

**CITY OF FRAMINGHAM
CAPITAL PROJECT/EQUIPMENT REQUEST - FY2025-2034 CIP**

DEPARTMENT:

DEPARTMENT PRIORITY:

(1) **PROJECT NAME:**
PROJECT STATUS:

(2) **PROJECT DESCRIPTION AND JUSTIFICATION:**
 With successful implementation of the new Teen Room, the new Technology Learning Center and Public Computing area, and the new Literacy Unlimited Center, we are onto our next phase. The Main Library's main floor is the welcome center. This space should provide an immediate sense of comfort and ease, with friendly staff visible and available, engaging displays, good signage and wayfinding, and a design that signals that patrons are invited to browse, sit, and stay. Though we have tried to work with what we have, the current space offers very little seating, shelving and displays that are inadequate to showcase our new and exciting offerings, and no opportunity for our community to gather and connect. Working with our newly designed and ADA accessible Service Desk, we have envisioned a space that provides all this and more, with new, contemporary shelving solutions, a central "living room" area, which we have at our Branch Library and know patrons appreciate, booth seating at our windows, plug-in furniture for laptops and charging devices, and a new periodicals and café area.

PROJECT ADDITIONS/CHANGES JUSTIFICATION:

(3) **PURPOSE OF PROJECT:**

<input type="checkbox"/>	Replace existing infrastructure
<input type="checkbox"/>	Replace existing capital asset
<input type="checkbox"/>	Replace existing vehicle
<input type="checkbox"/>	Replace equipment
<input type="checkbox"/>	New infrastructure
<input type="checkbox"/>	New capital asset
<input type="checkbox"/>	New vehicle
<input type="checkbox"/>	New equipment
<input checked="" type="checkbox"/>	Strategic/Comprehensive/Master plan

(4) **BUDGET REQUEST BY YEAR:**

	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30-34
a. Land Acquisition						
b. Planning / Feasibility						
c. Design						
d. Construction						
e. Equipment/Vehicles						
f. Contingency						
g. Other	125,000					
TOTAL	125,000	-	-	-	-	-

(5) **PRIORITY:**

a. <input type="checkbox"/> health and safety	safety concern, hazardous condition, agency compliance, non-functional, etc
b. <input type="checkbox"/> level service maintenance	maintains City desired level of service
c. <input type="checkbox"/> economic development	adds to the City's economic vibrancy
d. <input checked="" type="checkbox"/> service improvement	new or improved service to meet demand

(6) **EFFECTS ON ANNUAL OPERATING BUDGET:**

	FY 25	FY 26	FY 27	FY 28	FY 29	FY30	YEARS 30-34
Personnel							
Operating							

(7) **PROPOSED FUNDING SOURCE(S):**

-
-
-

(10) **PROJECT OR EQUIPMENT LOCATION:**

 (11) **ASSET TYPE:**

(7a) **POTENTIAL GRANT FUNDING SOURCE IF APPLICABLE: (List source and matching requirements)**

	Place this project on state and federal grant requests list
(8)	PROJECT LEAD NAME & CONTACT INFO: (ADDITIONAL PROJECT INFO AS NEEDED) Lena Kilburn (Lkilburn@framinghamma.gov)
(9)	FINANCE DEPARTMENT NOTES:



Quotation

860.528.9981
www.red-thread.com

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
845904	11/16/23		FRA005	DelPeschio, Gina	83219

Quote To

FRAMINGHAM PUBLIC LIBRARY
49 LEXINGTON ST
FRAMINGHAM MA 01702-8218

Ship To

Nick Babineau, Office Mgr
FRAMINGHAM PUBLIC LIBRARY
49 LEXINGTON ST
FRAMINGHAM MA 01702-8218

