

PROJECT INFORMATION	PROPOSAL DETAILS
Project Name: Sample Project	Submitted To: All Bidders
Project Address: 123 Main Street, New York, NY	Proposal Date: 07/07/2026
MEP Engineer: Sample Engineering PLLC	Mechanical Drawings Date: 07/01/2026

All proposals are valid for thirty (30) days from the proposal date.

Gil-Bar is pleased to submit our proposal for the Sample Project, per the mechanical drawings and specifications. We propose to furnish the following equipment per the scope of supply indicated below.

Item A: AAON Packaged Rooftop Units

TAG	MANUFACTURER	MODEL	VOLTA GE	QTY
RTU-1	AAON	RN-075	208/3/60	2
RTU-2	AAON	RQ-003	460/3/60	1

- Includes:**
- Double wall (2 inch) unit construction with galvanized panels and corrosion resistant paint, 2500 hrs, ASTM B117-90
 - R-13 Insulation
 - R-454B unit
 - Epoxy coated evap and condenser coils
 - Hinged access doors with ventloc-style latches and stainless steel piano hinges
 - VFD Fan motors w/ VFDs
 - Electric Heat
 - Variable Capacity Compressors
 - 6 row coil
 - Down Supply/Return
 - 2" MERV 8 Filter & 4" MERV13 (One set)
 - Clogged Filter Switch
 - Magnehelic pressure gauge
 - CAV VCCX unit controller w/ BACNET
 - ECM condenser fans w/ head pressure control
 - Unit controller (1 for all units)
 - Programmable Thermostat
 - Field wired GFI
 - Phase and brown out protection

- Remote shutdown terminals
- 5 KAIC Rating
- Standard ETL USA Listing
- Standard Aeon Gray Paint
- One day Start Up Assistance and training
- 1-year parts only warranty
- 5 Year compressor warranty
- Standard assembled Solid bottom 24" Roofcurb

Not Included:

- Labor/Service Warranty/Installation/Rigging/Handling
- All other sensors, any controls or thermostat
- External vibration isolation or seismic restraints
- Wiring and or mounting of remote-controlled devices
- CO2 control
- Leakage or Deflection testing or any testing
- Extended warranty other than what is listed above
- Anything not listed above
- Additional controls
- Spare filters
- Smoke detectors (by Fire Safety contractor)
- Fire dampers
- Energy recovery wheel
- Non-fused Disconnect Switch

PRICING SUMMARY

ITEM / DESCRIPTION	PRICE
Item A — Aeon Packaged Rooftop Units	\$ _____
TOTAL PRICE (excluding taxes)	\$ _____

NOTE: This quotation does NOT include any potential tariffs that may be imposed. Gil-Bar reserves the right to amend this proposal due to notification from vendors of pricing escalations resulting from any government-imposed tariffs or duties.

Units ship FOB factory, freight allowed to first stop.

Thank you for considering Gil-Bar for this project, we look forward to working with you.

ACCEPTANCE

The undersigned agrees to purchase the above equipment scope as per this proposal.

Authorized Signature — Gil-Bar Industries

Accepted By — [Client / Contractor]

