
For a fee of \$1500 per design, Eaton will provide approval drawings prior to placement of a purchase order for the quoted units. This fee can then be applied toward the future purchase of the quoted units. For more information, please contact your Eaton Sales Representative. Approval drawing lead-time is 3-4 weeks.

Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

For three phase pad mounted transformers, please reference installation and maintenance instructions document MN202001EN for preventative maintenance instructions to maintain the warranty period.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

ITEM	DESCRIPTION
1	Bolted Cover w/ Nutguard
2	Cooper Bayonet Fusing w/ Dripshield
3	Current Limiting Backup Fuses (Internal)
4	Drain Valve with Sampler
5	Ground Nut .50-13 Tap
6	Ground Strap and Nut
7	High Security Cabinet w/ Pentahead Door Bolts
8	35kV 200 Amp HV Bushing Well w/ 15kV Insert
9	Lifting Lug
10	Liquid Temperature Gauge
11	1.2kV LV Bushing w/ 4 Hole Spade
12	Magnetic Oil Level Gauge
13	Nameplate
14	One Inch Upper Press. Conn. and Fill Plug
15	Four Position T-Blade Loadbreak Switch
16	Parking Stand
17	Pressure Relief Valve
18	Provision Pressure Vacuum
19	Tank Base w/ Jacking and Rolling Facilities
20	5-Position Tap Changer
21	X0 Bushing



3PH Padmount Transformer 60Hz
225.0 kVA ONAN 65 AWR Mineral Oil
HV 13800D 95 kV BIL
LV 480Y/277 30 kV BIL
4.33 %IZ
Approximate Weight 3295 lbs.
Munsell Green Topcoat
Mild Steel Construction

DESIGN #: 1

MATERIAL:

ALL DIMENSIONS ARE IN INCHES [MM]

THE INFORMATION ON THIS DOCUMENT WAS
CREATED BY EATON. IT WAS DISCLOSED IN
CONFIDENCE AND IS ONLY TO BE USED FOR
THE PURPOSE IN WHICH IT WAS SUPPLIED.

THIS DRAWING HAS BEEN GENERATED FROM A 3D MODEL.



TITLE: Distribution Transformer Outline Drawing

DESC: COOPER POWER SERIES THREE-PHASE
PAD-MOUNTED COMPARTMENTAL TYPE

DWG:	DATE:	REF:	SHEET #	SCALE	REV
PTP	11/19/2020	P3D V04R01M00	1 OF 1		00

N9YV56TJ

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative of Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.