Terms NET 30 DAYS

Sales Location E.Hartford -Furniture/Services

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
<p>Several manufacturers have notified us they are experiencing some increased transportation bottlenecks and raw material shortages that could potentially result in extended lead times or near term price increases. While we are monitoring the situation closely, we encourage you to proactively make your purchasing decisions within 30 days of quotation date to avoid possible delays or increases. Under the circumstances our pricing is guaranteed for 30 days from date of quotation, but may be subject to subsequent price increases. Please work with your sales representative to ensure we meet your needs. Thanks for allowing us to earn your business.</p> <p>MHEC Contract MC12-C07 BluDot not on contract</p> <p>Gina DelPeschio Cell Ph: (413)537-8927 gdelpeschio@red-thread.com</p> <p>Red Thread 55 Hartland Street - Suite 300 East Hartford, CT 06108 Send purchase orders to K12orders@red-thread.com</p>				
BEG	Subsection	Cafe		
1	1	HCMBDWRDF STEELCASE Convey; Cabinet-Base, Drawer, Door, Floor extended Depth: 24.00000 Height: 34.50000 Width: 36.00000 Case Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL)	1,627.22	1,627.22

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845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
2	1	Pull: Jazz Pull Pull Finish: Silver 9212 - SILVER Lock Options: Manual Lock Keying Options: MK Plug Drawer Config: 2 Small Drawer Side by Side Shelf Attachment: Shelf Pin Soft Close: No Soft Close Tag For Cafe DWDR-F/36/34.5 HCMBDWRF STEELCASE Convey; Cabinet-Base, Drawers, Floor extended Depth: 24.00000 Height: 34.50000 Width: 24.00000 Case Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL)	1,558.19	1,558.19
3	1	Pull: Jazz Pull Pull Finish: Silver 9212 - SILVER Lock Options: Manual Lock Keying Options: MK Plug Drawer Config: 2 Small / 1 Large Drawer Soft Close: No Soft Close Tag For Cafe DW-F/24/34.5 HCMBPDWRF STEELCASE Convey; Cabinet-Base, Printer, Drawer, Floor extended Depth: 24.00000 Height: 34.50000 Width: 30.00000 Case Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL)	1,447.27	1,447.27
4	2	Cover Finish: Plastic - PG1 6009 - ARCTIC WHITE Pull: Jazz Pull Pull Finish: Silver 9212 - SILVER Drawer Config: 2 Small Drawer Side by Side Soft Close: No Soft Close Tag For Cafe PRDW-F/30/34.5 HCMBTRIM STEELCASE Convey; Base trim	233.05	466.10

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
5	1	HCMCANTLVR STEELCASE Convey; Cantilever Depth: 19.75000 Height: 22.95600 Cantilever Position: Left Surface Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL) Tag For Cafe CANT	283.20	283.20
6	1	HCMCPF STEELCASE Convey; Cover panel, Floor extended Depth: 24.00000 Height-Cabinet: 34.50000 Surface Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL) Top Extension: No Top Extension Handedness: Left Hand Cutout Configuration: No Cutout Tag For Cafe CP	147.50	147.50
7	1	HCMCPF STEELCASE Convey; Cover panel, Floor extended Depth: 24.00000 Height-Cabinet: 34.50000 Surface Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL) Top Extension: No Top Extension Handedness: Right Hand Cutout Configuration: No Cutout Tag For Cafe CP	147.50	147.50
8	1	HCMEPF STEELCASE Convey; End panel, Floor extended Depth: 24.00000 Height-Cabinet: 34.50000 Surface Finish: Woodgrain HPL 2HAK - CLEAR OAK (HPL) Handedness: Right Hand Tag For Cafe EP	244.26	244.26

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
9	2	HCMRAIL STEELCASE Convey; Rail cabinet support Tag For Cafe	107.38	214.76
10	1	HCMRAILCOVER STEELCASE Convey; Rail cover Cover Finish: Plastic - PG1 6527 - MERLE Tag For Cafe	90.27	90.27
11	1	HCMWRKSFSS STEELCASE Convey; Worksurface, Solid surface Depth: 25.00000 Width: 33.37500 Top Surface Finish: Solid Surface Grade A 2801 - GLACIER WHITE CORIAN Moisture Resistance: MR-10 Backsplash: With Backsplash Tag For Cafe WS/33/25	1,308.03	1,308.03
12	1	HCMWRKSFSS STEELCASE Convey; Worksurface, Solid surface Depth: 25.00000 Width: 92.25000 Top Surface Finish: Solid Surface Grade A 2801 - GLACIER WHITE CORIAN Moisture Resistance: MR-10 Backsplash: With Backsplash Tag For Cafe WS/92/25	2,374.16	2,374.16
13	3	TS4THR3030 STEELCASE Top-Table, Square, 1 1/8 thick, High pressure laminate, 30D x 30W EDGE :6038 BLONDE ON MAPLE TOP-SURF:2592 BLONDE ON MAPLE Tag For Cafe 30/30	203.00	609.00
14	3	TS4TBASE22 STEELCASE Base, 22 dia BASE :7360 MERLE Tag For Cafe TB	246.50	739.50

