



QUOTATION 1223457

Wayne Automatic Fire Sprinklers, Inc. FM Branch
 4683 Laredo Ave
 Fort Myers, FL 33905-4924
 USA

| CUSTOMER | BILL TO | JOB LOCATION | |
|---|---|----------------------------|------------------------------|
| Enclave at Naples Condominium Association | Enclave at Naples Condominium Association | Enclave At Naples | DATE January 31, 2024 |
| 1295 Wildwood Lakes Blvd | 1295 Wildwood Lakes Blvd | 1295 Wildwood Lakes Blvd. | EXPIRY DATE March 1, 2024 |
| | Naples, FL 34104 | 19 Buildings | SALES REP Philip D Rodgers |
| Naples, FL 34104 | | Naples, FL 34104 | PHONE (239) 433 3030 |
| Joan Colosimo | Joan Colosimo | Joan Colosimo | |
| (239)354-3200 FX: | (239)354-3200 FAX: | 2393543200 FAX: 2393543199 | |
| enclavenaples@comcast.net | | | EMAIL pdrogers@waynefire.com |

SCOPE OF WORK
 Follow Up Service Call 719498

LOCATION: ENCLAVE AT NAPLES, 1230 WILDWOOD LAKES BLVD

Problem: Unit 304 took the Mini horn out of the wall and covered the whole with drywall. Will need to reopen the wall and install mini horn.

Wayne Automatic Fire Sprinkler Inc, to provide labor and material for (1) System sensor mini horn in Unit 304.

****Incurred labor from service call 719498 is included in the total of this quote. After 30 days if not signed a bill will be sent for the original service call.****

NOTE: Any further troubleshooting after the new device is installed a new quote will be sent.

| DESCRIPTION | PRICE |
|---------------------------|-------------------|
| Materials and Labor:..... | TOTAL: \$1,142.66 |

Exclusions: The following are not included in this proposal:

- Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).
- Concrete/Pavement/Wall - Cutting, Removing, Patching or Painting.
- 2-Telephone lines at new equipment location.
- Monitoring of alarm system - unless otherwise noted.
- Duct, Smoke Detectors, Power, Shutdown and reset devices (M/C).
- 120 vac power at panel with circuit breaker lock (E/C).
- Security System Equipment and Door holders.
- Removal of abandoned cable.
- Asbestos Removal.
- Environmental conditions compatible to the panel (heat or cold).
- Removal and installation of shrubs, plants, etc.
- Design work / hydraulic calculations / permitting fees - unless otherwise noted.
- Additional backgrounds and design if CAD files are not provided.
- 3D/BIM design and coordination - unless otherwise noted.
- Any added requests made by the AHJ.

NOTE: Buyer is aware that there may be a delay in installation due to local AHJ Review/Permitting Timelines.

- Overtime, night work or after hours inspections - unless otherwise noted.
- Scheduling with tenants for unit access - unless otherwise noted.

NOTE: Buyer is to schedule access with tenants - unless otherwise noted.

- Any repairs not included in scope above.

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

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|-------------------|---------------------|---------------------|---------------------------|--------------------------|---------------------|-------------------|
| 222 Capitol Court | 3226 Cherry Palm Dr | 4683 Laredo Ave | 1500 S Powerline Rd Ste A | 11326 Distribution Ave W | 4370 Motorsport Dr. | 5905 Triangle Dr |
| Ocoee, FL 34761 | Tampa, FL 33619 | Ft. Myers, FL 33905 | Deerfield Beach, FL 33442 | Jacksonville, FL 32256 | Concord, NC 28027 | Raleigh, NC 27617 |
| 407-656-3030 | 813-630-0303 | 239-433-3030 | 954-917-3030 | 904-268-3030 | 704-782-3032 | 919-723-2348 |

Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M



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TERMS AND CONDITIONS (DECEMBER 2018)

WAFS is referred to herein as "Seller" and the Customer is referred to as "Buyer".

SCOPE OF UNDERTAKING. Seller will perform the services described on the first page of this Quotation/Work Order ("Quotation") (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initiated by Seller or shall be null and void and of no legal effect.

EQUIPMENT DISCONNECTIONS. Buyer is on NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

WAIVER OF SUBROGATION. The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

LIMITED WARRANTY. SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g, ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC...). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY ANY, SUPPLIED HEREUNDER.

INDEMNITY. Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

PAYMENT TERMS: If the Price is greater than \$20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

| | |
|---------------|-------------------|
| SUBTOTAL: | \$1,077.98 |
| TAXES: | \$64.68 |
| TOTAL: | \$1,142.66 |

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| | | | | | | |
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USA

Please fax signed approval to (239) 433-3263.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified. Payment will be made as outlined below.
Payment to be made as follows: COD
Visa and MasterCard accepted for payment.
3% surcharge will be applied to all credit card purchases.

Buyer:

Juan Colosimo

(Print Name)

Buyer Signature:

Juan Colosimo

Date:

1-31-2024

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