



**ACCURATE FIRE PROTECTION SOLUTIONS CORP DBA  
MOUNTAIN FIRE SPRINKLERS  
1120 BROADFORD RD, #15B  
HAILEY, ID 83333  
PH 208-726-5722, FAX 208-726-7228  
WWW.MOUNTAINFIRESPRINKLERS.COM**

**Jay Cone Architecture  
651 El Dorado Ln  
Hailey, ID 83333**

**April 1, 2024**

**Attn: Jay Cone**

We appreciate the opportunity to provide you with our budget proposal to install the new wet fire sprinkler system for Ellsworth Low Income Housing per the minimum requirements of NFPA 13R. **Price is valid for 30 days due to the fluctuations of pricing in the material and labor markets. This proposal will need to be part of any formal contract.**

**Scope Included:**

- Materials, design, ID SFM submittal review permit, installation, tools, and tax on material for the (1) new wet fire sprinkler system required per NFPA 13R, 2019ed. and preliminary drawings provided dated 3/23/24.

**Clarifications and Qualifications:**

- Proposal is based on a continuous work schedule for minimal mobilizations to the site.
- FS budget proposal protects the building per requirements of NFPA 13R, 2019 Ed.
- **We have not included any review or permit fees for the city of Hailey.** It is generally calculated based on a percentage of the building permit fee which we are not familiar with calculating. More cost effective for GC to pay this cost directly.
- Proposal is based on an available water supply of 75psi static, 60psi residual, and 1500gpm flowing.
- Proposal is based on the scope of work beginning at a 4" water supply located directly under the fire riser room. This **scope is not included in this proposal.** DCBFP is included. We have provided Add/Alt pricing for a stainless-steel riser that will bring the UG civil piping from +/-5-0 outside the building to the inside of the riser room. Any testing required for this line must be by Civil subcontractor. MFS will properly flush the line when it is 100% tested.
- Sprinkler locations are **not** aesthetically placed to keep the cost down and this budget is based on discussions of ceilings being flat on the first floor per conversations.
- Sprinklers are quoted as semi-recessed standard white or chrome with matching escutcheons. Dry sidewall sprinklers will be chrome, black, or white barrel type to protect any covered areas subjected to freezing.
- FDC is proposed to be located on an exterior wall of the building's riser room.
- MFS has included dry sidewall sprinklers to protect the egress portion of the new exterior stair.
- Price does **not** include concealed combustible space protection for spaces above the ceilings, crawlspaces, attic spaces, or where the ceiling is not attached to the bottom of the TJI, or the structure is open web joists for trusses per NFPA 13R. If fuel fired equipment is installed in these spaces' protection will be required at that location and is **not** included.
- It is the owner's responsibility to maintain all areas with wet sprinkler piping conditioned at or above +40 degrees F. We have included freeze protected protection for any +4-0 overhangs by using dry sidewall sprinklers. Insulation by others.
- Insulation for the piping to prevent freezing is to be by others and must meet the requirements of the pipe manufacturer and the installing contractor. Acceptable methods are spray insulation by a certified installer at the roof deck or blanketing insulation above the pipe so that heat from the conditioned space provides the necessary freeze protection.
- Piping will be CPVC plastic pipe where allowed & schedule 40 black piping for any screwed joints and schedule 10 black pipes for any grooved joints where needed.
- Proposal is for normal working hours M-F. Overtime is not included.
- We have included picking up debris at the end of each working day and we have **not included** monies for composite cleanup. We will make a concerted effort at keeping the property clean and free of **our** construction debris and trash.
- Proposal is based on work being performed by ladder on an unobstructed smooth working floor, our material being stocked within the footprint of the building in which it is to be installed. Scaffolding if required is to be by others, both erected and provided.
- This contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials or installations supplied by others.

- This proposal should be made part of any formal contract. Standard one-year warranty is included.

**Exclusions:**

- Alarm and detection panels, devices, or wiring. Switched devices attached to FS piping are included but wired by others.
- Hailey permit fees. ID State Fire Marshal fees are included.
- Heat to facilitate hydrostatic testing or back charges for leaks found testing after insulation and drywall is installed.
- Heat tracing.
- Dry or Anti-freeze systems.
- Protection for fuel fired equipment in spaces not typically required to be protected by NFPA 13R.
- Heat expanding fire collars for fire wall penetrations. Standard fire caulk will be used.
- Standpipe systems. Highest level from FD access is less than 30’.
- Post indicator valves.
- FDC locations other than on an exterior wall of the building.
- Piping disinfection.
- Costs to rework piping for late duct or other installations.
- Bonding.
- FPE approvals or supervision of any kind.
- Submittals to any entities other than ID State Fire Marshall, Hailey FD, and GC.
- Concealed sprinklers or escutcheons.
- Liquidated Damages.
- Work associated with code upgrades.
- Alarm valves, riser checks, or water motor gongs.
- Underground installation, material, or testing.
- Dry chemical (CO2) and/or Clean Agent systems (i.e., FM200, and Inergen).
- Structural enhancement, engineering assessment, or joist reinforcement for support of sprinkler piping.
- Temporary Protection or Fire Watches.
- Sleeves for fire protection piping.
- Preparation and/or painting of sprinkler piping system hangers and/or components, pipe identification and valve tags. Signage per NFPA is included. Sprinkler piping can be identified as fire sprinkler by installation of sprinklers @ +/-15-0 intervals.
- Structural beam penetrations for sprinkler piping if required are to be performed by others.
- Fire pumps and associated materials per NFPA 20 should it become necessary to supplement the system.
- Temporary protection during construction or phasing of the project.
- Fire Extinguishers.
- OCIP, MBE/WBE/DBE participation.
- Specific design densities and or other requirements more than NFPA 13R. (i.e., Owner’s insurers, Factory Mutual, etc.).
- Special wage requirements (i.e., prevailing wage, Davis/Bacon, etc.)
- Special fire protection systems.
- Special lifts or scaffolding.
- Kitchen hood protection systems.
- Crawl space protection.
- Attic Protection

