

Quote 02/06/2024

| Ship to: | From: | |
|--------------------------------|---------------------------|--|
| North Boone CUSD 200 | Restaurant Supply, LLC | |
| | Trey Dismuke | |
| | trey@restaurantsupply.com | |
| | 13031 U.S. Highway 19N | |
| | Clearwater, FL 33764 | |
| | 860-246-3333 xt. 141 | |
| Job Poforonco Number: 2404E4TD | | |

Job Reference Number: 240454TD

FREE FREIGHT

| Item | Qty | Description | Sell | Sell Total |
|------|------|--|-------------|-----------------------|
| 1 | - | CONVECTION STEAMER, GAS Cleveland Range Model No. 24CGA10 Steamcraft [®] Ultra 10 Convection Steamer, pressureless, gas, 2 compartments, (5) 12 x 20 x 2 1/2 pans/compartment capacity, manual controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, steam shut-off switch, electronic spark ignition, 1 standard treated & tap water connection, stainless steel | \$24,999.00 | \$24,999.00 |
| | | construction, 6" adjustable legs with flanged feet, 125,000 BTU | | |
| | 1 ea | 1-year parts & labor warranty, standard | | |
| | 1 ea | Extended warranty, not to exceed 24 months from date of installation (for K-12 schools only) | | |
| | 1 ea | 5 year pro-rated parts warranty on boilers & steam generators | | |
| | 1 ea | 3 year Convection Steamer Door Warranty, standard | | |
| | 1 ea | Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details) | | |
| | 1 ea | INSKITCGA6 Installation Kit for 24CGA, 24CGP10, Gas Series (Non- discountable NET pricing) (See Installation Kit flyer for details) | \$1,743.40 | <optional></optional> |
| | 1 ea | Natural Gas | | |
| | 1 ea | (VOS115) 120v/60/1-ph, 2.0 amps, 2-wire (DO NOT connect to GFI outlet) | | |
| | | Weight: 565 lbs total | | 624 000 00 |
| | | | M TOTAL: | \$24,999.00 |
| | | Total | | \$24,999.00 |

Prices Good Until: 03/07/2024

SALES TERMS AND CONDITIONS

Restaurant Supply, LLC, 24 Maple St., Wethersfield, CT 06109 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

- 1. <u>ITEMS PURCHASED</u>. Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
- 2. <u>PURCHASE PRICE</u>. The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.
- **3.** <u>PAYMENT OF TAXES</u>. Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
- **4.** <u>**PAYMENT.**</u> Prepayment is required at the time of order. Only qualified customers are eligible for purchase with a purchase order. Due to supply chain and long lead times, the invoice must be paid for the item received, not at the time the order is completed.
- 5. <u>WARRANTIES</u>. Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.
- 6. <u>DELIVERY</u>. Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.
- 7. <u>LIMITATION OF LIABILITY</u>. In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for

third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.

- 8. <u>RETURNS</u>. Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There is a 25% restocking fee will be charged on a non-defective returns. Custom fabricated items may not be returned.
- **9.** <u>DEFAULT</u>. The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; and (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- 10. <u>REMEDIES ON DEFAULT</u>. In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Seller may recover reasonable expenses, including attorneys' fees, and the amount shall be included in such judgment. In the event that Seller has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Seller may recover from Borrow and/or Guarantor any reasonable expenses so incurred, including attorneys' fees. BUYER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.
- 11. FORCE MAJEURE. If performance of an agreement between the parties or any obligation under an agreement between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 12. <u>CONFIDENTIALITY</u>. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and these Terms and Conditions as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner,

all documents relating to the confidential information will be returned to such owner.

- **13.** <u>ASSIGNMENT</u>. Neither party may assign or transfer the Seller's quote, sales offer, contract, etc. without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 14. <u>ENTIRE CONTRACT</u>. The applicable Seller's quote, sales offer or contract and these Terms and Conditions represent the entire agreement of the parties regarding the subject matter of each individual transaction, and there are no other promises or conditions in any other agreement whether oral or written.
- **15.** <u>MODIFICATION</u>. The applicable Seller's quote, sales offer or contract may only be modified or amended if the modification is made in writing and signed by both parties. Seller reserves the right to modify, amend or revise these Terms and Conditions as is necessary in the ordinary course of business without prior notice to Buyer.
- **16.** <u>SEVERABILITY</u>. If any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **17.** <u>WAIVER OF CONTRACTUAL RIGHT</u>. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 18. <u>APPLICABLE LAW</u>. This Contract shall be governed by the laws of the State of CT.
- **19.** <u>VENUE</u>. Buyer expressly agrees that any and all disputes shall exclusively be resolved by a court of competent jurisdiction in Hartford County, CT.
- **20.** <u>TITLES</u>. The titles to the Paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
- 21. <u>NOTICE TO OWNER</u>. If this transaction involves or is anyway related to the improvement of real property and Buyer is not the real property owner, Buyer will provide the name and contact information for the Property Owner prior to delivery or any work being performed. Seller will send a formal Notice to Owner to the Property Owner to protect Seller's right.

Net 30 terms: Customers granted Net 30 payment terms must pay each invoice within 30 days of the invoice date. Failure to do so constitutes an instance of Default. In the case of a Default, the Company may begin to charge interest on the delinquent unpaid balance at a rate of one and one-half percent (1-1/2%) per month (18% APR), or the highest rate allowed by law. Further, in case of a Default, Customer agrees to pay any and all collection fees and expenses incurred by the Company, including court costs, actual attorney fees and collection agency fees and expenses. CUSTOMER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.

ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT

24CGA10



SteamCraft[®] Ultra 10

TWO COMPARTMENT FLOOR MODEL DESIGN PRESSURELESS CONVECTION STEAMER GAS STEAM GENERATORS, 125M BTU

Models

• 24-CGA-10



Shown with optional Electronic Timer

Short Form Specifications

Shall be CLEVELAND, SteamCraft[®] Ultra 10, two compartments, Floor Model Steamer, Model 24-CGA-10, single, large capacity Gas-fired Atmospheric Steam Generator, 125M BTU input. Remote Probe Type Water Level Controls. Steam Generator with Automatic Water Fill on start up, Automatic Generator Blowdown, Electronic Spark Ignition and Generator Stand-by for instant steam. Choice of Compartment Controls, Manual By Pass Operation Mode, Exclusive Cold Water Condenser design, Type 430 Stainless Steel exterior and cooking compartments.

Standard Features

• Cooking Capacity for up to ten 12" x 20" x 21/2" deep Cafeteria Pans, five each compartment.

Project _ Item ____

Ouantity _

Date

FCSI Section 11400____

- Innovative PowerPak Gas Steam Generator: Unique 125,000 BTU, 80% efficient Vertical Atmospheric Generator Design, only uses 75M BTU when one compartment is used. Strong 14 Gauge Stainless Steel Construction. Large 7.5 gallon generator reservoir for high speed cooking production. Fully insulated rear mounted steam generator.
- Easy Access Cleaning Port: Generator Cleaning Port located on the outside, top of the unit.
- Instant Steam Stand By Mode: Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- Durable 14 Gauge, 304 Stainless Steel Construction: For cavity and steam generator.
- Two 60 Minute Electro-Mechanical Timers and Switches for manual operation: Audible signal for cooking time completion. (MCS)
- Main Power On/Off Switch: Automatically fills generator with water, then ignites gas burners via a fully automatic Electronic Spark Ignition (pilotless) to start generator.
- Exclusive Steam Cooking Distribution System: Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to keep clean. Creased top & bottom enhance drainage. Cold Water Condenser for each compartment maintains a dry steam. Fully insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks.
- Automatic Generator Drain: Contains a "Water Jet" Spray Rinse Drain Cleaning Cycle to keep drain clear.
- Exclusive Automatic Probe for Water Level Control: Separate from the generator for easy access, contains a high velocity rinse cycle to eliminate mineral buildup.
- Exclusive "Cool to the Touch" Two-Piece Compartment Door Design: Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- Condensate Drip Trough: Provide under lower compartment door to collect condensate.
- Left Hand Door Hinging: Compartment Doors hinged on the left, controls on the right.
- NSF Certified 6" Stainless Steel Legs with adjustable flanged feet for a one inch level adjustment.
- SCS Steam Cut off switch standard.

Options & Accessories

- Right hand Door Hinging, Controls on the Right (DHR)
- Electronic Timer with Compensating Load Feature (ETC)
 Dissolve[®] liquid descaling kit. USDA and FDA approved (10617413)
- Cafeteria Pans in depths of 1", 21/2" and 4"
- Propane Gas (PG)

teamCraft[®] Generator Style High Speed Convection Steamers

760 Beta Drive, Unit D Mayfield Village, Ohio 44143 Tel 1.216.481.4900 Fax 1.216.481.3782 Email steam@clevelandrange.com www.clevelandrange.com Section 3, Page 17 5591A 06 / 2021

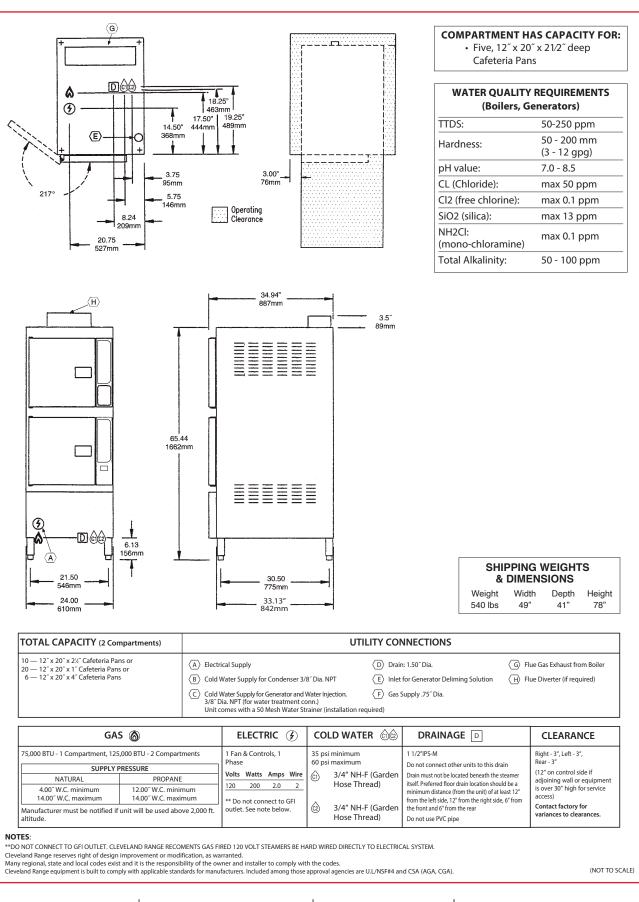


Restaurant Supply, LLC

KE004046-21



iteamCraft[®] Generator Style High Speed Convection Steamers



760 Beta Drive, Unit D Mayfield Village, Ohio 44143 Tel 1.216.481.4900 Fax 1.216.481.3782 Email steam@clevelandrange.com www.clevelandrange.com Section 3, Page 18 06 / 2021