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845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
15	1	86N4210841WKF2L KIMBALL OF STRASSA,42DX108WX41H,WORK TABLE, FULL MOD,BAR HT,HPL RIM PROFILE VIM SOFTENED,BRIGHTON GROMMET X NO SURFACE GROMMET END PANEL GROMMET X NO END PANEL GROMMET TOP LAMINATE GROUP STD STANDARD LAMINATE IM BRIGHTON MODESTY LAMINATE COLOR IM BRIGHTON CHASSIS LAMINATE COLOR IM BRIGHTON Tag For Cafe 4210841WKF2L	1,769.55	1,769.55
16	3	490410 STEELCASE Move; Chair, Plastic back, No arms, Glides FRAME :4799 PLATINUM METALLIC SHELL :6009 ARCTIC WHITE UPHLSTRY:5634 PARSLEY OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES Tag For Cafe MOVE	282.88	848.64
17	6	490712 STEELCASE Move; Stool, Plastic back, Arms, Glides FRAME :4799 PLATINUM METALLIC SHELL :6009 ARCTIC WHITE UPHLSTRY:5748 JUNIPER OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES Tag For Cafe MOVE	508.04	3,048.24
18	3	N93HBH2MSPX KIMBALL OF FRINGE,HIGH BOOTH,2 SEAT,SINGLE-SIDE, PLINTH BASE,CONTRAST	4,014.27	12,042.81

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845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		BACK UPHOLSTERY GRADE CFSM CF STINSON GRADE M BDW_50 BANDWIDTH BIT LUMBAR UPHOLSTERY GRADE CFSM CF STINSON GRADE M BDW_50 BANDWIDTH BIT EXTREME BACK UPH GRADE CFSM CF STINSON GRADE M BDW_50 BANDWIDTH BIT SEAT UPHOLSTERY GRADE 7 GRADE 7 70703 SILICA ETCH JUNIPER ACCENT UPHOLSTERY GRADE CFSM CF STINSON GRADE M BDW_50 BANDWIDTH BIT FRONT SEAT GROMMET X NO FRONT SEAT GROMMET GLIDE STD STANDARD GLIDE Tag For Cafe N93HBH2MSPX		
			Subsection Sub Total	28,966.20
			Subsection Total	28,966.20
END	Subsection			
BEG	Subsection	Charge Desk Zone		
19	2	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Smooth Paint ZW01 - PEARL SNOW Tilt Head Option: CF Standard Tilt Head w QR Bracket Type: CF Through Mount Bracket Tag For Charge Desk Zone CFI-S-T	178.75	357.50
20	4	21101 SMITH SYST Booktruck-Gorilla, Six Sloping Shelf,w/5" Casters, 18Dx36Wx44H Cart Finish: Smith System Paint NV - NAVY Tag For Charge Desk Zone ST/6SS	596.30	2,385.20
21	8	21105 SMITH SYST	30.15	241.20

