



**Miscellaneous Metals Addendum 1**  
Bid Packages #8.0, Miscellaneous Metals,

No 9557460  
UCD Medical Campus Operating Modernization

This addendum to the RFP documents consists of pages AD-1 thru AD-21.

The following changes, additions, or deletions shall be made to the listed documents as indicated, and all other conditions shall remain the same.

1. SLD Booms Drawings have been provided and attached. Reference SLD Miscellaneous Metals to include with pricing, note that all structural details will take precedence over the SLD Drawings.
2. Please refer to the most recently uploaded Scope of Work for clarification regarding the exclusion of miscellaneous metals related to medical equipment. Adjust your pricing accordingly to reflect this change.

The bid due date remains the same on Wednesday March 26, 2025 at 2 PM.

Thank you,

**Lauren Morgan**  
**Preconstruction Manager – Swinerton**  
15 Business Park Way, Ste 101  
Sacramento, CA 95828  
C. 916-208-3390  
Lauren.morgan@swinerton.com

**SCOPE OF WORK  
AND PROJECT SPECIFIC CONDITIONS  
MISCELLANEOUS METALS**

03/01/2025

This attachment shall not limit more stringent requirements found elsewhere in the Subcontract Documents unless specifically listed as an exclusion below.

**A. Furnish and install all MISCELLANEOUS METALS work, including but not limited to:**

1. Furnish all labor, material and equipment to complete all Miscellaneous Metals work as described in and shown on the contract documents, and in conjunction with the scope outlined in this Scope of Work Document. Complete work that is currently shown, and that which can be reasonably anticipated to be included for this project. No exclusion or limitation in the plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work.
2. The drawings are scope documents that indicate the general scope of the project and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. Subcontract is awarded on the basis of such documents with the understanding that the Subcontractor is to furnish and install all items required for the proper completion of its work without adjustment to the subcontract price, including but not limited to the following: Subcontractor shall furnish all labor, supervision, material, equipment, tools, lifts, layout, storage, loading and unloading, flagmen, taxes, insurance, support, material and labor escalation, overhead, profit, and all other miscellaneous appurtenances as necessary for a complete and functional installation as described in the Contract Documents.
3. The costs of revisions made by Subcontractor, resulting from the use of a substitution (or use of an approved alternate) which differs from the Specified Basis of Design or the Basis of Design implemented in the Project Contract Drawings, will be borne by Subcontractor, including any delay costs.
4. Subcontractor shall provide field and office supervision sufficient for the proper and timely execution and management of the work in accordance with the project schedule and other contract requirements. No changes in supervision shall be allowed without written authorization from Contractor unless caused by a termination or serious illness. Contractor shall have the right to reject any proposed Subcontractor personnel without cause.
5. Subcontractor shall have a foreman on site at all times during the execution of the work covered in this contract. This individual shall be responsible for all aspects of this work and be able to represent the Subcontractor in all matters involving the subcontract including detailing, scheduling, coordination, change orders and safety. The Foreman shall also be present at weekly coordination meetings beginning at least two weeks in advance of the scheduled start of the work.
6. Provide all required submittals for review and approval by Swinerton and Design Team.
7. Coordinate with other trade subcontractors whose work interfaces with your work to determine required installation tolerances.
8. All finished products to be turned-over without scratches, smudges, markings, or stains. Leave work clean of all fabrication and installation materials including adhesives. Wipe clean all work as required to perform punchlist.

9. Comply with all applicable codes and jurisdictional requirements.
10. Subcontractor is solely responsible for the dimensional correctness of its work.
11. Any dented, scratched, nicked, or otherwise damaged material (not resulting from other trades) will be rejected and replaced at no additional charge and without delay to the project. Any damage resulting from other trades will be replaced on a time and material basis.
12. Prior to installation, store materials in the area of installation for as long as required by the specifications and/or manufacturer to achieve temperature stability and acclimatization.
13. Provide complete warrantable systems including all components, details, and accessories recommended by the product manufacturers. Prepare and submit maintenance manuals and material warranties. Warranty periods will commence when the project's Substantial Completion has been obtained.
14. Mock-ups and samples as required.
15. All layout for own work. Two pairs of control lines and an elevation benchmark will be provided on each floor by others.
16. Subcontractor to provide all access to its own work (i.e. lifts, ladders, etc.)
17. Subcontractor to provide all Hoisting for its own work including:
  - a. Operator, Rigging/Riggers & Flagmen
  - b. Cribbing at the crane travel area to protect AC paving and underground utilities
  - c. Subcontractor is responsible for all crane insurance requirements during and after use including property damage insurance for the crane.
18. Provide all field quality control measures specified for the work within this scope.
19. The Subcontractor shall allow the Contractor, Owner's representatives, inspectors, and testing agencies the use of its equipment as needed to perform required inspections and testing.
20. Include all miscellaneous angles, hangers, channels, flat plates, HSS members, collars, fasteners, bent plates, cap plates and welding as indicated on drawings and required for a complete installation.
21. Field measure to ensure proper fit.
22. Shop drawings, delegated design, and calculations for all metal work per specification 055000 within this scope of work.
23. Coordinate with the independent inspection and testing agency to enable them to perform their services immediately after Subcontractor completes working in a specific area and while ladders and scaffolding are still in position. Furnish ironworker as requested for testing by independent agency.
24. Anchorages including insert, drill-in and all-thread anchors. Drill concrete as needed for anchors.
25. Embedments, shimming, etc. required for this work.
26. Fireproof scraping and fireproof patching due to late or out of sequence work.
27. Angle braces and embeds required for miscellaneous metal items identified herein.
28. Furnish temporary electrical equipment and power necessary for onsite welding.

29. Means of smoke evacuation during welding operations.
30. All fire watch and fire protection during welding operations.
31. Rusty or unprimed material will be rejected and replaced at no additional cost.
32. Furnish temporary electrical equipment and power necessary for onsite welding.
33. Work to be performed during normal working hours, unless otherwise directed by Swinerton.
34. Provide prime painting or galvanizing of all miscellaneous metals, depending on location.
35. Provide primers that comply with Section 099113 "Exterior Painting," Section 099123 "Interior Painting" and Section 099600 "High-Performance Coatings," based on location and application indicated.
36. Prime painted and galvanized pieces shall be left in a ready-for-paint condition. All grinding, patching and refinishing required to achieve this condition shall be included. Coordinate requirements with the Painting Subcontractor.
37. Subcontractor shall touch up primer on its work damaged during installation and/or welding.

**1) Project-Specific Scope, Including but not limited to the following:**

- a) This scope of work shall include, but is not limited to, the following specification sections:

- i) Division 01 – General Requirements (as it relates to this scope of work)

- ii) Division 05, including but not limited to:

05 05 23 – Metal Fastenings

05 50 00 – Metal Fabrications

05 50 10 – Interior Metal Fabrications

2. Project to be priced by breakout below:

**a. Permit 2 – Work in 24 ORs, PreOp, & PACU**

- (1) Provide all miscellaneous metals including but not limited to all steel, base plates, brackets, angles, threaded rods, struts, bolts, clips and anchoring required to modify existing booms supports for including but not limited to:
  - (a) Surgical boom base plates, bolts, nuts, washers and required connections at all 19 typical ORs as shown on floor plans and details per S-1511. Misc metals contractor to include all fabrication, and install of boom support structure. Including cutting of existing plate, pipe and all welding required to install misc metal supports.
  - (i) Include removal of old base plates to install new base plates as required. Removal of medical booms will be by others. SLD equipment will be installed by others. Supply and install of structural support system is by this misc metals contractor.
  - (b) SLD ceiling supports in the 5 specialty ORs per details 8/S-1512 including but not limited to threaded rod connections, embeds, bolts, HSS braces and all anchorage required for SLD ceilings.
- (2) Suspended tv mount steel supports per detail 1/S-1513 to include threaded rod connections, embeds, bolts, HSS braces and all anchorage as required.

- (3) Ceiling plate, bolts, nuts and washers as required to provide monitor support per details S-1512.
- (4) Provide FOB misc metals as required in the drawings unless notes as by manufacturer, including but not limited to the following items:
  - (a) Steel plate frame assembly for all storage cabinets per detail 9/S1512
  - (b) Base plates for angio diagnost 7 equipment per detail 3/S1513.
  - (c) Ledger angles as specified by 4/S-1513.
- (5) Provide metal countertop supports. Refer to A-540 Details A5 and C5 for Countertop Support Details. Assume a counter bracket is required every 4' OC for all casework.
- (6) All fixtures and accessories accessible rooms to meet CBC and ADA accessibility requirements
- (7) Provide mounting supports at location required by owner for owner installed items. Contractor to coordinate with owner.
- (8) Provide Sample and Validated specimen reports per TIO for scope items that pertain to work installed for all permits applicable.

**2) Alternate Bid Items:**

- a) Furnish and install all Unistrut work as required per architectural and structural plans. This does not include Unistrut for electrical equipment or light fixtures which will be by electrician.
- b) Permit 3 misc metals work
  - i) HSS steel below large window section in waiting room. Make assumptions on spacing required between HSS supports.

**3) EXCLUSIONS:**

- a) Onsite General Liability and Worker's Compensation insurance (by Owner's OCIP program).
- b) Testing and Special Inspections (by Owner's Testing Agency).



# ESTIMATE

Job number : SLD210613

Estimate number : EST-002839

## UCDMC OR Modernization Project

Bill to:  
UC Davis Health  
4800 2nd Avenue (FSSB) Suite 3010  
Sacramento, CA 95817 USA



Estimate date : 30 Sep 2024

Expiration date : 29 Dec 2024

Item & Description	Qty	Price Each	Ext. Total
<b>PK-7301 - Hybrid OR 45</b>			
AFC1316 - Custom AirFRAME Hybrid OR 35	1.00	310,269.00	310,269.00
HEPA Filter - Custom RSR Room-side replaceable HEPA filter	16.00	517.00	8,272.00
Anchorage Design Service Anchorage Design Service - Per Room	1.00	3,554.00	3,554.00
uLED 8'	8.00	1,019.00	8,152.00
<b>PK-8036 - FLEXIBLE OR 41, FLEXIBLE OR 43</b>			
AFC2340 - Custom AirFRAME FLEXIBLE OR 41 & 43	2.00	235,004.00	470,008.00
HEPA Filter - Custom RSR Room-side replaceable HEPA filter	34.00	517.00	17,578.00
Anchorage Design Service Anchorage Design Service - Per Room	2.00	3,558.00	7,116.00
uLED 8'	16.00	1,019.00	16,304.00
<b>PK-8037 - FLEXIBLE CVOR 45, FLEXIBLE CVOR 46</b>			
AFC2341 - Custom AirFRAME FLEXIBLE CVOR 45 & 46	2.00	209,707.00	419,414.00
HEPA Filter - Custom RSR Room-side replaceable HEPA filter	34.00	517.00	17,578.00
Anchorage Design Service Anchorage Design Service - Per Room	2.00	3,558.00	7,116.00
uLED 8'	12.00	1,019.00	12,228.00
<b>Total</b>		<b>\$1,297,589.00</b>	

#### Notes

Awarded projects not released to SLD for production within 180 days of the award date are subject to manufacturing cost escalation change orders.

Pricing is solely based upon the drawings, data sheets, and exceptions & clarifications provided with the estimate.