Printed Name

Printed Name

Title

Title

Date

Company

Date

TERMS AND CONDITIONS OF SALE

1. **Offer and Acceptance, Buyer.** The following terms and conditions (these "Terms and Conditions") are incorporated into and made part of each purchase order (the "Order") pursuant to which Gil-Bar or any of its affiliated companies (the supplying entity under any Order, "Supplier") sells any goods (the "Products") to any individual, company or other organization ("Buyer"). Together with the Order(s), these Terms and Conditions constitute the entire agreement between Supplier and Buyer. Any term or condition in any order, confirmation, acknowledgment form or other document furnished by Buyer at any time which is in any way inconsistent with or in addition to the terms and conditions set forth in these Terms and Conditions is hereby expressly rejected, and Supplier's acceptance of any offer or order of Buyer is expressly made in reliance on Buyer's assent to all terms and conditions hereof. No prior contracts, proposals, understandings, offers or course of conduct, or performance or custom of trade shall in any way alter or amend the interpretation or enforcement of these Terms and Conditions.
2. **Quotations, Pricing, Changes.** Unless otherwise indicated therein, written quotations by Supplier shall expire automatically [30] days after the date appearing on the quotation unless Supplier receives and accepts Buyer's Order within that period. Prior to the expiration date, any quotation is subject to change by Supplier at any time upon verbal or written notice to Buyer. Unless otherwise stated in the Order or agreed in writing, all prices are in U.S. Dollars and prices for Products do not include any federal, state, provincial, or local taxes or import duties.
3. **Payment Terms; Invoice; Setoff.** Unless otherwise stated in the Order, terms of payment are net 30 days from the date of invoice. Buyer agrees to pay interest on overdue invoices at the lesser of 1.5% per month and the highest rate permitted by law. All shipments to be made hereunder shall always be subject to the approval of Supplier's credit department. Supplier may invoice Buyer and recover for each delivery of Products made as a separate transaction without regard to any other delivery. If Buyer is in default under any contract with Supplier or if, in Supplier's sole judgment, the financial responsibility of Buyer is or becomes unsatisfactory, then Supplier may at its option and without prejudice to any of its other remedies (a) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, (b) deduct any amount owed by Buyer or any of its affiliates to Supplier or its affiliates from any amount payable to Buyer by Supplier or its affiliates, or (c) terminate any order of Products that may have been placed by Buyer. Buyer shall reimburse Supplier for any costs incurred by Supplier, including reasonable attorney's fees, to collect amounts due from Buyer to Supplier.
4. **Security Interest.** Supplier retains, and Buyer hereby grants to Supplier, a purchase money security interest under applicable laws in the Products until payment in full has been made. In the event of default by Buyer under these Terms and Conditions or any Order, Supplier shall have all the rights and remedies of a secured creditor under applicable laws. Buyer authorizes Supplier to prepare any such financing statements and other documents as Supplier may require in order to perfect Supplier's security interest.
5. **Changes.** Orders shall not be subject to cancellation or modification by Buyer in whole or in part without Supplier's prior written consent and payment of a reasonable cancellation charge for applicable costs of purchased materials and labor costs incurred and for costs which Supplier is otherwise obligated prior to such cancellation or modification, plus a reasonable profit margin for Supplier.
6. **Delivery & Risk of Loss.** Unless otherwise agreed in writing by the parties, Supplier reserves the right to select the mode of transport and the identity of the carrier. Unless otherwise agreed in writing, delivery is Freight on Board (FOB) the manufacturer's facility. Buyer will bear all risk of loss once Products are delivered to the carrier at the manufacturer's facility. In no event shall payment to Supplier or the manufacturer be withheld due to a pending claim with a freight carrier. Equipment costs include common carrier freight; parts costs do not include freight unless specifically noted on the applicable Order. Supplier is not liable for any jobsite conditions related to delivery (i.e. freight elevator, rigging charges or delivery to jobsite).
7. **Production Times.** Production times and delivery dates are estimates only and based on the current lead times as quoted from the factory, material availability and the prompt receipt of all necessary information from Buyer. Lead times commence after an Order is accepted by Supplier and Buyer's credit is approved. No guarantee of shipment is made by any date; Supplier will not be responsible for any delay, loss or damage in transit or failure to deliver within the time estimated, and no delay, loss or damage in transit or failure to deliver within the time estimated will be a breach of contract on Supplier's part. Under no circumstances shall Supplier have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Supplier's delay in delivering, or failure to deliver, any Products to Buyer as agreed.
8. **Warranty.** From the time a Product is shipped until the earlier of (a) the 12 month anniversary of the date on which the applicable Product is put in use, or (b) the 18 month anniversary of the date of shipment, Supplier warrants to Buyer that the applicable Products will be free of defects in material and workmanship, except that Supplier makes no warranty against corrosion or abrasion of any Products. Notwithstanding anything to the contrary herein, the foregoing warranty shall automatically be void for any Products which have been modified or repaired without Supplier's prior written authorization, subjected to improper handling, storage, installation, operation or maintenance, operated in a manner contrary to the Instructions (as defined below), or which have not been timely paid for as provided herein. SUPPLIER SHALL HAVE THE RIGHT TO INSPECT ANY PRODUCTS CLAIMED TO BE IN BREACH OF WARRANTY HEREUNDER AND SHALL HAVE THE RIGHT TO DETERMINE THE EXISTENCE AND THE CAUSE OF SUCH ALLEGED BREACH. THE WARRANTY SET FORTH IN THIS SECTION IS SUPPLIER'S SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND (x) SUPPLIER DOES NOT MAKE, NOR AUTHORIZE ANY AGENT, REPRESENTATIVE OR THIRD PARTY TO MAKE, ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE PRODUCTS' CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (y) SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