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
22	2	Dividers-3-Pack, 10Dx6H Divider Finish: Smith System Plastic BLACK - BLACK Tag For Charge Desk Zone 4827412S STEELCASE Amia; Stool, Sewn, Air Backrest, Arms AIRBACK :6249 PLATINUM SOLID PLASTIC :6249 PLATINUM SOLID UPHLSTRY:5L37 BLUE RASPBERRY SLK19 OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS SOFT CST SOFT CASTERS ARMS *OPT:ARM OPTIONS H/W/P/D STD:H/W/P/D ARMS OPT ACC *OPT:OPTIONAL ACCESSORIES SOIL RET SOIL RETARDANT TREATMENT PACKAGE *OPT:PACKAGING OPTIONS NA Not Applicable	916.09	1,832.18
23	1	Tag For Charge Desk Zone AMIA 4821410 STEELCASE Amia; Chair, Upholstered, Arms PLASTIC :6249 PLATINUM SOLID UPHLSTRY:5L37 BLUE RASPBERRY SLK19 OPTIONS ** OPTIONS ** ARMS *OPT:ARM OPTIONS H/W/P/D STD:H/W/P/D ARMS SEAT HGT *OPT:BASE ASSY HEIGHT RANGE 5" RANGE STD:5" PNEU SEAT HEIGHT RANGE BASE OPT *OPT:BASE OPTION PLASTIC STD:PLASTIC BASE CASTERS CASTERS HARD CST STD:HARD CASTERS OPT ACC *OPT:OPTIONAL ACCESSORIES SOIL RET SOIL RETARDANT TREATMENT	871.39	871.39
24	3	Tag For Charge Desk Zone AMIA COH350W27 COALESSE Enea; Stool-Café, 4 legs, Wood, Counter height, Wood seat Tag For Charge Desk Zone	587.52	1,762.56

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845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
25	2	ENEA N53GU5LMC KIMBALL OF DELGADO,UPH BACK,5-PRONG BASE,MOBILE, METAL UPHOLSTERY GRADE DTC DESIGNTEX GRADE C 3008_502 IOTA FERN CASTER C3 HARD DUAL WHEEL,BLACK Tag For Charge Desk Zone N53GU5LMC	1,157.14	2,314.28
			Subsection Sub Total	9,764.31
			Subsection Total	9,764.31
END	Subsection			
BEG	Subsection	Lounge Zone		
26	1	TS4TLP40 STEELCASE Campfire; Big Table, Power cutout, 96W x 48D x 40H OPTIONS ** OPTIONS ** TOP OPT *OPT:TOP OPTION VEN TOP VEN TOP TOP-SURF TOP SURFACE WOOD *TOP-SURF:WOOD 3P51 OP PLANKED MAPLE CON OPT *OPT:CONTRASTING MODESTY PNL OPTION NOCONMOD NO CONTRASTING MODESTY PANEL PWR OPT *OPT:POWER OPTIONS 2PWR0DAT RECEPTACLE 2 PWR 0 DATA INPUT GROMMET GROMMET METALLIC *GROMMET:METALLIC PAINT 4799 PLATINUM METALLIC Tag For Lounge Zone 48/96-PC	3,528.00	3,528.00
27	1	BD1FR1RNDCCFF BLUE DOT D Free Range Coffee Table	876.56	876.56

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845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
28	2	Tag For Lounge Zone FREE RANGE BD1MN1SSSIDE BLUE DOT D Minimalista Side Table COLOR: Marble / Black SKU: MN1-SDTBK-MB	421.88	843.76
29	1	Tag For Lounge Zone MINIMALISTA BD1RU1BOUSTA BLUE DOT D Bousta Rug	703.13	703.13
30	1	Tag For Lounge Zone BOUSTA BD1NS192SFALTHR BLUE DOT D The New Standard 92" Leather Sofa COLOR: Granite Leather / Black SKU: NS1-92SFBK-GN	5,995.31	5,995.31
31	4	Tag For Lounge Zone NEW STANDARD BD1AF1SWVLNGLTHR BLUE DOT D About Face Swivel Leather Lounge Chair COLOR: Camel Leather SKU: AF1-SWVLNG-CA	2,671.88	10,687.52
32	1	Tag For Lounge Zone FACE 490-B96HRZ COALESSE Ripple; Bench-Lounge, Flat seat, 19 1/4D x 97W x 19 1/4H UPHOLS :5L38 CAULDRON SLK20 OPTIONS ** OPTIONS ** FAB BACK *OPT:ACRYLIC LATEX BACKING NOBACKER FABRIC BACKER NOT REQUIRED	2,103.84	2,103.84
33	6	Tag For Lounge Zone RIPPLE K54ST KIMBALL OF NASH STOOL,	1,198.50	7,191.00

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
845904	11/16/23		FRA005	DelPeschio, Gina	83219