<b>Proposed Budget Price</b>	<b>\$47,250.00</b>
<b>Add for UG stainless steel riser to +/- 5-0 outside of building</b>	<b>\$2,800.00</b>

**Thanks for the opportunity to assist in this project!**

Sincerely,  
**Bill Gooding**  
**President-Mountain Fire Sprinklers**  
[Bill@mountainfiresprinklers.com](mailto:Bill@mountainfiresprinklers.com)



## Jay Cone Architecture

### Jay Cone Architecture

Jay Cone

Hailey, ID 83333

US

**Quote #SAS-160156R1**

April 9, 2024

#### SafeRack, LLC

219 Safety Ave, Andrews, SC 29510 | Phone (866) 761-7225 | [info@saferack.com](mailto:info@saferack.com) | <http://www.saferack.com/>



Date: Apr 9, 2024

Quote #: SAS-160156R1 Ship via: FOB

**To:** Jay Cone  
Jay Cone Architecture  
  
Hailey, ID 83333  
US

**From:** Lee Webber  
Inside Sales Specialist  
SafeRack, LLC  
219 Safety Ave,  
Andrews, SC 29510 USA  
(866) 761-7225  
lwebber@saferack.com

### Description

Project/Site Name / Site Location:

Current Situation:

Proposed solution:

*Payment by credit card will be subject to a 2% processing fee on any order over \$1000.00.*

### Summary

*Prices valid until May 9, 2024*

Configuration Name	Quantity	Price
Stair Tower	1	\$ 58,930.00
Estimated Freight	2	\$ 14,710.00
<b>TOTAL</b>		<b>\$ 73,640.00</b>

## Quote Details

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
No Image	996GL	<p><b>Stair Tower</b></p> <p>Custom Stair Tower            Stair Exit Height: 232.25"            Landing Details:</p> <ul style="list-style-type: none"> <li>• 1st Mid Landing - Up &amp; Right</li> <li>• 2nd Mid Landing (Oversized) - Up &amp; Right</li> <li>• 3rd Mid Landing - Up &amp; Right</li> <li>• Oversized Top Landing - Exit Straight</li> </ul> <p>Support Columns to extend 8' above Top Landing            Tread Width: 44"            Tread Type: Poured Pan Closed Riser            Left Rail:  <ul style="list-style-type: none"> <li>• Type "D" - Balusters &amp; Inner Handrail</li> </ul>           Right Rail:  <ul style="list-style-type: none"> <li>• Type "D" - Balusters &amp; Inner Handrail</li> </ul>           Finish: Black</p> <ul style="list-style-type: none"> <li>• Approval drawings to be sent within 10-15 business days ARO.</li> <li>• Product ships 6-7 weeks after receiving signed approvals drawings.</li> <li>• Receiving hours: M-F / 6:00am - 3:00 pm. • Customer provided forklift required for unloading direct shipped orders.</li> <li>• Customer is responsible for verifying compliance with applicable building codes.</li> <li>• Stair flights, landings, and guardrail sections ship fully assembled. All anchoring and assembly hardware is included.</li> <li>• Stair Zone assumes that the customer has covered the responsibility of rating the attachment point(s) for the stair flight and landing weight.</li> </ul>	\$ 58,930.00	1	\$ 58,930.00

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
No Image	261GL-QB	<p><b>Estimated Freight</b></p> <p>Estimated Freight - Final Freight charged is subject to content, carrier, &amp; commercial conditions</p> <p>Hailey, ID 83333</p> <p>( Estimated 2 truckloads )</p>	\$ 7,355.00	2	\$ 14,710.00

<b>TOTAL</b>					\$ 73,640.00
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## TERMS AND CONDITIONS:

### ORDER SUBMITTAL OPTIONS:

SafeRack, LLC : Phone Orders: (866)761-7225 | Fax Orders to: (803)774-7233 | Email Order: [orders@saferack.com](mailto:orders@saferack.com)

**EXCEPT AS OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS. OUR QUOTATIONS AND ESTIMATES ARE NOT OFFERS CAPABLE OF ACCEPTANCE BY YOU, AND ANY ORDER PLACED BY YOU WILL ONLY BE ACCEPTED BY OUR WRITTEN CONFIRMATION OF SUCH ORDER.**