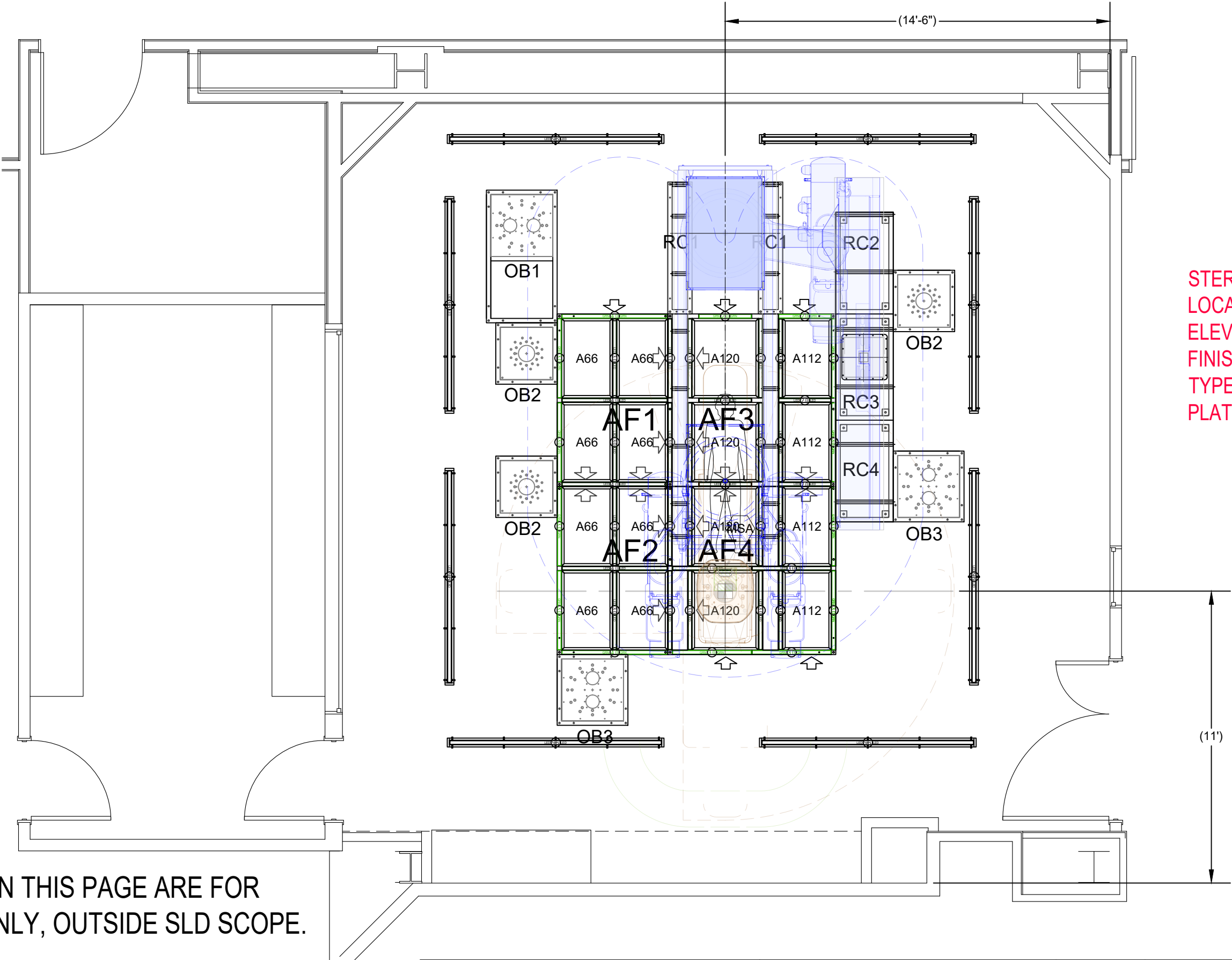
No Sales Tax or Freight Charges are included in pricing above.

Freight costs are estimates only and actual freight will be billed at time of shipment.

All pricing is in USD.



NOT FOR CONSTRUCTION. SUBMITTAL FOR COORDINATION ONLY.



STERIS TO CONFIRM BOOM  
LOCATIONS, PLATE MOUNTING  
ELEVATION RELATIVE TO THE  
FINISHED CEILING, PLATE  
TYPES PER LOCATION AND  
PLATE ORIENTATIONS.

DIMENSIONS ON THIS PAGE ARE FOR  
REFERENCE ONLY, OUTSIDE SLD SCOPE.

ISO CENTER DEFINED  
BY PHILIPS



IMPERIAL	OR 35
Airflow Math	
Room Size:	830 SQFT
Height:	9.5 FT
ACH:	22.83
CFM:	3000
SLD Area:	111.89 SQFT
Face Velocity:	26.81 FPM

METRIC	
Airflow Math	
Room Size:	77.11 M <sup>2</sup>
Height:	2.90 M
ACH:	22.83
LPS:	1415.84
SLD Area:	10.39 M <sup>2</sup>
Face Velocity:	0.14 MPS

	=	SUPPLY AIR
	=	ACCESS PANEL
	=	SHARED AIR LED FIXTURE
	=	ELECTRICAL BOX
	=	UNISTRUT

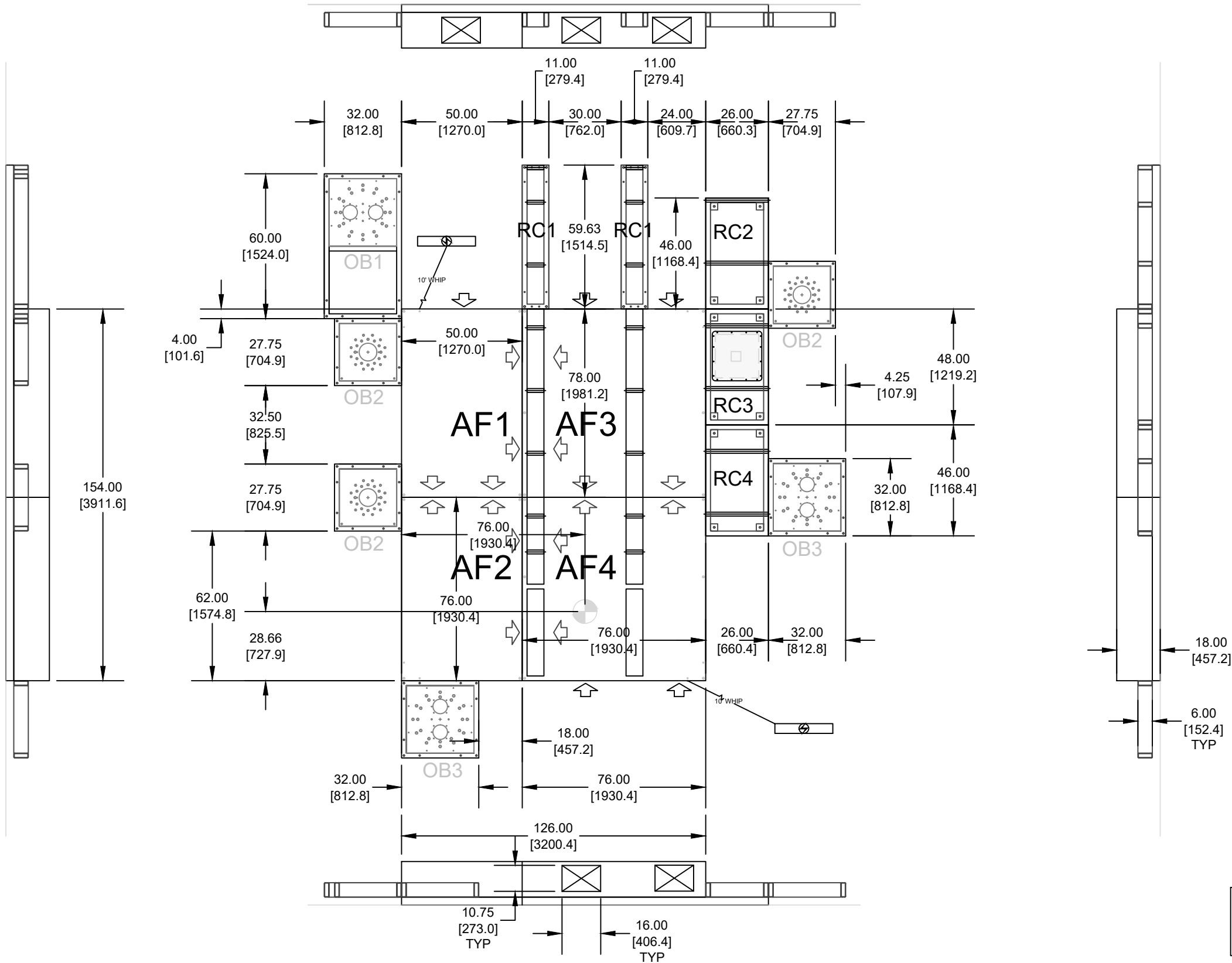
FILE NAME: 210613-1 UDCMC Hybrid 35_Submittal Layout_R0.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES UNLESS OTHERWISE SPECIFIED
FRACTIONS : ±1/32
0.0 : ±0.1
0.00 : ±0.03
0.000 : ±0.010
0.0000 : GIVEN
ANGLES : ±0.5°

DRAWN BY: ELS
ISSUED ON: Sep 25 2024
CHECKED BY: -
SCALE: 1/4" = 1'-0"

		4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
TITLE: UDCMC HYBRID AirFRAME SUBMITTAL LAYOUT BACKGROUND - HYBRID OR 35		SIZE: B DRAWING NO.: 210613-1 R0	
JOB #:		SLD210613	SHEET 1 OF 5

NOT FOR CONSTRUCTION. SUBMITTAL FOR COORDINATION ONLY.



ISO CENTER DEFINED  
BY PHILIPS

Module Specifications					
Tag	Length (in)	Width (in)	Height (in)	Area (sf)	Estimated Weight (lbs)
AF1	78.0	90.0	18.0	27.1	623
AF2	76.0	90.0	18.0	26.4	607
AF3	78.0	76.0	18.0	41.2	1153
AF4	76.0	76.0	18.0	40.1	1123
OB1	32.0	60.0	6.0	13.3	427
OB2	27.8	27.8	6.0	5.3	209
OB3	32.0	32.0	6.0	7.1	228
RC1	59.6	11.0	6.0	4.6	109
RC2	46.0	26.0	6.0	8.3	199
RC3	48.0	26.0	6.0	8.7	208
RC4	46.0	26.0	6.0	8.3	199

ESTIMATED TOTAL SYSTEM WEIGHT = 5,838 lbs.

	=	SUPPLY AIR
	=	ACCESS PANEL
	=	SHARED AIR LED FIXTURE
	=	ELECTRICAL BOX
	=	UNISTRUT

FILE NAME: 210613-1 UDCMC Hybrid 35_Submittal Layout_R0.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES UNLESS OTHERWISE SPECIFIED
FRACTIONS : ±1/32
0.0 : ±0.1
0.00 : ±0.03
0.000 : ±0.010
0.0000 : GIVEN
ANGLES : ±0.5°

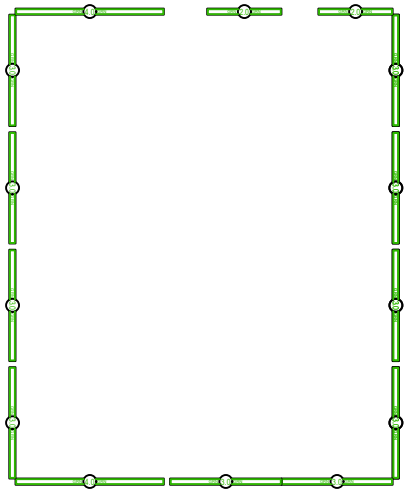
DRAWN BY: ELS
ISSUED ON: Sep 25 2024
CHECKED BY: -
SCALE: 1/4" = 1'-0"

		4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
TITLE: UDCMC HYBRID AirFRAME SUBMITTAL LAYOUT MODULES - HYBRID OR 35		SIZE: B DRAWING NO.: 210613-1 R0	
JOB #:	SLD210613	SHEET 2 OF 5	

NOT FOR CONSTRUCTION. SUBMITTAL FOR COORDINATION ONLY.

