

# **PEI** PROJECT ENTERPRISES INCORPORATED

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## **TERMS & CONDITIONS OF INSTALLATION**

- **Installation encompasses the supply of all tools, labor, and equipment required to erect the equipment specified in this proposal, so that it operates in all functions in accordance with applicable drawings and specifications.**

**The following conditions shall apply to all Project Enterprises Inc. installations unless otherwise negotiated and agreed to in writing.**

1. Quoted installation price is based on the assumption that work shall be performed during regular working hours – Monday through Friday between the hours of 8:00 AM to 4:00 PM. Job conditions are understood as those specified at the time the purchase order is issued.

The installation price does not include premium for overtime labor.

2. The purchaser must provide necessary equipment, labor and facilities for the delivery, receiving, unloading, storing and protection of materials in locations adjacent to the erection site.
3. At the job site, the purchaser must provide the power and utilities necessary to install the equipment as specified in the proposal.
4. The purchaser is responsible for ensuring that building alterations and/or relocation of existing obstacles are made to facilitate unimpeded function of the equipment.
5. Wiring, fuse type disconnect switches and field connections are not included in the installation package.
6. The purchaser is responsible for acquiring the permits and licenses required by local, state or federal agencies for the installation of the equipment and for paying any fees thereby incurred.
7. The erection area must be reasonably clean and free of obstacles. Floors shall be capable of supporting heavy components and mobile cranes.
8. The equipment will not be placed into service until it has been accepted by signature of the owner or his authorized representative, one of who shall inspect the equipment for acceptance immediately upon its erection.

In case of multiple systems, each system shall be accepted separately during the process of the work. The owner assumes all maintenance responsibilities for the equipment upon its acceptance. In case of usage of the equipment by persons other than authorized Project Enterprises Inc. personnel before the owner's acceptance, the owner shall assume all responsibilities for warranty or damage to equipment caused by such usage.

9. If the progress of installation is delayed due to reasons for which Project Enterprises Inc. is not directly responsible, the purchaser shall assume the additional expenses of the erection crew, incurred because of time lost and additional return trips to the job site.
10. Project Enterprises Inc. is not responsible for certifying the proper design and load carrying capacity of the building on which or to which the equipment is running or affixed.
11. Clearances: All purchasers regardless of whether or not they contract with Project Enterprises Inc. for installation must ensure adequate clearance conditions to facilitate proper operation of the equipment. The customer is responsible to ensure that the equipment has a full range of motion over its specified area, unimpeded by obstacles including but not limited to floor to ceiling beams, ductwork, piping and overhead lights.
12. Runways: Unless otherwise specified, runways and end-stops are not supplied by Project Enterprises Inc. The purchaser is responsible for accurately specifying runway span, and ensuring that the runways are level and align to within tolerances specified by current CMAA guidelines.
13. If stipulated in the purchase agreement, test loading shall be performed using labor and suitable test load provided by the purchaser. Test loading shall be performed in the presence of an authorized representative of the purchaser and of Project Enterprises Inc.
14. Warranty shall not cover normal wear and tear of parts owing to their inherent material properties or the use they are intended for, are subject to premature wear. Damage caused by improper storage, handling or treatment, overloading, the use of unsuitable fuels, oils, etc. faulty construction work or foundations, unsuitable building grounds, chemical, electro-chemical or electrical influences or any other circumstances which may arise through no fault of Project Enterprises, after the passing of the risk shall be excluded from the warranty.
15. All disputes shall be subject to jurisdiction in Washington County in the state of Pennsylvania, U.S.A.

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