### GENERAL PROVISIONS

- The definition of terms used, interpretation of this agreement and rights of parties hereto shall be construed under and governed by the law of the State of South Carolina. "Seller" when used herein means **SafeRack LLC** "Purchaser" when used herein means the person, firm or corporation to whom this quotation is addressed. And "Equipment" or "Products" means those articles, supplies, drawings, data or other property or services described herein
- All quotations are for immediate acceptance and subject to change or withdrawal without notice before an order is acknowledged by Seller. This proposal shall not become effective until accepted by an authorized employee of the Seller. This proposal cannot be changed or varied by any verbal agreement. If this proposal is deemed to constitute an offer, it may be accepted only on terms set forth in this proposal, including, without limitation, these Terms and Conditions. If this proposal constitutes an acceptance of an offer, such acceptance is expressly conditioned on Purchaser's assent solely to the terms of proposal, including, without limitation, these Terms and Conditions. An acceptance of any part of the Equipment or services covered hereunder shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Purchaser and/or any attempt by Purchaser to vary any of these terms and conditions shall be deemed a material alteration and is hereby objected to and rejected
- Unless otherwise agreed by Seller in writing, Seller's prices are subject to change without advance notice at any time prior to order acknowledgment Seller reserves the right to adjust the invoice price, after the price is quoted and/or acknowledged, to take account of any material variation in Seller's costs beyond Seller's reasonable control since the date of the quotation or (if no quotation is issued) the order acknowledgement, and the invoice so adjusted shall be payable as if the price set out therein were the original contract price. All sales are subject to increase without notification by the amount of any sales or excise tax levied or charged by any governmental agency and are subject to any price adjustment necessitated by Seller's compliance with any government action
- All sales under all orders and these terms and conditions are subject to Seller and/or Government priorities, laws and regulations, now or hereafter established
- The Seller reserves the right to change, discontinue or modify the design and construction of any product or to substitute material equal to or superior to that originally specified, without notice to the Purchaser. The solution provided in this proposal will meet Form, Fit and Function for the solution requested. Our company is dedicated to the continuous improvements of our products we manufacture. All solutions provided will be to the latest manufacturing and design technology.
- All claims by Purchaser for shortages in a shipment of Equipment or Equipment damaged in transit must be made against the carrier. All claims by Purchaser against Seller for nonconforming Equipment and claims for shortages in a shipment or damaged Equipment (other than claims to be made against the carrier) must be made in writing to Seller within ten (10) days after receipt of shipment or thirty (30) days after date of shipment, whichever occurs first, or they are waived.
- Any action for breach of the contract hereunder must be commenced within one year after the cause of action has accrued. Only variations or modifications to the contract which are made in writing signed by Seller and Purchaser shall be enforceable. Any failure by Seller to enforce its rights under this contract will not be deemed a waiver of such rights
- All disputes arising under or in connection with this Contract shall be resolved by (a) good-faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute, binding arbitration held in South Carolina, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs of these procedures; the parties shall equally split the fees of the arbitration and the arbitrator. Notwithstanding the above, either party shall have the right to seek a temporary restraining order or an injunction related to the purposes of this Contract, to compel compliance with confidentiality obligations, or to file suit to compel compliance with this dispute resolution process
- Purchaser may not assign, novate or otherwise transfer its rights or obligations under this contract without Seller's prior written consent, and any attempt to do so shall be null and void and of no effect.

### CANCELLATION

Purchaser cannot cancel orders under any circumstances without Purchaser first reaching an agreement in writing with Seller covering all Seller's damages. At a minimum, such an agreement must reimburse the Seller for all expenses incurred (including but not limited to costs of purchased materials), engineering costs, and a reasonable mark-up to cover overhead and profit; cancellation charges shall be, at a minimum, at least 15% of the purchase price of the goods covered by the cancelled orders.

### ENGINEERING CRITERIA

The Equipment furnished by Seller are sophisticated engineering products; accordingly, Purchaser undertakes:

- That it has provided and will promptly provide all the information reasonably necessary to enable Seller to (i) evaluate the requirements for performing and (ii) perform the Contract, and that all such information is full and accurate;
- That all premises, plant, engineering support, spare parts, connected pipe work and machinery and inputs that it is required to provide for the design, engineering, installation, testing and use of the Products are fit for their purpose and of good engineering quality;
- Fully to co-operate with Seller in the design, engineering, installation, testing and use of the Products;
- To use the Products for the intended purpose only and in accordance with the Product literature; and not under any circumstances, to use any unapproved spare part, connected machinery, service or repair or use the Products in any manner as may render the Products dangerous and agrees that any breach of these negative criteria will negate all specific and implied conditions and obligations on the part of Seller relating to the quality of the Products.
- Purchaser further agrees that it will be liable to Seller for any costs, expenses and losses it suffers by reason of any breach of these undertakings.

### DRAWINGS, DESIGNS AND CONFIDENTIALITY

- All of Seller's specifications, designs, drawings, indications of physical, chemical and electronic properties and loads and reactions ("the Designs") are made in good faith and are approximate indications only and are not binding in detail unless Purchaser has specified in writing a particular indication upon which he is relying and Seller shall be entitled to vary the same and/or to correct errors and omissions provided the Products remain in substantial conformity with the contractual requirements.
- The Designs (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of Seller; and Purchaser is not entitled to make any use of the Designs other than for the purpose of this Contract.
- Any inventions, modifications, improvements, techniques or know-how affecting the Products made or gained in the course of performing this Contract, shall belong to Seller absolutely.
- Neither party shall disclose to third parties or use for its own purposes any confidential information or trade secrets of the other party.