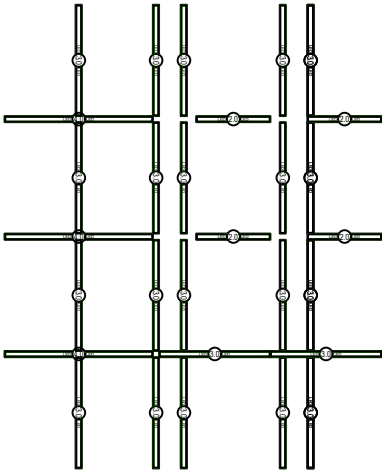
PERIMETER  
CIRCUIT

SCALE:  $\frac{3}{16}" = 1'-0"$



INTERIOR  
CIRCUIT

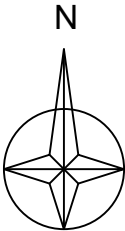
SCALE:  $\frac{3}{16}" = 1'-0"$



Enclosure #	Driver Type	(I) Drivers	(P) Drivers	(E) Drivers	Enclosure Watts*
1	Normal	4	2	0	450
2	Normal	4	2	0	450
3	N/A				
4	N/A				
5	N/A				
6	N/A				
7	N/A				
8	N/A				
9	N/A				
10	N/A				
Total System Watts:					900

NOTES:

- INTERIOR CIRCUIT DRIVERS/WIRES LABELED WITH "I"
- PERIMETER CIRCUIT DRIVERS/WIRES LABELED WITH "P"
- EMERGENCY LIGHTS CIRCUIT (WHEN REQ'D)  
DRIVERS/WIRES LABELED WITH "E"
- ALL WATTAGE LEVELS LISTED ARE BASED ON DRIVER  
MANUFACTURER PUBLISHED MAXIMUM RATINGS
- FINAL DRIVER COUNTS PER ENCLOSURE SUBJECT TO  
CHANGE DURING ELECTRICAL DESIGN PROCESS



DD Count					
Tag	Actual Length (in)	Actual Width (in)	Actual Length (mm)	Actual Width (mm)	Quantity
A66	36	23	914	584	8
A112	36	22	914	559	4
A120	36	30	914	762	4

=

SUPPLY AIR

=

ACCESS PANEL

=

SHARED AIR LED FIXTURE

=

ELECTRICAL BOX

=

UNISTRUT

FILE NAME: 210613-1 UDCMC Hybrid 35\_Submittal Layout\_R0.dwg

REV.	DATE	BY	DESCRIPTION

DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.

TOLERANCES UNLESS OTHERWISE SPECIFIED

FRACTIONS : ±1/32

0.0 : ±0.1

0.00 : ±0.03

0.000 : ±0.010

0.0000 : GIVEN

ANGLES : ±0.5°

DRAWN BY: ELS

ISSUED ON: Sep 25 2024

CHECKED BY: -

SCALE: 3/8" = 1'-0"

SLD TECHNOLOGY

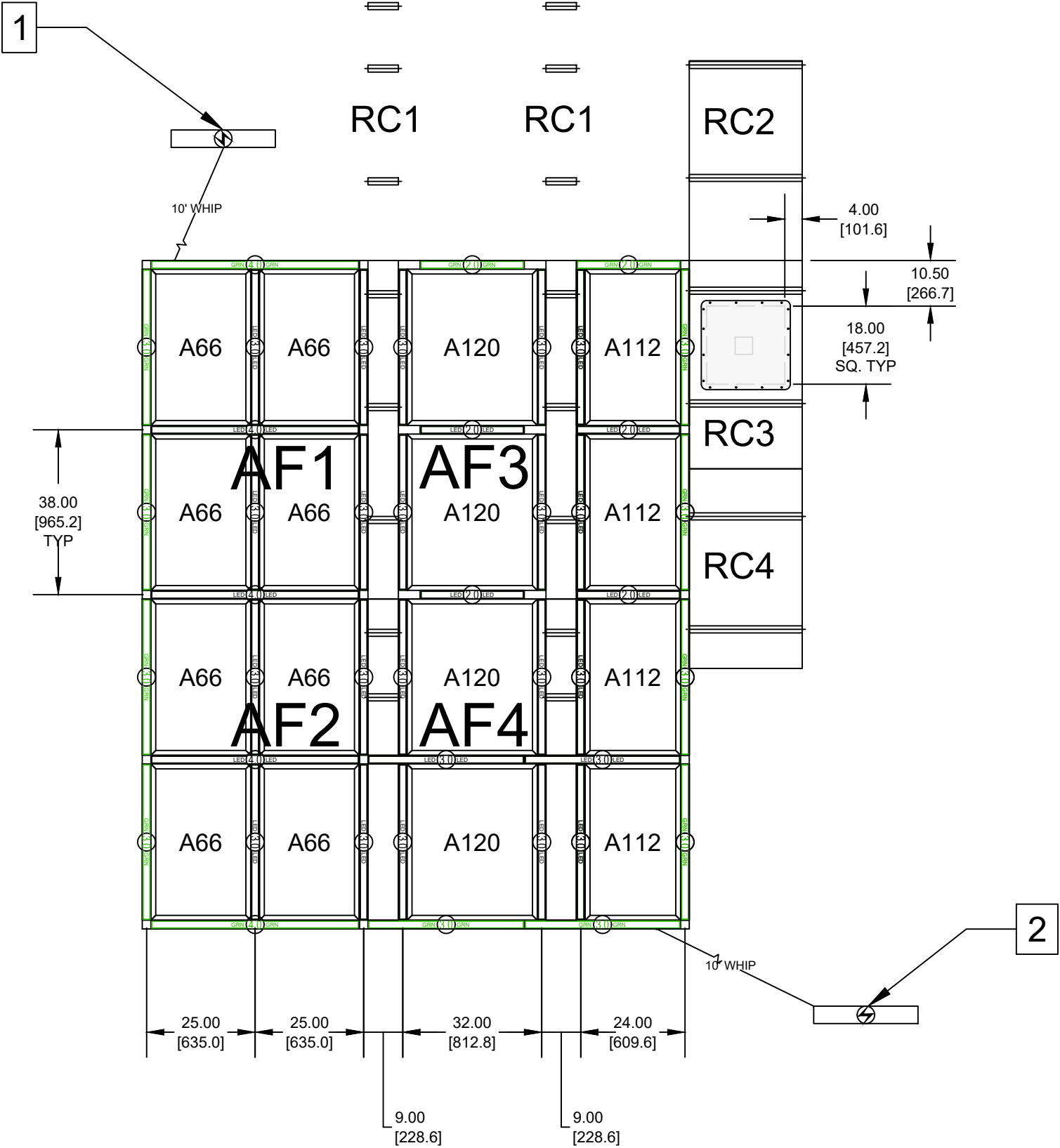
4243 SE INTERNATIONAL WAY, SUITE D  
PORTLAND, OR 97222  
Phone (503) 744-0002  
Email Sales@SLDtechnology.com

TITLE: UDCMC HYBRID  
AirFRAME SUBMITTAL LAYOUT  
GRID - HYBRID OR 35

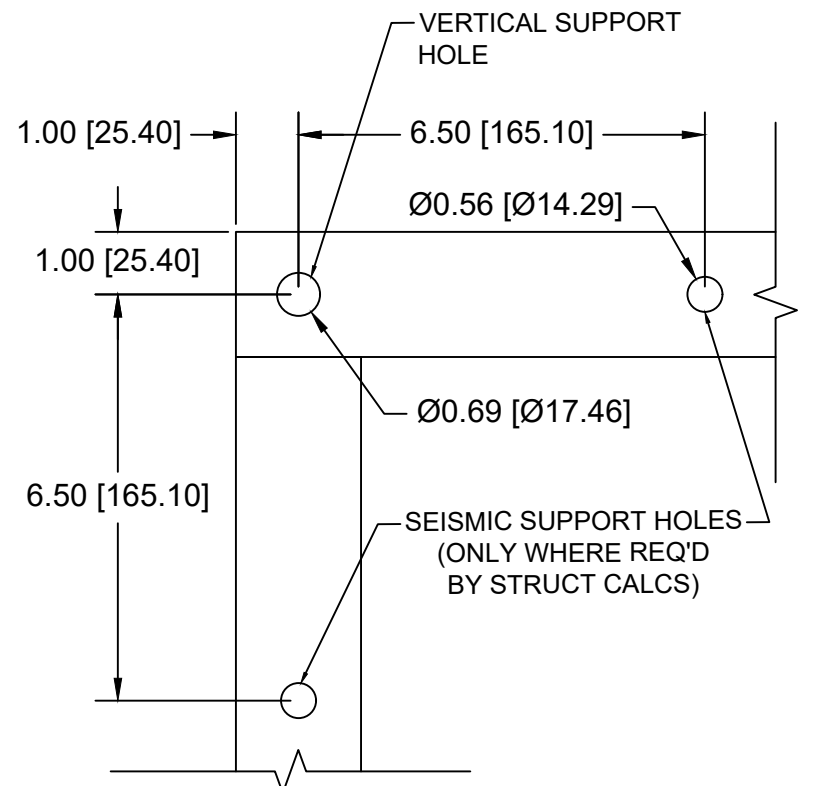
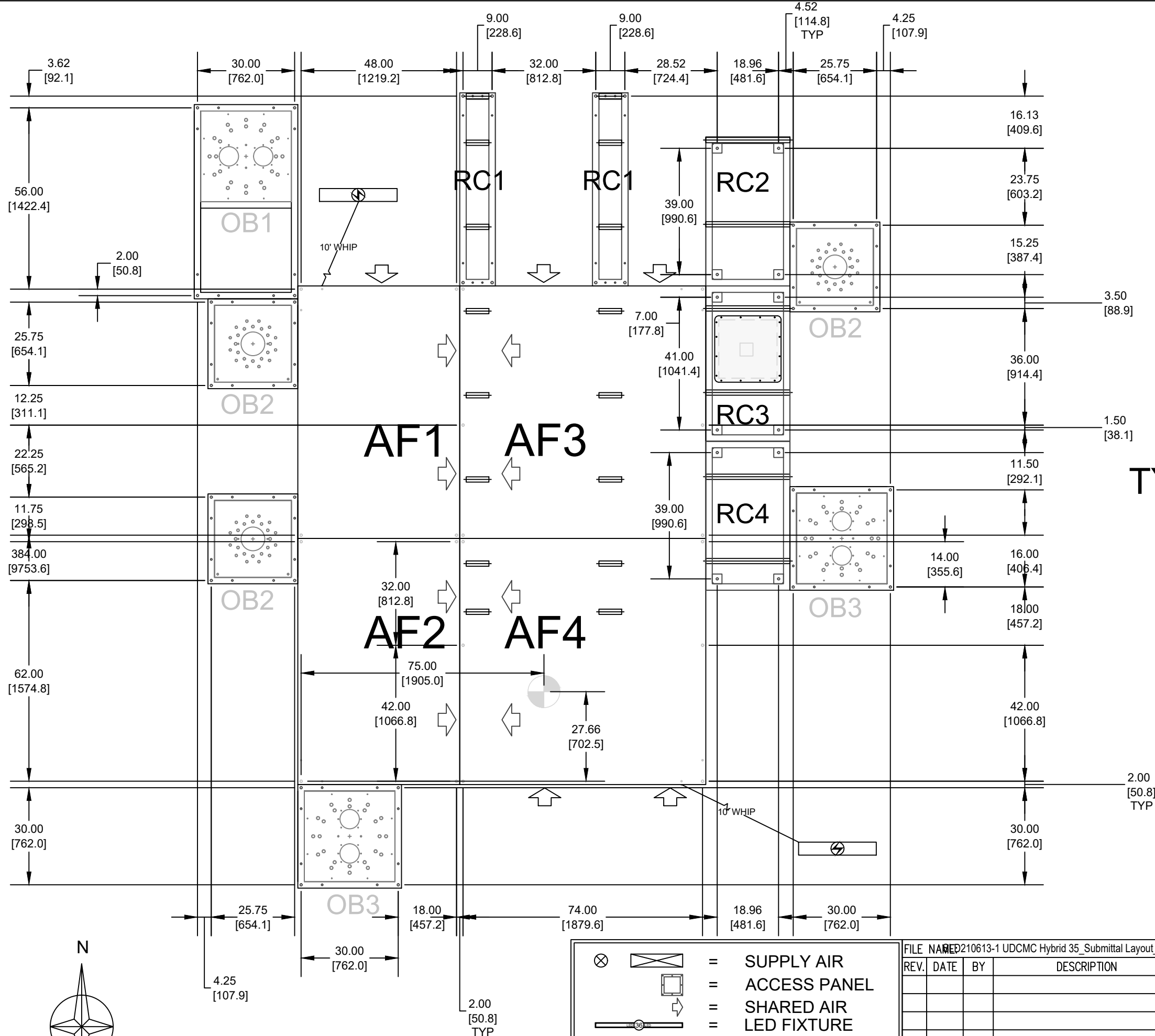
SIZE: B DRAWING NO.: 210613-1 R0

JOB #: SLD210613

SHEET 3 OF 5










NOT FOR CONSTRUCTION. SUBMITTAL FOR COORDINATION ONLY.



