



QUOTATION 1285856

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 August 12, 2024
1295 Wildwood Lakes Blvd	1295 Wildwood Lakes Blvd	1295 Wildwood Lakes Blvd.	EXPIRY DATE September 11, 2024
	Naples, FL 34104	19 Buildings	SALES REP Danielle M Rodriguez
Naples, FL 34104		Naples, FL 34104	PHONE (239) 433 3030
Joan Colosimo	Joan Colosimo	Joan Colosimo	
(239)354-3200 FX:	(239)354-3200 FAX:	(239) 354 3200 FAX: (239) 354 3199	
enclavenaples@comcast.net			EMAIL dmrodriguez@waynefire.com

SCOPE OF WORK

Change Order From Service Call # 120637

Location: Enclave of Naples

PROBLEM: Deduct quote

NOTE: Incurred Labor from service project #120637 is not included in the total cost of this quote.

DESCRIPTION	PRICE
Materials and Labor:.....	TOTAL: (\$320.00)

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

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	Concord	Raleigh
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 initialed 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:	(\$320.00)
TAXES:	\$0.00
TOTAL:	(\$320.00)

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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:

JOAN COLOSIMO
(Print Name)

Buyer Signature:

Joan Colosimo

Date:

8-13-2024

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