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	DTC DESIGNTEX GRADE C 3008_502 IOTA FERN DTB DESIGNTEX GRADE B 3973_805 WOOLISH CHARCOAL STD STANDARD GROUP 1 NM NATURAL Lounge Zone K54ST		
			Subsection Sub Total	31,929.12
			Subsection Total	31,929.12
END	Subsection			
BEG	Subsection	window lounge		
34	6	BT26 STEELCASE Base-T, 26W BASE :7360 MERLE COLUMN :7360 MERLE	216.66	1,299.96
	Tag For	window lounge TB		
35	3	TS4THR3048 STEELCASE Top-Table, Rectangle, High pressure laminate, 30D x 48W EDGE :6038 BLONDE ON MAPLE TOP-SURF:2592 BLONDE ON MAPLE	228.50	685.50
	Tag For	window lounge 30/48		
36	5	N95MB KIMBALL OF SWIFT,2 SEAT LOUNGE,ARMLESS UPHOLSTERY GRADE DTI DESIGNTEX GRADE I 3815_402 BIG TEXTURE SEA FINISH NM NATURAL PAINT 501 PLATINUM METALLIC	2,490.53	12,452.65
	Tag For	window lounge N95MB		
			Subsection Sub Total	14,438.11

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END			Total	14,438.11
37	1	SURCHARGE SMITH SYST MHEC SURCHARGE	78.79	78.79
38	1	INS1 RT KIMBALL AND BLUDOT INSTALLATION	8,235.00	8,235.00

QUOTATION TOTALS

Sub Total	93,411.53
Grand Total	93,411.53

End of Quotation

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Standard Terms and Conditions

These Standard Terms and Conditions are hereby incorporated into any order, quotation, proposal or agreement (hereinafter "Order") for goods and/or services from Red Thread Spaces LLC d/b/a Red Thread (hereinafter "Seller") to the party identified as the customer, buyer or purchaser in the Order (hereinafter, "Buyer"). By accepting or entering into the Order, Buyer agrees to be bound by all of the terms and conditions stated herein.

1. Payment Terms. Except as otherwise expressly stated in the Order, a deposit of 50% of the Order price is required, and payment of the balance is due and payable 10 days after invoice date by check, bank wire or ACH with no resulting intermediary fees to Seller. Goods and/or services will be invoiced as delivered and/or provided to Buyer. Buyer is required to pay all sales, use and other taxes on all goods and services provided, and promptly reimburse Seller for such taxes even if not shown on the Order or invoice. Any Buyer claiming to be exempt from taxes must provide Seller with a valid exemption certificate. Buyer must notify Seller within 10 days after the invoice date setting forth in detail the basis of any disputed item. Notwithstanding the existence of any disputed item, payment for all items not so disputed within said 10-day period shall be due and payable 10 days after the invoice date. Interest at the rate of 1.5% per month will accrue on outstanding monthly balances after the date payment is due until paid, and accrued but unpaid interest will be added to the outstanding balance on a monthly basis. Buyer agrees to pay all costs incurred by Seller in collecting any outstanding balances, including but not limited to reasonable attorney's fees.

2. Cancellations and Changes. All Orders are firm and not subject to cancellation or change without Seller's written agreement. If Seller agrees to cancellation or changes, Buyer shall pay all cancellation, restocking and handling charges.

3. Delivery Dates and Schedule Changes. In the event of Buyer's inability to receive goods as scheduled, Seller will arrange for storage of goods, if required. All costs of double handling, demurrage, extra trucking, storage, risk of loss and insurance incurred by Seller as a result of such changes or delays will be borne by Buyer. In the event that goods must be stored beyond 10 days, Seller will invoice Buyer for goods as though the Order was delivered to Buyer and such invoice shall be due and payable 10 days after invoice date. Placement of the goods in storage by Seller is deemed delivery by Seller and receipt by Buyer.

4. Conditions of Job Site. At time of delivery or installation, the job site must be clear and free of all debris and other tradespeople. Electric current, heat, hoisting and/or elevator service, and adequate facilities for off-loading, staging, storing, moving and handling of goods to be delivered and installed must be provided by Buyer without charge to Seller. Failure of the job site to conform to these requirements may result in project delays and additional costs and expenses, which shall be borne by Buyer.