# TYP ANCHOR POINT DETAIL

ISO CENTER DEFINED  
BY PHILIPS




	=	SUPPLY AIR
	=	
	=	ACCESS PANEL
	=	SHARED AIR
	=	LED FIXTURE
	=	ELECTRICAL BOX
	=	UNISTRUT

FILE NAME: D210613-1 UDCMC Hybrid 35_Submittal Layout_R0.dwg			
REV.	DATE	BY	DESCRIPTION

DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY LLC

TOLERANCES UNLESS OTHERWISE SPECIFIED	
FRACTIONS : $\pm 1/32$	
0.0 :	$\pm 0.1$
0.00 :	$\pm 0.03$
0.000 :	$\pm 0.010$
0.0000 :	GIVEN
ANGLES :	$\pm 0.5^\circ$

DRAWN BY:	ELS
ISSUED ON:	Sep 25 2024
CHECKED BY:	-
SCALE:	3/8" = 1'-0"

		4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email <a href="mailto:Sales@SLDtechnology.com">Sales@SLDtechnology.com</a>	
TITLE: UDCMC HYBRID AirFRAME SUBMITTAL LAYOUT SUSPENSION - HYBRID OR 35			
SIZE: B		DRAWING NO.: 210613-1 R0	
JOB #: SLD210613		SHEET 4 OF 5	

NOT FOR CONSTRUCTION. SUBMITTAL FOR COORDINATION ONLY.

**STERIS SUPPLIED TANDEM MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(C1: Tandem HarmonyAIR Adj Arm Spring  
- A Series-Anesthesia, Accessory  
Arm(s))

**STERIS SUPPLIED EMS MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(B2: A Series-Surgical Light(s))

**STERIS SUPPLIED EMS MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(C4: HarmonyAIR Monitor  
Carrier-Monitor Carrier)

**STERIS SUPPLIED TANDEM MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(C3: Tandem HarmonyAIR Fixed - A  
Series-Equipment, Accessory Arm(s))

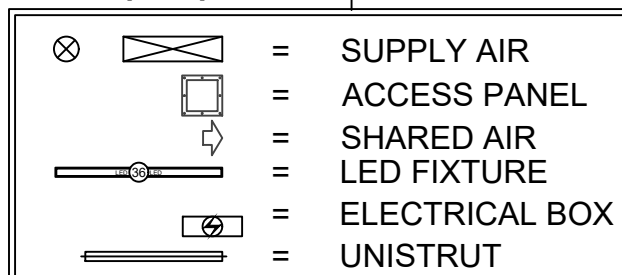
**STERIS SUPPLIED EMS MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(B1: A Series-Surgical Light(s),  
Accessory Arm(s))

STERIS TO CONFIRM BOOM  
LOCATIONS, PLATE MOUNTING  
ELEVATION RELATIVE TO THE  
FINISHED CEILING, PLATE  
TYPES PER LOCATION AND  
PLATE ORIENTATIONS.

**STERIS SUPPLIED TANDEM MOUNTING PLATE**  
BOTTOM OF PLATE TO BE MOUNTED ?" FROM  
BOTTOM OF FINISHED CEILING  
(C2: Tandem HarmonyAIR Adj Arm  
Monitor Carrier - HarmonyAIR Adj Arm  
Spring-Perfusionist, Monitor Carrier)

ISO CENTER DEFINED  
BY PHILIPS

**NOTE:**  
SLD UNISTRUT IN AF AND RC  
MODULES MOUNTED  $\frac{3}{8}$ " BELOW  
FINISHED CEILING, MEASURED  
FROM BOTTOM OF UNISTRUT TO  
BOTTOM OF FINISHED CEILING  
UNLESS OTHERWISE NOTED.



FILE NAME: 210613-1 UDCMC Hybrid 35_Submittal Layout_R0.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES  
UNLESS OTHERWISE  
SPECIFIED  
FRACTIONS :  $\pm 1/32$   
0.0 :  $\pm 0.1$   
0.00 :  $\pm 0.03$   
0.000 :  $\pm 0.010$   
0.0000 : GIVEN  
ANGLES :  $\pm 0.5^\circ$

DRAWN BY:  
ELS  
ISSUED ON:  
Sep 25 2024  
CHECKED BY:  
-  
SCALE:  
3/8" = 1'-0"

4243 SE INTERNATIONAL WAY, SUITE D  
PORTLAND, OR 97222  
Phone (503) 744-0002  
Email Sales@SLDtechnology.com

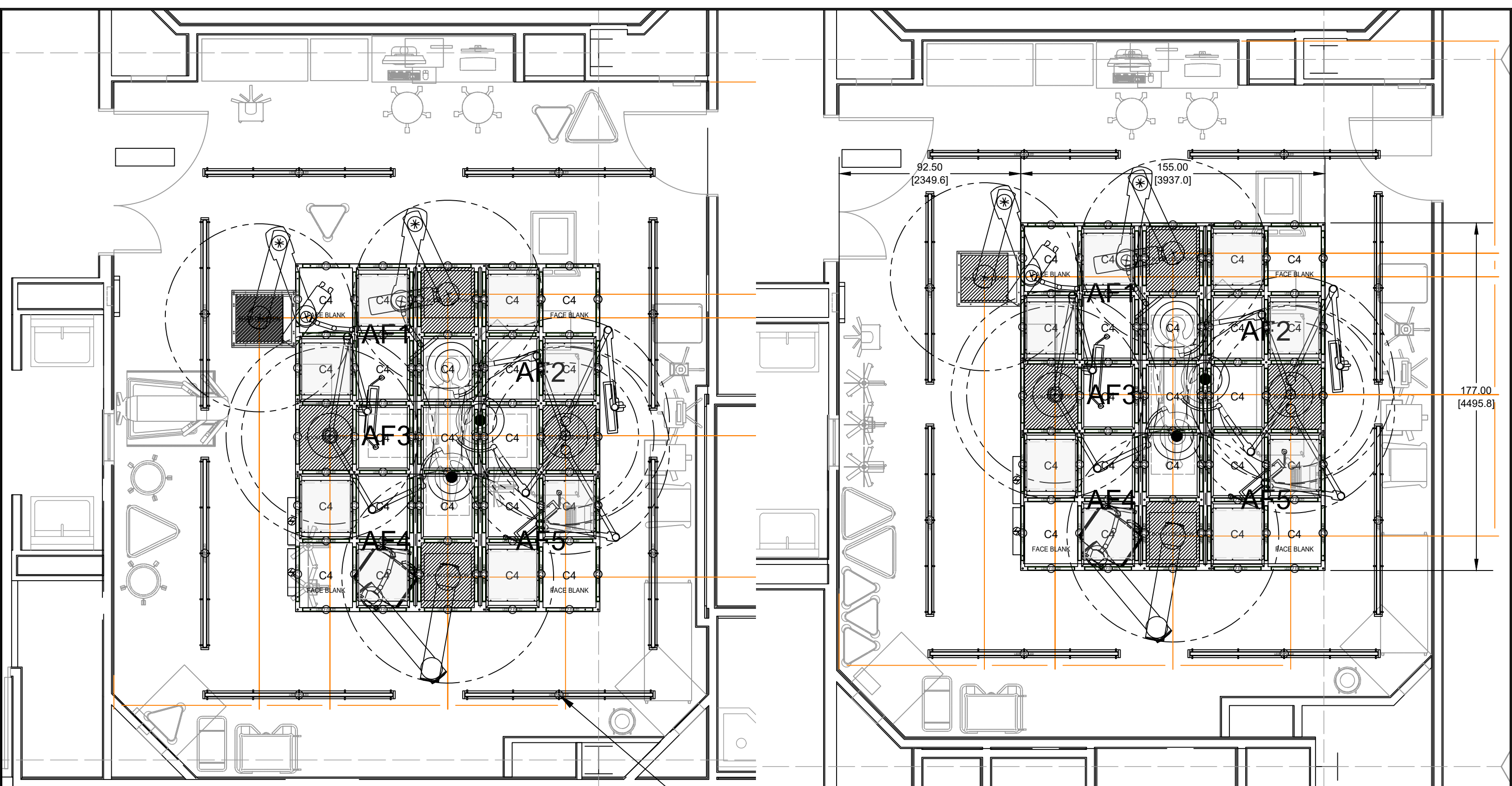
TITLE:  
UDCMC HYBRID  
AirFRAME SUBMITTAL LAYOUT  
EQUIPMENT - HYBRID OR 35

SIZE: B DRAWING NO.: 210613-1 R0

JOB #: SLD210613 SHEET 5 OF 5







OPTIONAL ADD: 8' uLED PERIMETER FIXTURES (GREEN AVAILABLE)



IMPERIAL OR 41 & 43

Airflow Math		
Room Size:	750	SQFT
Height:	10	FT
ACH:	24.00	
CFM:	3000	
SLD Area:	119.83	SQFT
Face Velocity:	25.04	FPM

METRIC

Airflow Math		
Room Size:	69.68	M <sup>2</sup>
Height:	3.05	M
ACH:	24.00	
LPS:	1415.84	
SLD Area:	11.13	M <sup>2</sup>
Face Velocity:	0.13	MPS