### SHIPMENT, PAYMENT AND CREDIT

- Credit Terms of Payment: A. Domestic – Net thirty (30) days from date of invoice. SafeRack requires deposits on orders \$100,000 and over with drawings as follows: 1/3 deposit on receipt of order – due upon receipt; 1/3 deposit upon receipt of signed drawings back from customer – due upon receipt; 1/3 at shipment – net 30. SafeRack requires deposits on orders \$100,000 and over without drawings as follows: ½ deposit on receipt of order – due upon receipt; ½ at shipment – Net 30. Delinquent accounts shall bear interest at 18% per annum thereafter, until paid. Said interest rate shall be reduced to the maximum permissible rate in any state having laws which so require. B. International – SafeRack requires payment before shipment on International orders. SafeRack requires deposits on orders \$100,000 and over with drawings as follows: 1/3 deposit on receipt of order – due upon receipt; 1/3 deposit upon receipt of signed drawings back from customer – due upon receipt; 1/3 before shipment. SafeRack requires deposits on orders \$100,000 and over without drawings as follows: ½ deposit on receipt of order – due upon receipt; ½ prior to shipment. Unless otherwise agreed to by the Seller's Manager of Credit and Collection, payment shall be in U.S. Funds by wire transfer or irrevocable Letter of Credit, confirmed by a major U.S. Bank. In addition to such late payment charges, Seller may add to the amount past due any costs associated with collection thereof, including reasonable attorneys' fees.
- Seller may, in its sole discretion, accept payment for Products by cash in advance or by money-down with scheduled progress payments.
- Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfil the terms of payment, or if at any time before payment in full is made (whether or not payment is yet due) a petition is presented or resolution passed for the winding up or bankruptcy of Purchaser, or in the event of the appointment of a receiver or administrator of Purchaser's business, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchase shall impair Seller's right in case of any shipment default of Purchaser.
- For domestic sales, freight terms are F.O.B. (as defined by the Uniform Commercial Code) Seller's plant unless otherwise expressly stipulated. Seller may, in its discretion, select the carrier

unless specified in advance by Purchaser. For international sales, freight terms are Ex Works (EXW, Incoterms 2010) Seller's plant unpacked and are subject to VAT or other taxes unless otherwise expressly stipulated). All applicable local taxes in the destination country are the responsibility of the Purchaser unless otherwise expressly stipulated.

5. Seller's responsibility for damages in transit ceases upon delivery of goods to carrier and Purchaser then assumes responsibility for damage determination and collection from carrier.
6. While expected dates of delivery of goods are given in good faith, the same are not of the essence of or in any way terms of the contract or representations of fact. All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damages on account of delay. In case of delay by Purchaser in furnishing complete schedules or information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, fires, floods, severe weather or other acts of God, strike, lockout or other labor difficulties, embargoes, government controls or other forms of intervention, inability to obtain labor, materials or services and other causes beyond Seller's control. If there is a scarcity in any of its products or goods, Seller will allocate its available supply in its sole discretion.
7. Title to the Equipment shall transfer to the Purchaser on the earlier of full payment and delivery; provided, however, that in the event delivery is prior to full payment, Seller shall retain a security interest in the Equipment until Seller receives payment in full. Pending payment of the full purchase price of the Equipment or parts furnished by Seller, Purchaser shall at all times keep the Equipment or parts comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by Purchaser in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. In addition, the Purchaser undertakes not to charge by way of security any of the Products that remain the collateral of the Seller.
8. In the event of Cancellation in accordance with the provisions hereof, or in the event of non-payment (in full or in part) for the Equipment by the due date, Purchaser hereby irrevocably licenses Seller (insofar as it is able) to enter upon any premises to repossess the Equipment.

#### INDEMNITY

Purchaser will indemnify, defend and hold Seller, its affiliated companies and their respective directors, officers, employees and agents harmless from any loss, claim, cost, expense or damage (including payment of reasonable attorneys' fees) suffered or incurred by any of them and/or for which any of them may be liable to any third party due to, arising from or in connection with, directly or indirectly:

- (i) any violation of law, negligence, omission or intentional misconduct on the part of the Purchaser, its servants, agents or employees;
- (ii) Purchaser's instructions or lack of instructions or Purchaser's failure or delay in taking delivery;
- (iii) the breach of any provision of this Agreement by Purchaser; or
- (iv) any infringement or alleged infringement of patents, trademarks, copyright, design, right or other intellectual property right occasioned by the importation, manufacture or sale of the Equipment if made to the specification or special requirement of Purchaser.

#### LIABILITY

Seller's total liability for any and all claims, damages, losses and injuries arising out of or relating to Seller's performance or breach of any term herein shall not exceed the purchase price of the Equipment. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL SELLER BE LIABLE FOR LIQUIDATED, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR COSTS, INCLUDING BUT NOT LIMITED TO: (1) LOSS OF PROFITS, BUSINESS OR GOODWILL; (2) LOSS OF USE OF EQUIPMENT OR FACILITIES; OR (3) LOSS RESULTING FROM UNUSABLE MACHINERY OR FACILITY DOWNTIME, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL FOR SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

#### DISCLAIMER OF WARRANTY

SELLER DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT WARRANT THE FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED BELOW.