9. The sole and exclusive remedy for losses or damages resulting from or relating to the Products (including claims based on contract, negligence, strict liability or other legal theories) shall be limited to, at Supplier's election, one of the following: (i) replacement of the affected Product or part thereof, or (ii) refund of the purchase price paid for the Product; provided that Supplier's provision of (i) or (ii) is conditioned on its first being promptly notified of such loss or damage in writing. For the avoidance of doubt, Supplier's obligation pursuant to the preceding sentence expressly excludes the cost of lost refrigerant and any labor costs or charges. SUPPLIER SHALL NOT BE LIABLE TO ANY PARTY FOR ANY OTHER LOSSES OR DAMAGES RESULTING FROM OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE WARRANTY SET FORTH IN THIS SECTION SHALL BE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF SUPPLIER.
10. **Compliance with Instructions and Laws.** Buyer shall comply with all instructions relating to the Products as may be issued from time to time by Supplier and, if applicable, the manufacturer of the Product, including, but not limited to, instructions concerning (a) storage, handling, transportation, possession, further manufacture or use, safety precautions, or other measures required or recommended to be taken in order to ensure that the Products function properly and do not cause damage or injury to any property or person, (b) any trademarks related to the Products and (c) use of the Products (collectively, "Instructions"), whether contained in any instructions set forth on or included in any of the Products' labels or packaging. Buyer shall bring such Instructions to the attention of any subsequent buyer of the Products and shall ensure that such subsequent buyer complies with all Instructions. In addition, Buyer will, at its expense, comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations that may be applicable to its use of the Products and performance of its obligations under these Terms and Conditions and any Order.
11. **Ownership of Proprietary Materials.** Except for a limited license to use or sell the Products, as applicable, Supplier does not transfer or license to Buyer any patent, trade secret, trademark, copyright or other intellectual property right ("Intellectual Property Right") owned or used by Supplier, and Supplier retains ownership of any Intellectual Property Right that is related to the Products or is otherwise developed by or provided to Buyer in connection with the supply of the Products. Supplier will have no obligation with respect to any infringement claim based upon any: (a) misuse or modification of the Products by Buyer or its employees or agents, (b) use of the Products in combination with other materials, goods, products, or services, (c) failure of Buyer to implement any update provided by Supplier that would have prevented the claim, or (d) Products that Supplier made to Buyer's specifications or designs.
12. **Limited Trademark License.** If words, symbols, designs, trademarks, service marks, logos, commercial symbols and other indicia of trade origin of Buyer (collectively, "Buyer Marks") are provided by Buyer to Supplier for printing on a particular Product, then Buyer represents that the Buyer Marks are either in the public domain or are the property of Buyer and do not infringe on the Intellectual Property Rights of others.
13. **Indemnification.** Buyer assumes complete responsibility for, and agrees to defend, indemnify and hold Supplier and its affiliates and its and their respective employees, directors, officers, agents, and representatives harmless from and against, any and all claims, demands, actions, and causes of action, and all losses and other costs incurred as a result thereof (including reasonable attorney's fees, expert witness fees and court costs) (collectively, "Losses"), which arise in connection with or otherwise relate to the Products sold to Buyer, including any Losses on account of (a) injury to any person or any property damage, (b) any misuse or modification of the Products by Buyer or its employees or agents, and (c) any act (or failure to act) by Buyer or its employees or agents in contravention of the Instructions, including any failure to store, install, operate, or maintain the Products in accordance with the Instructions. Buyer will not make any admissions on behalf of Supplier or enter into a settlement without Supplier's prior written consent. The indemnification obligations of Buyer under this Section are not exclusive and are in addition to, and shall not impair or exclude Supplier's rights or remedies otherwise available to Supplier, under applicable law, and all such rights and remedies of Supplier are cumulative.
14. **Confidentiality.** All confidential or proprietary information of Supplier and its affiliates, whether or not marked as "confidential" ("Confidential Information"), may be used by Buyer only for the purposes contemplated under these Terms and Conditions and an applicable Order, and Buyer shall not disclose such Confidential Information to third parties or otherwise use it for any other purpose. Confidential Information will not include information which: (a) is or becomes publicly available without breach of these Terms and Conditions or an applicable Order by Buyer; (b) was known to Buyer prior to its receipt from Supplier as evidenced in dated, written documentation; or (c) is developed by Buyer independently of its access to Confidential Information as evidenced by dated, written documentation. Buyer is permitted to disclose Supplier's Confidential Information only to those of its and its affiliates' employees and authorized subcontractors on a need to know basis as is required for Buyer to perform its obligations under these Terms and Conditions and any applicable Order. Buyer's confidentiality obligations shall survive the termination or performance of any and all Orders for so long as Confidential Information remains confidential.
15. **Limitation on Supplier's Liability.** UNDER NO CIRCUMSTANCES WILL SUPPLIER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, OR COST OF CAPITAL. Supplier's liability on any claim of any kind for loss or damage arising out of, in connection with or resulting from the performance or breach of these Terms and Conditions or any Order shall in no case exceed the price allocable to the Products which give rise to the claim.
16. **Force Majeure.** Supplier shall not be liable to Buyer for any losses, damages or expenses incurred or sustained by Buyer or any other persons or entities by reason of Supplier's delay in a scheduled delivery or other failure in performance caused by acts beyond Supplier's control, such as, without limitation, (a) acts of God, landslides, lightning, earthquakes, fires, storm or storm warnings such as hurricanes which result in the evacuation of the affected areas, floods, washouts, or explosions; (b) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (c) pandemics, epidemics, and other public health