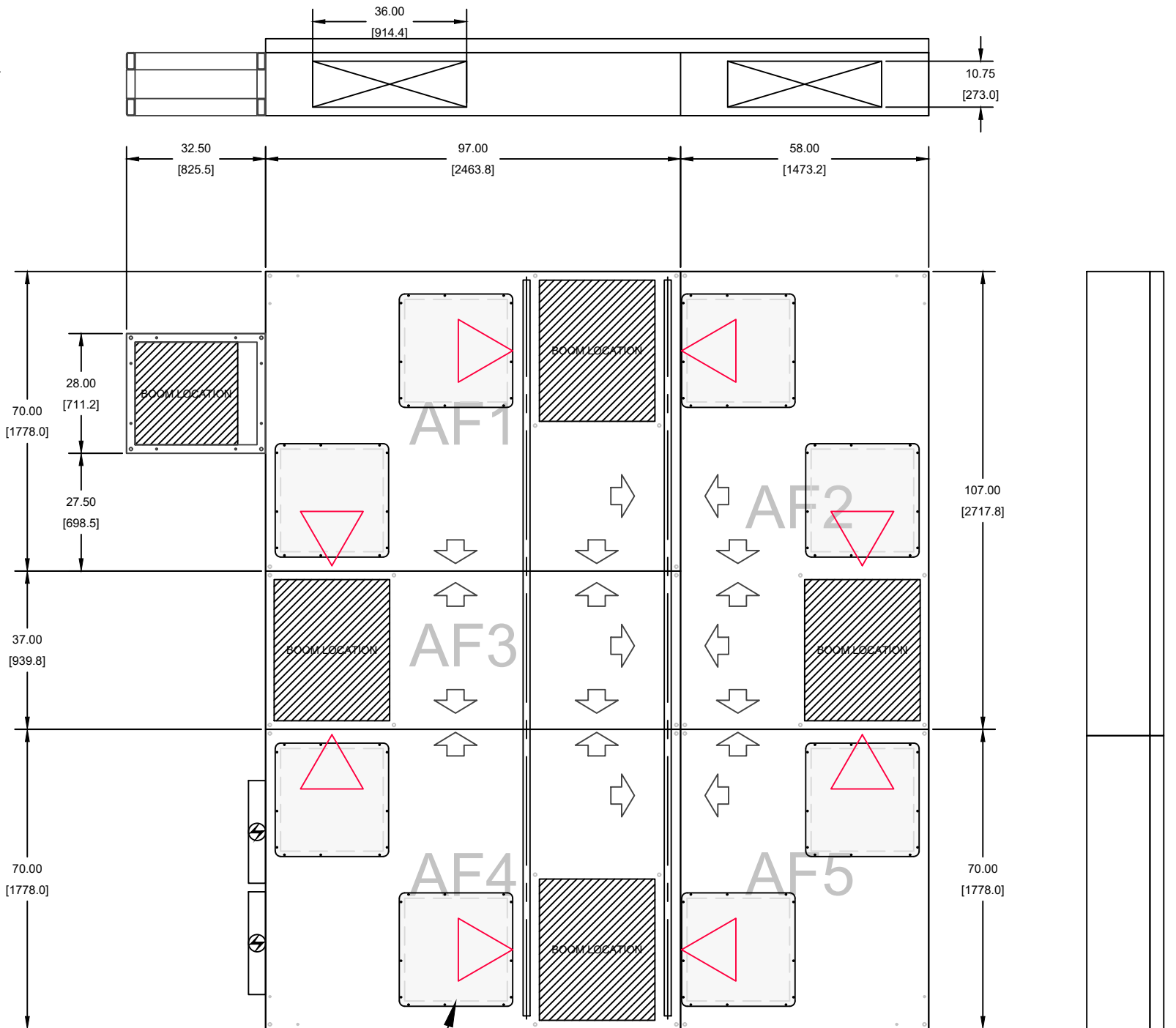
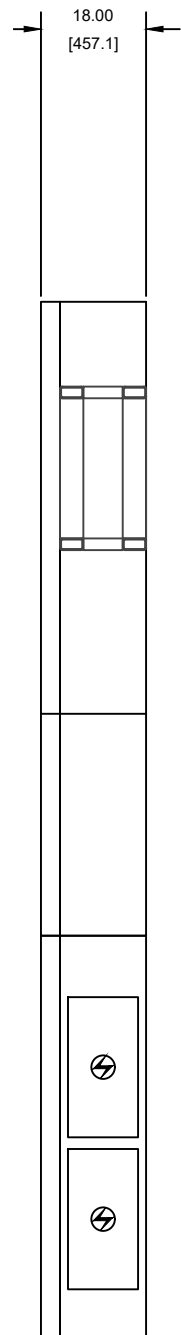
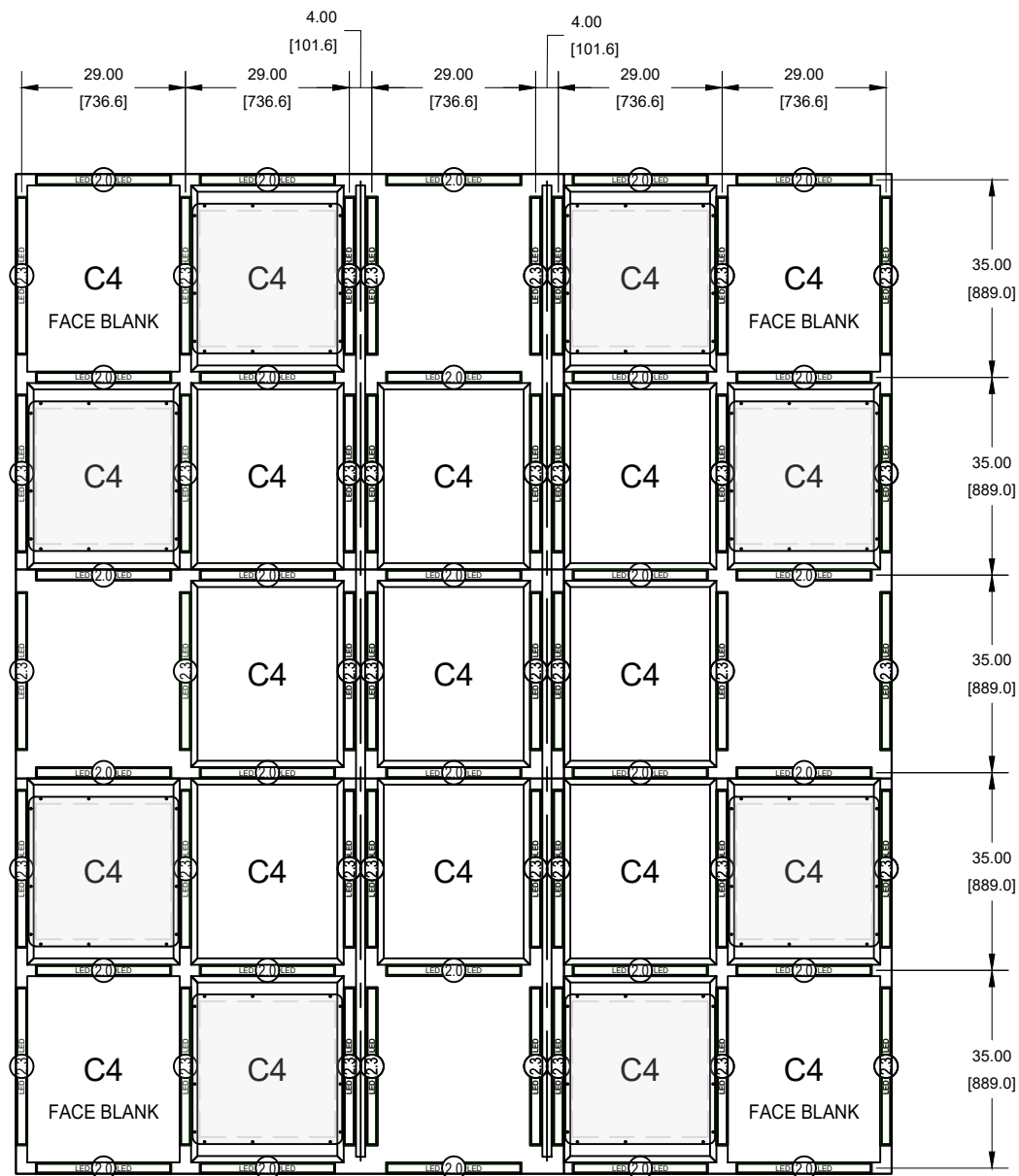
		=	SUPPLY AIR
		=	ACCESS PANEL
		=	SHARED AIR LED FIXTURE
		=	ELECTRICAL BOX
		=	UNISTRUT

FILE NAME: 210613-2 UDCMC Flexible OR 41, 43_Layout_Rev3.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES UNLESS OTHERWISE SPECIFIED
FRACTIONS : ±1/32
0.0 : ±0.1
0.00 : ±0.03
0.000 : ±0.010
0.0000 : GIVEN
ANGLES : ±0.5°

DRAWN BY:	ELS
ISSUED ON:	Sep 25 2024
CHECKED BY:	-
SCALE:	NONE

	4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com
TITLE:	UDCMC HYBRID AirFRAME BUDGET LAYOUT BACKGROUND - FLEXIBLE OR 41 & 43
SIZE: B	DRAWING NO.: 210613-2 Rev3
JOB #:	SLD210613
SHEET	1 OF 2



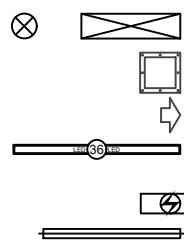
SIDE ACCESS TO BOOM MOUNT

- \* ALL BOOM MOUNTS HAVE TOP ACCESS
- \* FINAL ACCESS LOCATIONS DETERMINED BY SLD DETAIL DESIGN

SYSTEM TOP ACCESS PANELS, QTY. 8

TRADE COORDINATION NOTES:

- SUPPLY AIR INLET DIMENSIONS AND LOCATION SHOWN ARE BASED ON SUPPLY CFM AND IDEAL FIELD CONDITIONS. FINAL QUANTITY AND LOCATIONS SHALL BE DETERMINED DURING THE SUBMITTAL COORDINATION PHASE. VERIFY ON APPROVED SUBMITTALS BEFORE RELEASE TO FABRICATION.
- ELECTRICAL ENCLOSURE (EE) QUANTITIES AND LOCATIONS SHOWN ARE BASED ON STANDARD OUTPUT WHITE LIGHT LED FIXTURES. HIGH OUTPUT AND INDIGO-CLEAN OPTIONS MAY REQUIRE ADDITIONAL EE's. FINAL QUANTITY AND LOCATION OF EE's SHALL BE DETERMINED, (BASED ON LIGHTING OPTION SELECTED,) DURING THE SUBMITTAL COORDINATION PHASE. VERIFY ON APPROVED SUBMITTALS BEFORE RELEASE TO FABRICATION.
- SUSPENSION POINT COUNT AND LOCATION SUBJECT TO STRUCTURAL ENGINEERING REQUIREMENTS.



SUPPLY AIR  
ACCESS PANEL  
SHARED AIR  
LED FIXTURE  
ELECTRICAL BOX  
UNISTRUT

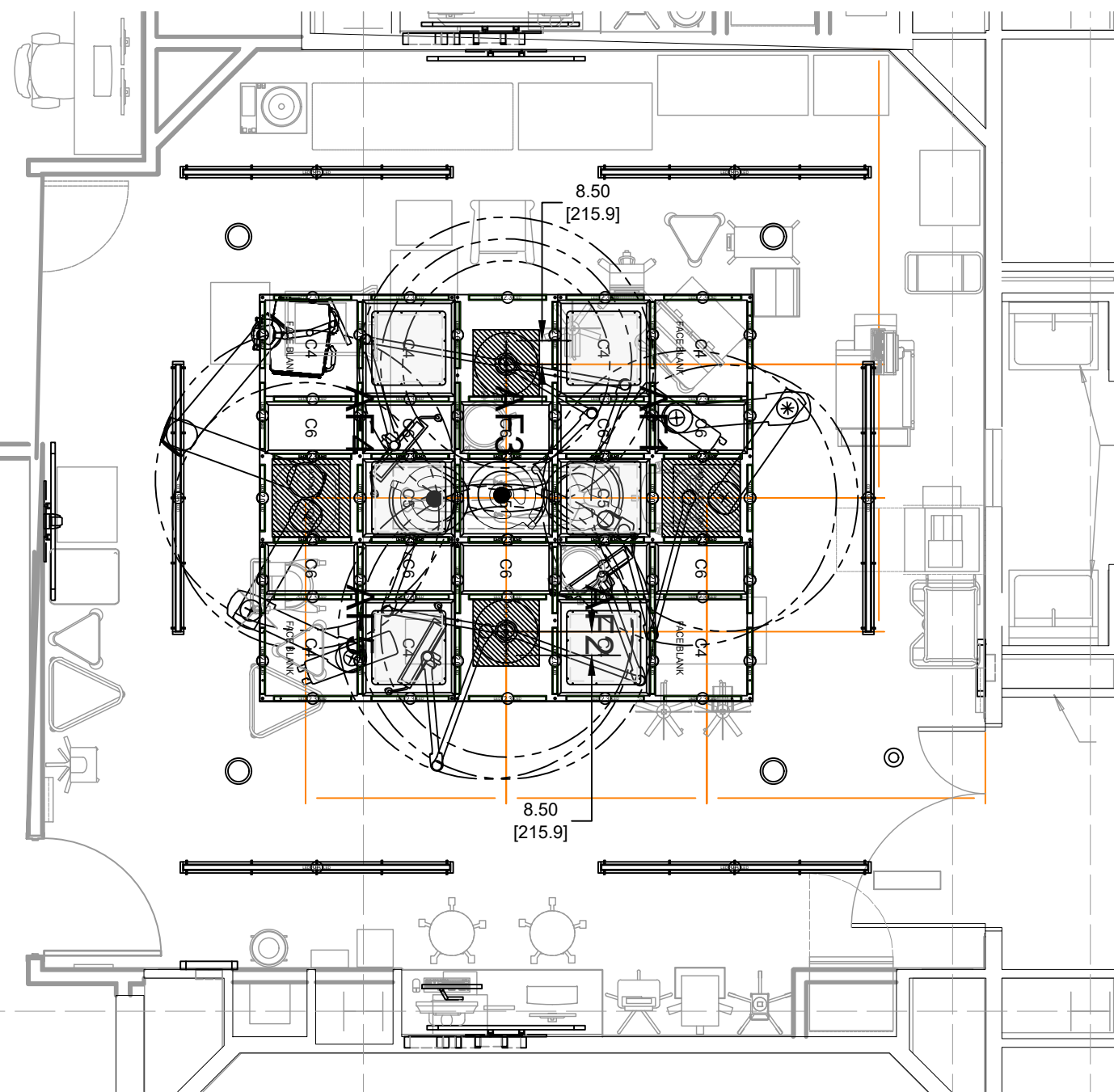
FILE NAME: SLD210613-2 UDCMC Flexible OR 41, 43_Layout_Rev3.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES UNLESS OTHERWISE SPECIFIED	
FRACTIONS	: ±1/32
0.0 :	±0.1
0.00 :	±0.03
0.000 :	±0.010
0.0000 :	GIVEN
ANGLES :	±0.5°