#### WARRANTY OF GOODS MANUFACTURED BY SELLER

1. Except to the extent Seller specifies another warranty period in writing, Seller warrants products and parts manufactured by it and sold hereunder to be free from material defect in material and workmanship for a period of twenty-four (24) months from date of shipment (the "Warranty Period") provided, however, that Seller's sole responsibility under this warranty shall be to either repair or replace at Seller's option, any part which fails during the Warranty Period because of a defect in workmanship and material. Such replacement parts shall be provided at no cost to Purchaser, at the business establishment of Seller during regular working hours. Seller's obligation under this warranty shall not include any transportation charges, cost of installation, duty, taxes or any other charges whatsoever.
2. Seller shall be under no liability for breach of the warranty set forth herein: (i) unless the Equipment has been properly installed, used, maintained and serviced; (ii) unless Purchaser has promptly informed Seller in writing of the defect alleged within the Warranty Period and within 7 days of the discovery thereof; (iii) with respect to wearing and consumable parts; (iv) if Purchaser places Products in long-term storage and fails to perform proper long-term storage preparations per Seller's instructions; and/or (v) to Equipment or component parts or accessories thereof not manufactured by Seller. SafeRack equipment is designed and manufactured to strict tolerances and any modification may affect the performance and void the warranty. SafeRack cannot approve a customer's modification or its potential impact on the performance of SafeRack's equipment. Any risk of potential negative impact on the performance, durability or safety of the equipment, and any liability arising therefrom, is solely born by the customer.
3. Seller makes no representation regarding compliance with any state, provincial, or local law, rules, regulations, building code or ordinance relating to the installation or operation of the Equipment.
4. If the Purchaser informs the Seller of a defect after the Warranty Period has expired, then Seller may offer advice (free of charge) and may offer repair or replacement at Purchaser's expense. Any dispute as to whether a defect is covered by the Warranty shall be immediately referred to an expert to be agreed by Seller and Purchaser whose decision shall be final and binding upon the parties.
5. There are no third party beneficiaries of the Warranty granted by Seller herein.

#### WARRANTY OF OTHER MANUFACTURER'S PRODUCTS

Seller makes no warranties or representations of any kind whatsoever, either expressed, implied or statutory on any component parts or accessories sold hereunder which are not manufactured by Seller. Seller hereby extends the manufacturer's warranty or guaranties, if any, given to Seller by the manufacturer of said component parts and accessories, but only to the extent Seller is able to enforce such warranty or guaranties. Seller does not guaranty warranties of other manufacturers' products. Claims under any manufacturer's warranty shall be made in accordance with the manufacturer's requirements regarding the return, repair or replacement of the goods. Seller agrees to use its best efforts and will cooperate with Purchaser in enforcing any claims against manufacturer(s) for defects that may occur.

Seller has not authorized any party to make any representation or warranty other than the above warranty statements.

#### CONFLICTING LAW

Some jurisdictions provide rights in addition to those listed above, or do not allow the exclusion or limitation of implied warranties, or liability for incidental or consequential damages. If any provision or part of a provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

#### SPECIAL PROVISIONS

1. Purchaser understands and agrees that the Products may be subject to export and other foreign trade controls restricting re-sale and/or transfers to other countries and parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States (together, "Trade Control Laws"). Purchaser shall not export, re-export, transfer, or otherwise dispose of the Products directly or indirectly, except as permitted by applicable Trade Control Laws. Purchaser shall not do anything that would cause the Company or its affiliates to be in breach of applicable Trade Control Laws. Furthermore, Purchaser shall protect, indemnify and hold harmless the Company and its affiliates from any fines, damages, costs, losses, liabilities, penalties, and expenses incurred by the Company as a result of Purchaser's failure to comply with this clause.

**QUOTE NOTES:**

## PROJECT NOTES:

\* Customer responsible for verifying supporting structure can support new equipment

-SafeRack will provide loads & reactions of the provided equipment for your use in determining if the existing structure can support the new equipment

\* Customer responsible for moving any obstruction that interferes with operation of new equipment

-SafeRack will provide dimensional data of the provided equipment for your use to determine what items need to be moved

\* Retrofit SafeRack gangways: A) Existing platform handrails may need to be reworked. B) Platform frame sizing may require additional support steel.

\* SafeRack equipment and structures are designed by a competent engineer based upon appropriate codes and many years of experience

\* No PE stamp is included

\* International EndUser form is required to be completed in full for any order shipping outside of the US.

\* Equipment may protrude into standard clearance envelope

\* Vehicles must be properly spotted for the SafeRack equipment to operate properly

\* SafeRack will meet OSHA 1910 Subpart D - Any other code requirements may impact design and pricing

\* Estimated Delivery Schedule:

- Shipment: ????? week(s) after receipt of approved drawings back to SafeRack

\*\*Please confirm delivery schedule prior to ordering equipment\*\*

\* SafeRack manufactures our products with state of the art technology and sequencing to ensure the best quality product with fastest delivery possible.

Your equipment has been quoted with the most efficient and cost effective manufacturing process to enable your quoted price. Should any changes

occur due to shipping or installation requirements that negatively impact manufacturing efficiency, it may impact the overall cost and price of your job.

Once your approval process is complete and the manufacturing process has begun, subsequent changes in design/shipping/installation requirements may very well cause additional costs and charges even if those changes are later not implemented on the job. We will, of course, make every effort to support your delivery and installation requirements. In the event, however, these changes/costs are outside our quoted parameters, we reserve the right to re-quote the impact of these changes on your job.

## NOTES/COMMENTS:

- Some assembly required

- Quote does not include freight or special packaging (unless stated)

- Quote does not include installation

- Prices are in US dollars

- Prices do not include any applicable taxes or fees

- Galvanized steel specification meets ASTM 123.