emergencies, including governmental responses thereto; and (d) other governmental actions, such as necessity for compliance with any court order, law, statute or ordinance, or regulations promulgated by a governmental authority having jurisdiction. In the event of the occurrence of any Force Majeure event, the time for performance shall be extended for such time as may be reasonably necessary to enable Supplier to perform.

- 17. Inspection.** Upon the carrier's delivery of Products to Buyer, Buyer shall immediately inspect the Products for damage, missing quantity, defects or other non-conformities. If Buyer discovers any damaged or missing Product, or any defective or other non-conforming Product, Buyer shall (a) note the defect on its proof of delivery and (b) notify Supplier in writing of the claim immediately, and in any event no later than [5] days after the date of the carrier's delivery of the Product to Buyer (the "Inspection Period"). Any Product for which Buyer does not provide written notice of rejection to Supplier during the Inspection Period shall be deemed accepted by Buyer. Unless otherwise agreed by Supplier in writing, Buyer's return shipment to Supplier of rejected Product shall be at Buyer's expense and risk of loss.
- 18. Independent Contractors.** Buyer and Supplier are independent contractors, and nothing in these Terms and Conditions or any Order makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
- 19. Governing Law, Jurisdiction and Venue.** These Terms and Conditions and any Orders shall be governed by and construed in accordance with the laws of the State of [Jurisdiction] without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the federal and state courts of the State of [Jurisdiction] and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.
- 20. Miscellaneous.** Neither party's rights and obligations hereunder shall be delegated or assigned without the other party's prior written consent. In the event any one or more of the terms and conditions contained herein shall be held to be invalid, illegal or unenforceable in any respect by a court, such invalidity, illegality or enforceability shall not affect the other Terms and Conditions stated herein. Waiver by Supplier of any breach of these Terms and Conditions, or of any contract of which these terms and conditions are a part of, shall not be construed as a waiver of any other such breach. Supplier may amend or modify these Terms and Conditions upon written notice to Buyer.