DRAWN BY:	ELS
ISSUED ON:	Sep 25 2024
CHECKED BY:	-
SCALE:	NONE

SLD TECHNOLOGY	
TITLE: UDCMC HYBRID AirFRAME BUDGET LAYOUT LAYOUT - FLEXIBLE OR 41 & 43	
SIZE: B	DRAWING NO.: 210613-2 Rev3
JOB #:	SLD210613

4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
SHEET 2 OF 2	




IMPERIAL CVOR 45			IMPERIAL CVOR 46		
<u>Airflow Math</u>			<u>Airflow Math</u>		
Room Size:	865	SQFT	Room Size:	785	SQFT
Height:	10	FT	Height:	10	FT
ACH:	20.81		ACH:	22.93	
CFM:	3000		CFM:	3000	
SLD Area:	108.16	SQFT	SLD Area:	108.16	SQFT
Face Velocity:	27.74	FPM	Face Velocity:	27.74	FPM

	=	SUPPLY AIR
	=	ACCESS PANEL
	=	SHARED AIR
	=	LED FIXTURE
	=	ELECTRICAL BOX
	=	UNISTRUT

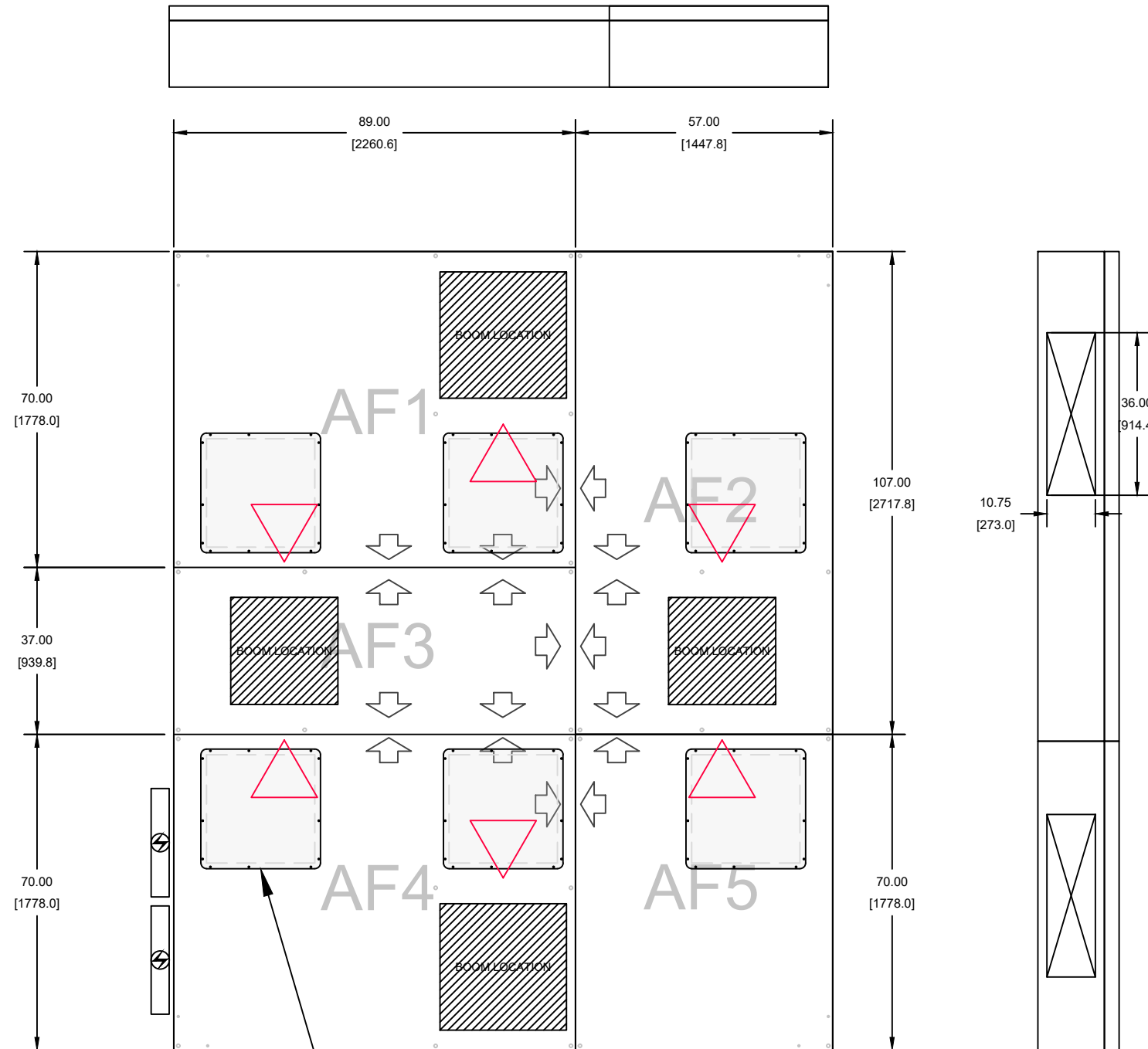
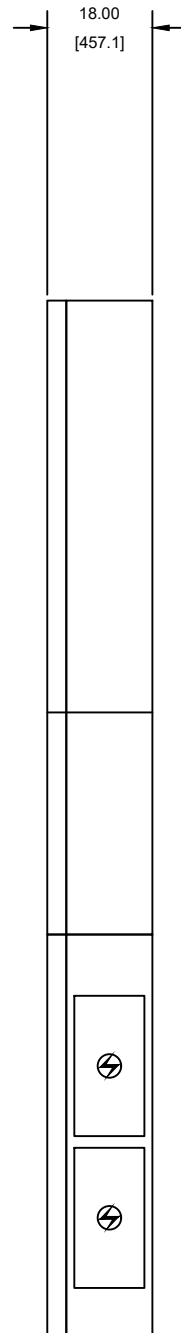
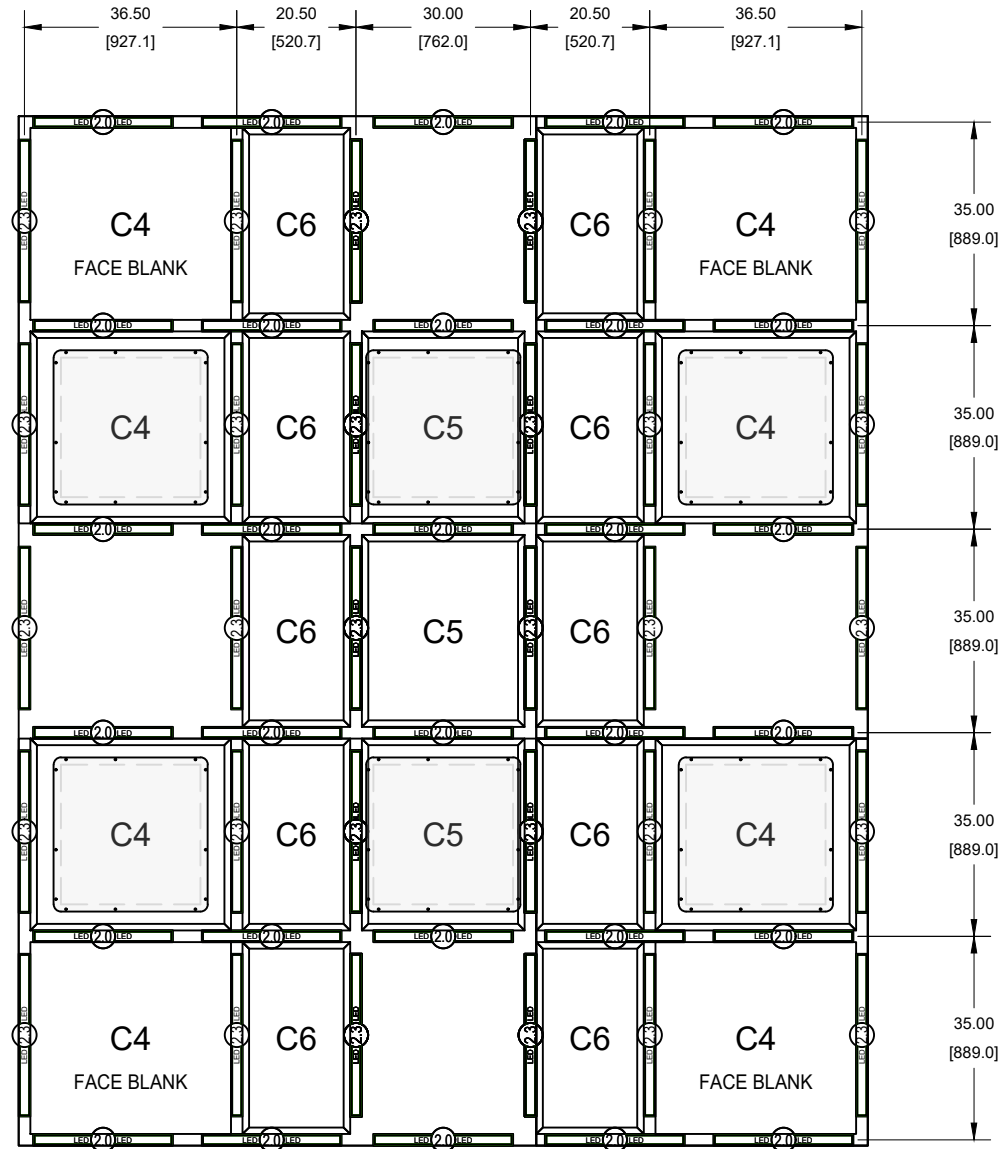
FILE NAME: D210613-3 UDCMC Flexible CVOR_Layout_Rev3.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY.			