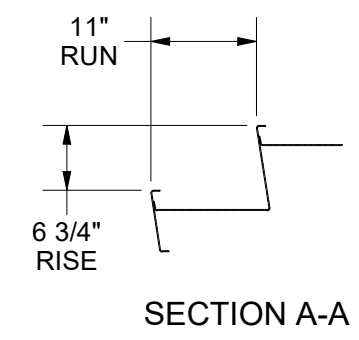
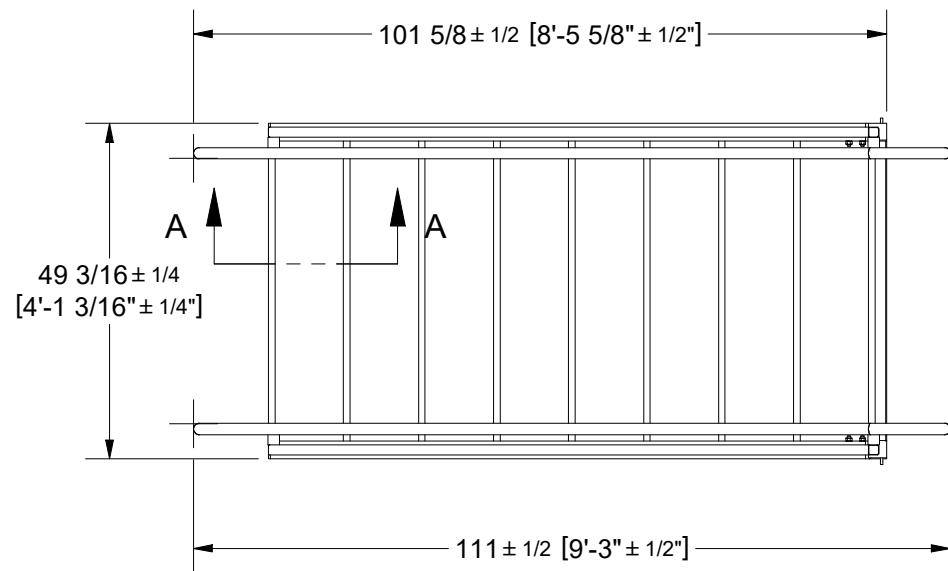
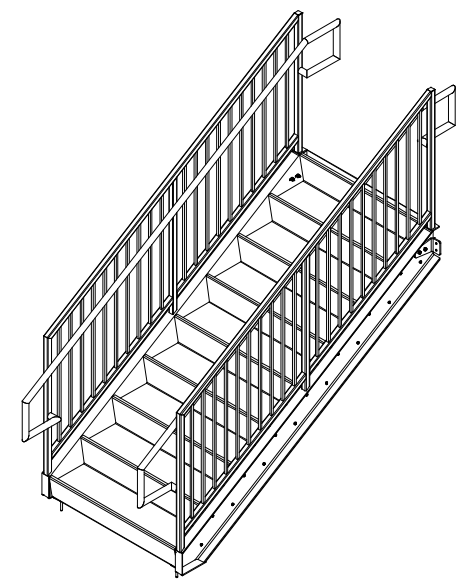
- Upon receipt of goods, inspect all equipment for damage/missing pieces prior to acceptance from the freight company. If any damage/missing pieces are noted on the shipping papers, please notify SafeRack immediately.

## PAYMENT TERMS:

Credit Terms of Payment: A. Domestic – Net thirty (30) days from date of invoice. SafeRack requires deposits on orders \$100,000 and over with drawings as follows: 1/3 deposit on receipt of order – due upon receipt; 1/3 deposit upon receipt of signed drawings back from customer – due upon receipt; 1/3 at shipment – net 30. SafeRack requires deposits on orders \$100,000 and over without drawings as follows: ½ deposit on receipt of order – due upon receipt; ½ at shipment – Net 30. Delinquent accounts shall bear interest at 18% per annum thereafter, until paid. Said interest rate shall be reduced to the maximum permissible rate in any state having laws which so require. B. International – SafeRack requires payment before shipment on International orders. SafeRack requires deposits on orders \$100,000 and over with drawings as follows: 1/3 deposit on receipt of order – due upon receipt; 1/3 deposit upon receipt of signed drawings back from customer – due upon receipt; 1/3 before shipment. SafeRack requires deposits on orders \$100,000 and over without drawings as follows: ½ deposit on receipt of order – due upon receipt; ½ prior to shipment. Unless otherwise agreed to by the Seller's Manager of Credit and Collection, payment shall be in U.S. Funds by wire transfer or irrevocable Letter of Credit, confirmed by a major U.S. Bank. In addition to such late payment charges, Seller may add to the amount past due any costs associated with collection thereof, including reasonable attorneys' fees.

