



From | **New England Fire Systems, Inc**
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Quote No. | **2013635**
Type | Service Call
Prepared By | service@newenglandfiresystems.com -
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Quote For | **D Angelo Real Estate**
D Angelo - 150 Highland Ave, Seakonk
150 Highland Avenue
Seekonk MA 02771

Description of Work

New England Fire Systems respectfully proposes to relocate fire sprinkler heads/piping for new tenant layout:

FIRE PROTECTION DESIGN:

1. Project documents to be provided in AutoCAD format to accomplish design/permit drawings at no cost to fire protection subcontractor.
2. New sprinkler heads to match existing.
3. Fire protection design and layout to be based on Massachusetts State Building Code and NFPA 13 requirements to be submitted for review and approval by AHJ.
4. Fire protection drawings to be provided for submittal and permit.

FIRE PROTECTION SCOPE & MATERIAL:

1. Daily shutdown, drain and reset of sprinkler system to perform our scope.
2. Demolish existing sprinkler piping as shown on FP plans
3. Add/Relocate sprinkler heads as shown on FP plans
4. All 1-1/4 and larger sprinkler piping to be black schedule 10 pipe with grooved fittings.
5. All 1 sprinkler piping to be black steel schedule 40 pipe and threaded fittings.
6. Open shop fire protection labor to be coordinated and performed during normal business hours (7:00AM - 3:00PM).
7. Massachusetts State sales tax.

EXCLUSIONS:

- _1._Third party review fees
- _2._Fire watch Required in Billerica
- 5. Coordination
- 6. Additional sprinkler heads as required to avoid obstructions not shown on FP Plans
- 7. Cutting / patching
- 8. Painting of pipe
- _9._Wage rates

Services to be completed

Sprinkler
Install/Tenant Fit-out

GRAND TOTAL | **\$17,367.48**

Terms and Conditions

STANDARD TERMS & CONDITIONS

ANY DIFFERENT OR ADDITIONAL TERM PROPOSED BY BUYER IN ANY PURCHASE OR OTHERWISE IS HEREBY OBJECTED TO. THIS IS NOT AN ACCEPTANCE OF ANY PRIOR OFFER, NOR IS IT A CONFIRMATION OF ANY PRIOR ORAL DISCUSSIONS.

New England Fire Systems, herein referred to as the Company, will sell to the Buyer the products and perform the services described in its quotation, subject, however, to the following terms and conditions:

Keith J. McLaughlin
3-2-2023

ACCEPTANCE: Acceptance by the Company of Buyers order is expressly conditioned upon Buyers agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Buyers purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications and quantities as stated in the Company's quotation shall not be modified other than in a writing executed on behalf of the Buyer and the Company.

PRICE AND TAXES: The prices quoted by the Company will remain firm for a period of sixty (60) days, after which period the Company may change the same without notice. Therefore, if the placing of an order has been delayed beyond such time, Buyer should obtain confirmation of prices prior to submitting an order. The prices quoted do not include any unforeseen repairs, maintenance, parts, installation, or fees unless specifically stated in the quotation. Anything additional will be billed at current rates.

Unless otherwise stated herein, prices quoted are F.O.B., Company's facility, 1256 W. Central Street, Unit #6, Franklin, MA 02038. The amount of any local, state or federal tax levied on the products referred to herein, included but not limited to, sales taxes, shall be added to the amount paid by and remain the sole responsibility of the Buyer. All invoices are payable C.O.D. or net thirty (30) days with approved credit. All invoices not paid in accordance with the terms of payment herein stated shall bear interest from the due date at the rate of 2% per month (24% per year). Company reserves the right to revise the above payment terms if at any time Company, acting in its sole discretion, deems the credit worthiness of Buyer to be in question.

COMPLETION & STORAGE: Any dates or schedules which may be specified for completion have been stated only approximately and are estimated from the date of receipt of Buyers specializations and other information reasonably requested by Company in order to proceed with the process and Company shall not incur any liability, either direct or indirect, not shall any order be cancelled, because or as a result of any delays in meeting such as dates or schedules.