TOLERANCES	
UNLESS OTHERWISE SPECIFIED	
FRACTIONS : $\pm 1/32$	
0.0 :	$\pm 0.1$
0.00 :	$\pm 0.03$
0.000 :	$\pm 0.010$
0.0000 :	GIVEN
ANGLES :	$\pm 0.5^\circ$

DRAWN BY:	ELS
ISSUED ON:	Sep 25 2024
CHECKED BY:	-
SCALE:	NONE

	4243 SE INTERNATIONAL WAY, SUITE PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
	TITLE: UDCMC HYBRID AirFRAME BUDGET LAYOUT BACKGROUND - CVOR 45 & 46	
	SIZE: B	DRAWING NO.: 210613-3 Rev3
JOB #: SLD210613	SHEET 1 OF	





△ SIDE ACCESS TO BOOM MOUNT

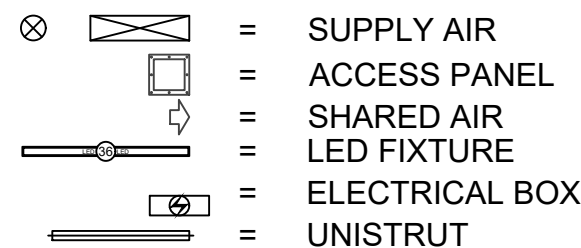
\* ALL BOOM MOUNTS HAVE TOP ACCESS

\* FINAL ACCESS LOCATIONS DETERMINED BY SLD DETAIL DESIGN

SYSTEM TOP ACCESS PANELS, QTY. 6

TRADE COORDINATION NOTES:

- SUPPLY AIR INLET DIMENSIONS AND LOCATION SHOWN ARE BASED ON SUPPLY CFM AND IDEAL FIELD CONDITIONS. FINAL QUANTITY AND LOCATIONS SHALL BE DETERMINED DURING THE SUBMITTAL COORDINATION PHASE. VERIFY ON APPROVED SUBMITTALS BEFORE RELEASE TO FABRICATION.
- ELECTRICAL ENCLOSURE (EE) QUANTITIES AND LOCATIONS SHOWN ARE BASED ON STANDARD OUTPUT WHITE LIGHT LED FIXTURES. HIGH OUTPUT AND INDIGO-CLEAN OPTIONS MAY REQUIRE ADDITIONAL EE's. FINAL QUANTITY AND LOCATION OF EE's SHALL BE DETERMINED, (BASED ON LIGHTING OPTION SELECTED,) DURING THE SUBMITTAL COORDINATION PHASE. VERIFY ON APPROVED SUBMITTALS BEFORE RELEASE TO FABRICATION.
- SUSPENSION POINT COUNT AND LOCATION SUBJECT TO STRUCTURAL ENGINEERING REQUIREMENTS.

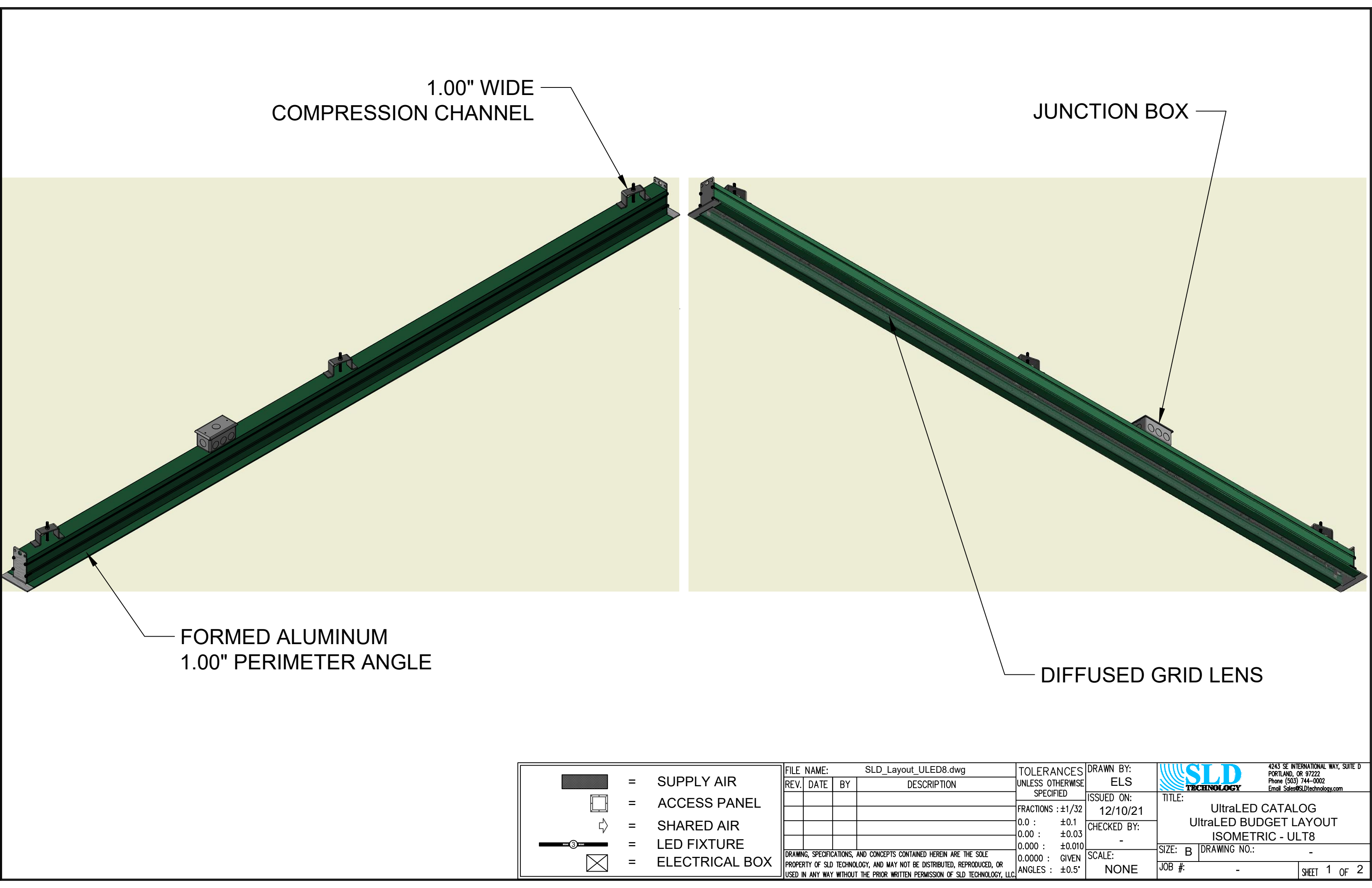







FILE NAME: D210613-3 UDCMC Flexible CVOR_Layout_Rev3.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			

TOLERANCES UNLESS OTHERWISE SPECIFIED	
FRACTIONS	: ±1/32
0.0 :	±0.1
0.00 :	±0.03
0.000 :	±0.010
0.0000 :	GIVEN
ANGLES :	±0.5°

DRAWN BY:	ELS
ISSUED ON:	Sep 25 2024
CHECKED BY:	-
SCALE:	NONE

SLD TECHNOLOGY		4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
TITLE:		UDCMC HYBRID AirFRAME BUDGET LAYOUT LAYOUT - CVOR 45 & 46	
SIZE: B	DRAWING NO.:	210613-3 Rev3	
JOB #:	SLD210613	SHEET 2 OF 2	




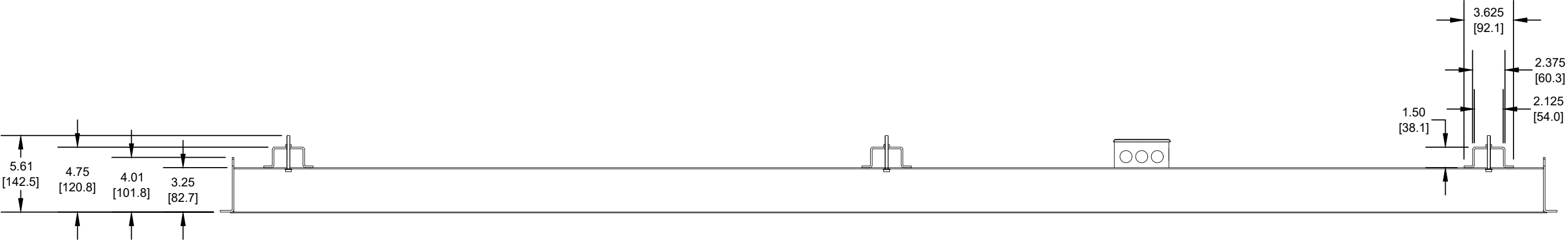
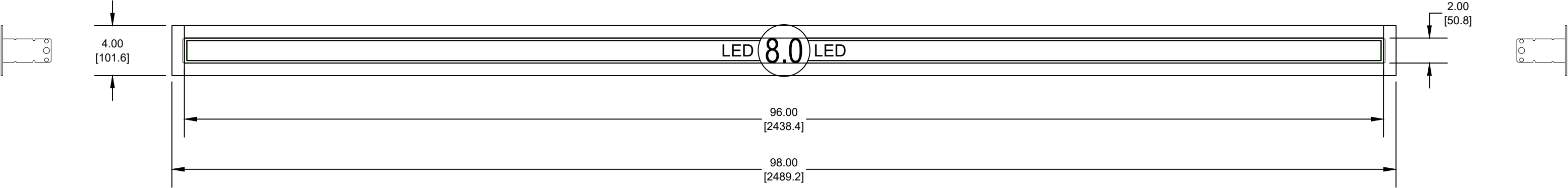
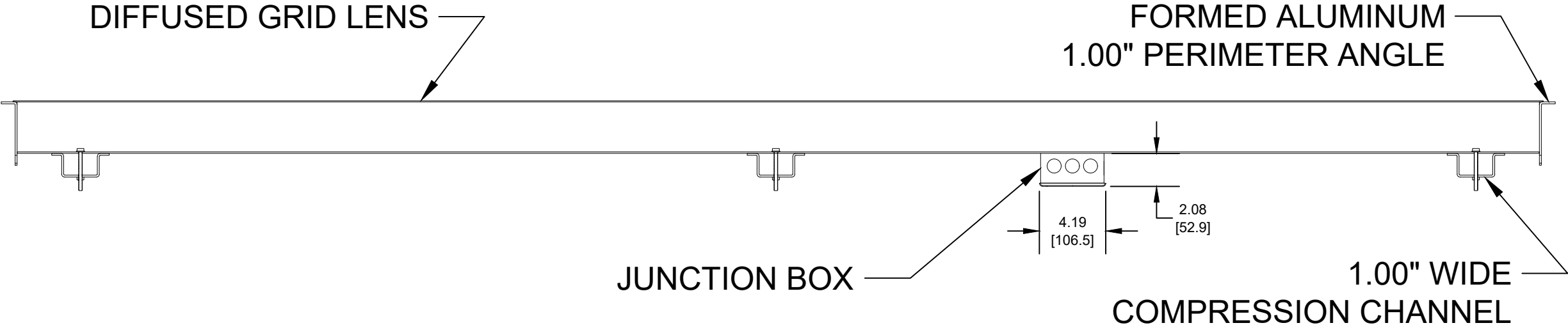
	=	SUPPLY AIR
	=	ACCESS PANEL
	=	SHARED AIR
	=	LED FIXTURE
	=	ELECTRICAL BOX


FILE NAME: SLD_Layout_ULED8.dwg			
REV.	DATE	BY	DESCRIPTION
DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.			


TOLERANCES UNLESS OTHERWISE SPECIFIED
FRACTIONS : ±1/32
0.0 : ±0.1
0.00 : ±0.03
0.000 : ±0.010
0.0000 : GIVEN
ANGLES : ±0.5°


DRAWN BY: ELS
ISSUED ON: 12/10/21
CHECKED BY: -
SCALE: NONE


		4243 SE INTERNATIONAL WAY, SUITE D PORTLAND, OR 97222 Phone (503) 744-0002 Email Sales@SLDtechnology.com	
TITLE: UltraLED CATALOG UltraLED BUDGET LAYOUT ISOMETRIC - ULT8			
SIZE: B	DRAWING NO.: -		
JOB #:	-	SHEET 1 OF 2	




 = SUPPLY AIR

 = ACCESS PANEL

 = SHARED AIR

 = LED FIXTURE

 = ELECTRICAL BOX

FILE NAME: SLD\_Layout\_ULED8.dwg

REV.	DATE	BY	DESCRIPTION

DRAWING, SPECIFICATIONS, AND CONCEPTS CONTAINED HEREIN ARE THE SOLE PROPERTY OF SLD TECHNOLOGY, AND MAY NOT BE DISTRIBUTED, REPRODUCED, OR USED IN ANY WAY WITHOUT THE PRIOR WRITTEN PERMISSION OF SLD TECHNOLOGY, LLC.