5. Delivery and Installation. Unless otherwise stated in the Order, delivery and installation will occur during Seller's normal work hours using non-union labor, paid at non-prevailing wages. Buyer shall be responsible for payment of all costs incurred as a result of Buyer's request for delivery or installation outside of Seller's normal work hours, including but not limited to overtime and any other additional labor costs. Buyer shall pay all costs of job-site trade regulations enforced at the time of delivery and/or installation, including any requirement that delivery and/or installation be completed by on-site tradesman.

6. Work by Others. Buyer shall be responsible for connection of electrical panels or components to the building power source unless separately stated. Buyer shall be responsible for structural integrity of any walls in which product will be mounted, effects of building vibrations on electrical components and for measurements that can't be verified at time of Order placement.

7. Responsibility for Delivered Goods. Goods shall be deemed delivered to Buyer upon delivery to the job site by Seller. Buyer shall thereafter bear all risk of loss. If goods are drop shipped directly by manufacturer to Buyer without Seller's services required, Buyer is responsible to receive, unload and inspect product for damage and notify Seller of damage within two days of product receipt. Damaged goods and packaging must be retained for inspection by the carrier. Seller shall not be responsible for any losses sustained due to Buyer's failure to notify Seller timely. Seller's invoices shall be paid in full by Buyer when due irrespective of pending freight claims.

8. Acceptance of Installed Items. All goods installed by Seller shall be conclusively deemed to be in accordance with Buyer's specifications and accepted by the Buyer upon completion of installation unless written notice to the contrary is furnished to Seller within 3 business days after completion of installation.

9. Warranty. Seller will, to the extent assignable, assign any product warranties supplied or furnished by the manufacturer to the Buyer. Seller will provide labor at no charge to correct any labor deficiency for 60 days from date of installation. Seller will provide labor at no charge to repair or replace defective products and parts during the first 60 days of the manufacturer's warranty period. After 60 days, Seller shall provide labor at no charge to Buyer to repair or replace defective products and parts only if and to the extent such labor is included in the manufacturer's warranty.

NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE EXTENDED BY SELLER. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. Limitation of Liability.

A. Delays and Extensions of Time. No liability shall accrue against Seller from any act or neglect of Buyer, any Order changes requested by Buyer, any delay authorized or caused by Buyer, any strike, lockout, work stoppage or other labor dispute, any fire, accident or other casualty, any unusual delay in deliveries or inability to obtain goods or materials, any act of God, or any other cause beyond Seller's control.

B. SELLER'S LIABILITY FOR GOODS AND SERVICES PROVIDED SHALL BE LIMITED TO THE INVOICED VALUE OF SUCH GOODS AND SERVICES AND IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (REGARDLESS OF THE LEGAL THEORY) EXCEED THE AMOUNT PAID BY BUYER (IF ANY) FOR SUCH GOODS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS REPUTATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY GOODS OR SERVICES PROVIDED BY SELLER TO BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Miscellaneous

A. Governing Law; Severability. These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law applicable to choice of law. Any suit by either party shall be brought only in Massachusetts. The parties hereto waive all rights, if any, to a jury trial in any disputes arising from or relating to Order and waive any argument that venue is not appropriate or convenient. If any provision is found to be unenforceable, the remainder of these Standard Terms and Conditions shall continue in full force and effect.

B. Complete Understanding; Modification. These Standard Terms and Conditions supersede all prior agreements and understandings between the parties with respect to its subject matter. Any amendments to these Terms and Conditions must be in writing and shall not take effect unless signed by an authorized officer of each of the parties.

C. Security Interest. Buyer grants Seller a security interest in products sold until payment in full is received by Seller. Buyer grants Seller all of the rights and remedies of a secured party under the Uniform Commercial Code. Buyer appoints Seller as its attorney-in-fact for the purpose of executing a UCC-1 Financing Statement or other documents as may be necessary to perfect this security interest.

This quotation is subject to Red Thread's standard terms and conditions which are available to the accepting party upon request.

Accepted by: _____ Title: _____ Date: _____

Print Name: _____