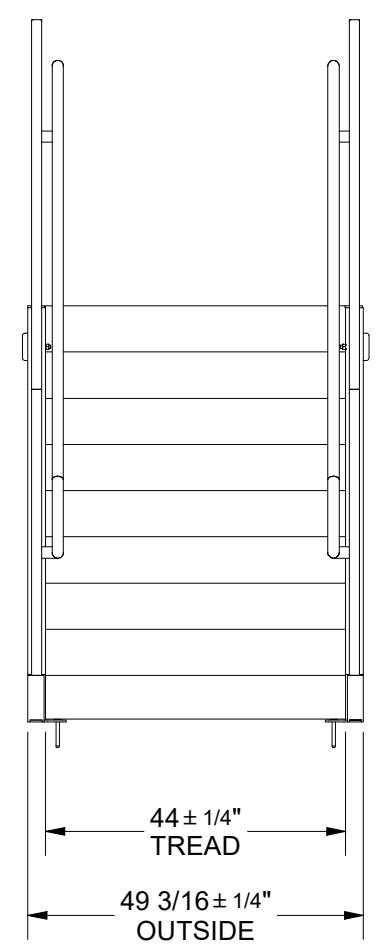
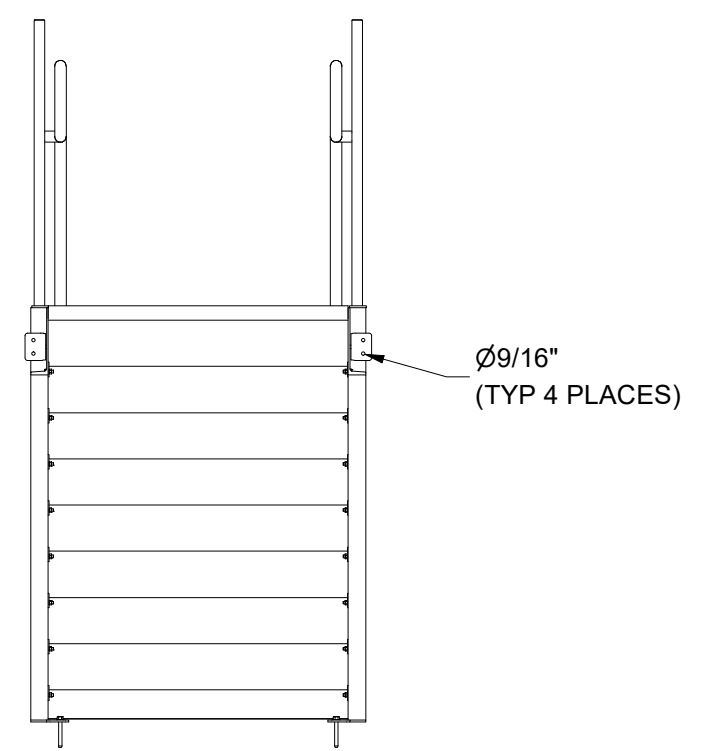
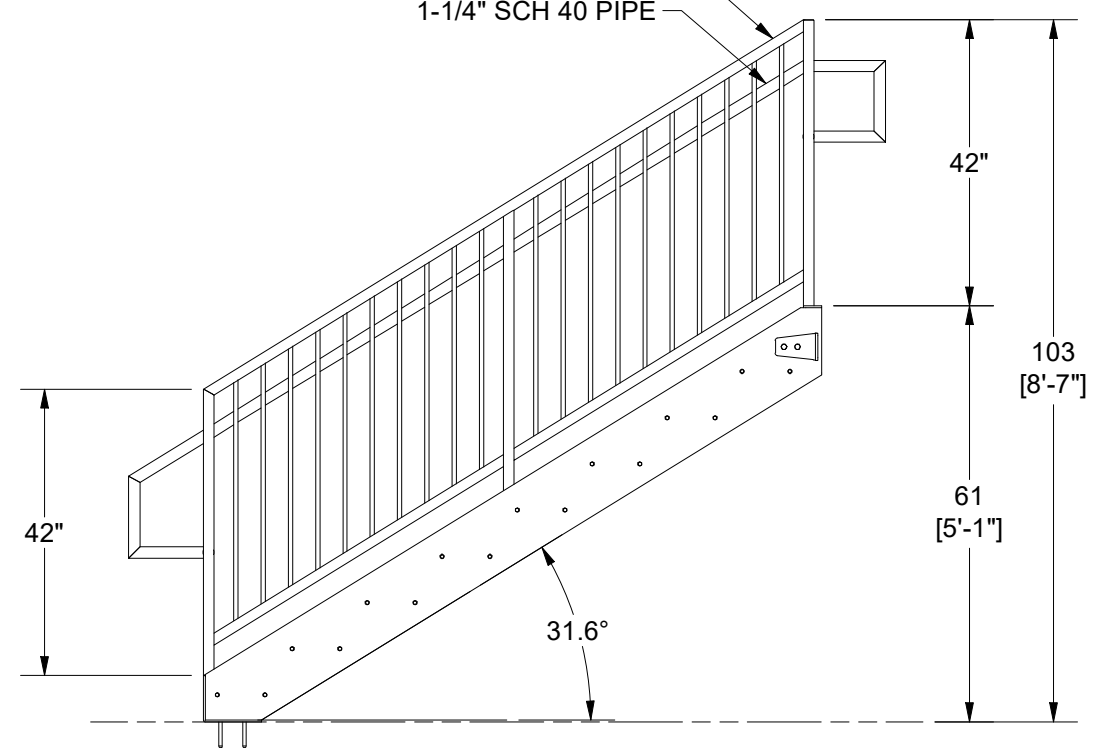


Y:\Automated Drawings\ST #19059\ST #19059 - Customer Approval Drawing.pdf 2024-04-05 08:15



1-1/2" X 1-1/2" X 1/8" SQUARE TUBE

1-1/4" SCH 40 PIPE



**SUBMITTAL REVIEW**  
 CUSTOMER IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, AND THAT DESIGN MEETS LOCAL CODE.  
 SIGNED APPROVAL AUTHORIZES FABRICATION AS DESIGNED. CHANGES MADE AFTER DRAWINGS ARE SIGNED MAY INCUR A CHANGE ORDER FEE.