EQUIPMENT: Any equipment which the Company constructs or acquires for its use in providing the products and/or services described in the quotation shall be and remain property of the Company. The Company shall not have any indemnification obligation to the Buyer with respect to loss or damage incurred as a result of the use of any tools and equipment furnished by the Buyer. Further, Company shall not be required to maintain and repair this equipment nor maintain insurance covering this equipment and Buyer assumes all risk of loss with respect to the equipment supplied by the Company.

SHIPMENT AND RISKS OF LOSS: Company reserves the right to select the manner and route of shipment unless otherwise directed by Buyer in writing not less than 10 days prior to shipment. If the manner or route designated by Buyer is more expensive than that the Company would otherwise use, Company reserves the right to ship collect despite any term on the face hereof providing for prepayment of shipping costs. Whatever the price or delivery term, risk or loss shall pass to Buyer from and after Company's delivery to the first carrier or shipper. Shipments delayed at Buyers request shall be held at Buyers risk and subject to Company's reasonable storage charges.

FORCE MAJEURE: The Company Shall in no event be responsible or liable for any delays or failures in manufacture, delivery or service due to any cause or condition beyond the control of the Company, including , without limiting the generality of the foregoing, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion and war.

WARRANTY: The Company will, at the Company's choice, either repair the defective workmanship or refund the price of the service for any products or services which fail to meet the applicable specifications within forty-five (45) days from date of completion, and with respect to products, upon return of the same at Buyers expense, provided that the Company's warranty shall extend only to the original purchaser from the Company, provided further Buyer notifies Company in writing within fifteen (15) days after Buyer is aware of any such defect, and provided, finally, that the Company shall in no event be responsible for the cost of labor or other charges incurred by Buyer in connection with returning any of the products to the Company for replacement. No returns shall be made without prior written consent of the Company.

EXCLUSION OF OTHER WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH APPLY TO THE PRODUCTS. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE -REFERENCED EXPRESS WARRANTY OR OTHER TERMS HEREOF.

LIABILITY LIMITATION: In no event shall the Company be liable to the Buyer or any third party for consequential, incidental or special damages resulting from or in any manner related to the services and/or products, their design, use, or any inability to use the same, including without limitation, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy of the Buyer or any third party shall be either the repair of the defective workmanship or refund of the price of service pursuant to the WARRANTY provisions herein above contained. Should the products prove to be defective, however, as to preclude the remedying of warranted defects by replacement, the Buyers sole and exclusive remedy shall be the refund of the purchase price upon its return of the products to the Company.

INDEMNIFICATION: Buyer shall release, hold harmless, indemnify and defend the Company from and against any loss, liability, claims, suits and cost caused by the, or arising out of, or relating to, the design of the products and/or services supplied hereunder or the design of containers or packages in which they are shipped.

CANCELLATION OR CHANGES OF ORDERS: No orders may be withdrawn or cancelled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Company. In the event Buyer shall request changes in its order after receipt thereof by the Company, it shall be responsible for all charges reasonably assessed by the Company with respect to such changes.

NO PROTECTION FROM CLAIM OF INFRINGEMENT: The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.

APPLICABLE LAW: The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Massachusetts and the Buyer and Company agree to submit to the jurisdiction of the appropriate State or Federal Court within Massachusetts for purposes of resolving any dispute or claim arising in connection with said transaction. No modification or waiver of these Terms and Conditions shall be binding upon the Company unless set forth in writing signed by one of the Company's officers. Without limiting the generality of the foregoing, additional or different provisions in Buyers purchase order or any other communication from Buyer shall not be effective to vary these Terms and Conditions. Selection headings have been inserted only for convenience and shall not amplify, limit or otherwise affect the interpretation of any provisions hereof. There are no other oral Agreements or Warranties collateral to or affecting this Agreement.