I HAVE VERIFIED THE FOLLOWING:  
 (please initial)

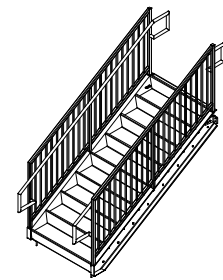
\_\_\_\_ STAIR HEIGHT (61")  
 \_\_\_\_ TREAD WIDTH (44")  
 \_\_\_\_ TREAD RISE/RUN  
 \_\_\_\_ OVERALL DIMENSIONS  
 \_\_\_\_ DESIGN MEETS OR EXCEEDS LOCAL CODE REQUIREMENTS

\_\_\_\_\_  
 SIGN ABOVE

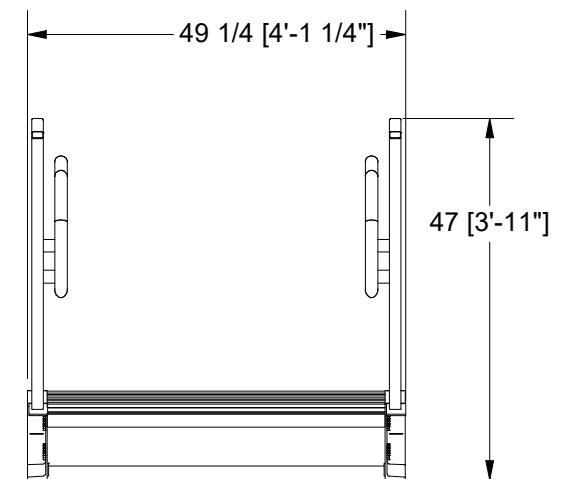
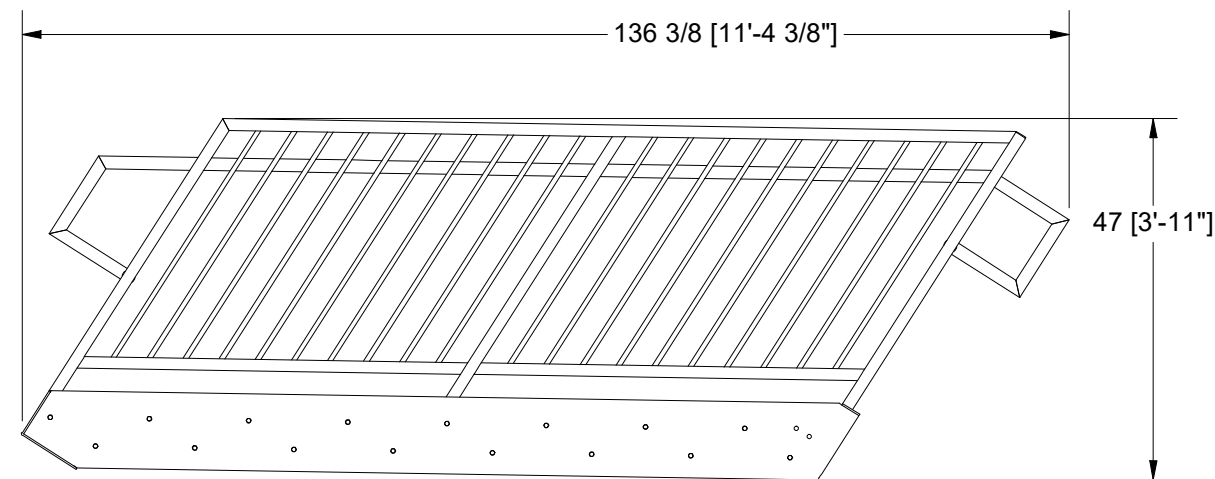
\_\_\_\_\_  
 DATE

ST #19059 - ST144 version 240404.0

JOB: <b>SAFERACK JAY CONE Quote</b>	DRAWING: <b>Stair Flight 1 &amp; 2 ST #19059</b>	PAINT COLOR: <b>PAINT BLACK</b>		PAGE 1 OF 2
		SALESMAN: <b>COLE</b>		
		TOLERANCES (U.N.O.): DIMENSIONS: ±1/8" ANGLES: ± 0.2°		



SHIPPING LIST							
ITEM	QTY	PART NO.	DESCRIPTION	LENGTH	UNIT WT.	NET WT.	FINISH
1	1	-	STAIRWAY		873.37	873.37	PAINT BLACK
2	2	Quote-19059-PL10	STAIR MOUNT PLATE	8 5/8 in	3.07	6.15	GALVANIZED
3	4	CSA12X4	1/2" X 4" SCREW-IN ANCHOR		0.04	0.15	ZINC
4	4	-	1/2"-13 HEX BOLT (GR. 5)	1 1/2 in	0.02	0.07	ZINC
5	4	-	1/2"-13 HEX NUT (GR. 5)		0.00	0.02	ZINC
						TOTAL WT.#	879.75



ST #19059 - ST144 version 240404.0

JOB:  
**SAFERACK  
 JAY CONE  
 Quote**

DRAWING:  
**Stair Flight 1 & 2  
 ST #19059**

PAINT COLOR: <b>PAINT BLACK</b>		
SALESMAN: COLE		
<small>TOLERANCES (U.N.O.):                  DIMENSIONS: ±1/8"                  ANGLES: ± 0.2°</small>		