TOLERANCES  
UNLESS OTHERWISE SPECIFIED

FRACTIONS : ±1/32

0.0 : ±0.1

0.00 : ±0.03

0.000 : ±0.010

0.0000 : GIVEN


ANGLES : ±0.5°

DRAWN BY: ELS

ISSUED ON: 12/10/21

CHECKED BY: -

SCALE: NONE



4243 SE INTERNATIONAL WAY, SUITE D  
PORTLAND, OR 97222  
Phone (503) 744-0002  
Email Sales@SLDtechnology.com

TITLE:  
UltraLED CATALOG  
UltraLED BUDGET LAYOUT  
LAYOUT - ULT8

SIZE: B	DRAWING NO.: -
JOB #:	-

SHEET 2 OF 2

**General Exceptions & Clarifications:**

1. Light levels from SLD Technology ceiling system lights are on the order of 150-200 fc over the bed. This does not include the peripheral operating room lights.
2. EMI filtering is not included.
3. Med gas outlets, piping, and certification are excluded from scope.
4. All piping except that specifically mentioned above is supplied and installed by others.
5. All offloading, rigging, installation, and field labor except for the options mentioned above are completed by others.
6. Attachments to existing building structure is by others.
7. A seismic package is included with each AirFRAME® ceiling system.
8. All structural engineering required to attach to building structure is by others, unless an anchorage design package is purchased.
9. All controls and control wiring are not included unless specifically mentioned as being provided or installed by SLD above.
10. Each AirFRAME® system is made up of multiple modules of various sizes. Move in path considerations should be made to allow for the size of this equipment.
11. The AirFRAME® system can be split into smaller sections but may incur additional costs if required.
12. The quoted price is valid until the date stated in this quotation; pricing is subject to change thereafter. Availability of the components and materials at the time of release to production could affect the estimated lead times given in this quotation. The agreed upon unit pricing, following receipt by SLD of the written and approved PO, and all equipment pricing are subject to change.
13. Freight is not included.
14. Quoted pricing is based on our standard warranty, which is 18 months from shipment or one year from start up, whichever occurs first. Warranty labor costs are not included unless specifically enumerated in the unit description above. Extended warranty and service contract pricing are available on request.
15. SLD Technology will not accept back-charges without prior, written authorization.
16. Insulation of modules (if required) is the responsibility of others.
17. All lateral bracing of any OB mount not directly bolted to an AF module is by others.
18. SLD Technology recommends utilizing room-side replaceable HEPA filters in the Airframe system for proper balancing and airflow performance.

**Additional Exceptions & Clarifications:**

## SLD AirFRAME® Scope & Process Flow Estimate

Step	Action	Responsibility	Timeline (wks)
1	Supply building architectural drawings in CAD	Customer	Prior to approval
2	Supply preliminary SLD layout drawings	SLD	Prior to approval
3	Supply final approved equipment layouts and data	Customer	Prior to approval
4	PO	Customer	Prior to approval
5	40% process payment (required to begin mfg.)	Customer	Prior to approval
6	Supply of SLD submittal	SLD	Prior to approval
7	Approved, Stamped SLD Submittal and Third-Party ceiling equipment drawings (required to begin mfg.)	Customer	0
<b>SLD-controlled Engineering Detail and Manufacturing schedule:</b>			
8	Supply of structural calculations package	SLD	2
9	Supply of anchorage design engineering (optional)	SLD	0
10	SLD release to production	SLD	1
11	Detail design & shop prints	SLD	3
12	Arrival of customer-supplied components at factory	Customer	0
13	Fabrication & assembly	SLD	8
14	F.A.T. (Factory Acceptance Test)	SLD	1
15	Preparation for shipment	SLD	1
<b>Post shipment:</b>			
16	40% process payment	Customer	After shipment
17	Receive & inspect	Customer	After shipment
18	Installation of product	Customer	After shipment
19	20% process payment	Customer	After shipment
20	Commissioning of product	Customer	After shipment
Total			16

- Times listed in the process flow above are approximate for the first shipment and subject to change at the time of production release due to:
  - Changes in scope or design from the quote
  - Factory loading at the time of release
  - Other factors beyond SLD's control
- **An updated schedule will be provided upon receipt of an Approved, Stamped SLD Submittal and final Approved, Stamped Third-Party ceiling equipment drawings providing weights and reactions. These Customer-supplied deliverables correspond to Steps 3 and 7 in the above Process Flow.**

**Payment Terms**

40% due on order. 40% due on shipment. 20% due no later than 30 days after installation or 60 days after delivery, whichever comes first.

Please don't hesitate to call with questions.

Regards,  
Andrew Hall  
(203) 274-2949

## SLD TECHNOLOGY, INC. TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale and the non-conflicting provisions in Seller's quotation, acknowledgement or invoice from Seller form the parties' agreement (the "**Agreement**") which governs all sales of any products ("**Products**") and services ("**Services**") from the SLD TECHNOLOGY, INC. or its North American affiliates or business units selling Products and Services ("**Seller**") to purchaser ("**Buyer**"). Seller disclaims any Buyer terms that are different or conflicting. Any agreed exceptions to these terms and conditions shall be made in writing and attached to this Agreement.

1. **Prices and Taxes.** Prices are those in effect when Seller accepts a purchase order. Seller may accept or reject purchase orders in its sole discretion. Buyer must pay or promptly reimburse Seller for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Products and Services or provide an exemption certificate.
2. **Payment. Unless otherwise agreed in writing,** Buyer shall pay invoices, without setoff, according to the terms as set forth in the SLD Technology, INC. proposal documents, in the currency specified. If Buyer fails to make payment (a) Buyer shall pay all of Seller's costs arising from Buyer's failure to pay according to terms including attorneys' fees, commissions, and product cancellation costs, and (b) Seller may terminate or suspend further performance under the Agreement and any other agreements with Buyer. Past due amounts are subject to service charges of 1½% per month (or the maximum amount permitted by law) and, if credit terms have been agreed to in writing, Seller reserves the right to charge lawful rates of interest upon any outstanding balance, whether past due or not. If in Seller's judgment, reasonable grounds for insecurity arise concerning Buyer's ability to make payment when due, Seller may demand additional satisfactory security or adequate assurance of due performance, may refuse delivery except for cash, including payment for all goods previously delivered under the contract, or may stop delivery or reclaim the Products, in addition to all other remedies provided for by law. Buyer's purchase order, and any shipping or delivery instructions, shall each constitute the Buyer's separate written representation that it is solvent.
3. **Changes.** Seller may revise prices, dates of delivery, and warranties upon acceptance of requests by Buyer for modifications to Products or Services. If Buyer rejects proposed changes to made-to-order Products deemed necessary by Seller to conform to the applicable specification, Seller is relieved of its obligation to conform to such specification.
4. **Shipment and Delivery.** Deliveries of Products, risk of loss and title (subject to reservation of Seller's security interest) pass to Buyer FCA Seller's facility (Incoterms 2010) for domestic shipments or EXW Seller's Facility (Incoterms 2010) for international shipments. Buyer is responsible for all demurrage or detention charges. Title to any software provided with Products remains with Seller or its supplier. Any claims for shortages or transit damages must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller is not bound to tender delivery of any Products for which Buyer has not provided shipping instructions. If shipment of Products is postponed or delayed by Buyer for any reason, including a Force Majeure Event (see Section 9), Seller may move Products to storage at Buyer's cost and risk of loss, the Products then deemed delivered. Products may not be returned except with the prior written consent of Seller, which may include additional terms.
5. **Inspection and Acceptance.** Unless otherwise agreed in writing signed by Seller, Buyer shall inspect Products upon receipt at the first delivery destination. Buyer's failure to inspect Products and give written notice to Seller of rejection within ten (10) days after receipt at first delivery destination shall constitute Buyer's irrevocable acceptance of Products delivered. Notice of any latent defect must be delivered to Seller in writing within ten (10) days of start-up.
6. **Limited Warranty.** Unless otherwise agreed in writing signed by Seller:
  - a. Seller warrants: (i) All Products (excluding software and spare parts) manufactured by Seller will conform to the specifications and submittals provided by Seller and will be free of defects in material and workmanship ("**Defects**") for 12 months following start-up or 18 months following ship date, whichever occurs first, under normal use and regular service and maintenance, if installed and maintained pursuant to Seller's instructions. Extended warranties, if offered, may be purchased for an additional fee at the time of Product sale. For warranty purposes, start-up occurs when the equipment (or any portion thereof) is started for operation regardless of when the building may be ready for operation. (Per submittal, certain DX Products require Seller or its authorized Agent to perform start up or Product warranties are void. Any Seller required completed start-up form shall be delivered to Seller within six (6) months from shipment, or start-up will be deemed to have occurred on the ship date.) New spare parts will be free of Defects for 12 months following ship date. Buyer must notify Seller of any Defect promptly upon discovery and if such notification occurs within the applicable warranty period, Seller shall remedy such Defect by, at Seller's option, adjustment, repair or replacement of Products or any affected portion of Products, or providing a refund of the portion of the purchase price attributable to the defective portion of the Product. Buyer must grant Seller access to the premises at which Products are located at all reasonable times so that Seller can evaluate any Defect and make repairs or replacements on site. Repaired or replaced portions of Products are warranted until the later of the end of the warranty period applicable to the defective portion of Products repaired or replaced or 30 days following the completion of the repair or ship date of the replacement parts; and (ii) Services will be of workmanlike quality. If Buyer notifies Seller of any nonconforming Services within 30 days after Services are completed, Seller shall re-perform, if able to be cured, those Services directly affected by such failure, at its sole expense. Buyer's sole remedy for such nonconforming Services is limited to Seller's cost of re-performing the Services.
  - b. Buyer is responsible for disassembly and re-assembly of non-Seller supplied products. Seller does not warrant and shall have no obligation with respect to any Products that: (i) have been repaired or altered by someone other than Seller or Seller's authorized representative; (ii) have been subject to misuse, abuse, neglect, intentional misconduct, accident, Buyer or third party negligence, unauthorized modification or alteration, use beyond rated capacity, improper grounding, voltage irregularities, a Force Majeure Event, or improper, or a lack of, maintenance; (iii) are comprised of materials provided by, or designed pursuant to instructions from, Buyer; (iv) have failed due to ordinary wear and tear; or (v) have been exposed to adverse operating or environmental conditions, including but not

limited to contaminants, corrosive agents, chemicals or minerals, (vi) were manufactured or furnished by others and which are not an integral part of a product manufactured by Seller, or (vii) have not been fully paid for by Buyer. Refrigerants, fluids, oils and expendable items such as filters are not covered by this Limited Warranty. If Seller has relied upon any specifications, information, representations or descriptions of operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of Products, and actual operating conditions or other conditions differ, any warranties or other provisions contained herein that are affected by such conditions will be null and void.

- c. Buyer is solely responsible for determining the fitness and suitability of Products for the use contemplated by Buyer. Buyer shall ensure that (i) the Products are used only for the purposes and in the manner for which they were designed and supplied, (ii) all persons likely to use or come into contact with the Products receive appropriate training and copies of applicable instructions and documentation supplied by Seller, (iii) all third parties who use or may be affected by or rely upon the Products are given full and clear warning of any hazards associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with, (iv) any warning notices displayed on the Products are not removed or obscured, (v) any third party to whom the Products are supplied agrees not to remove or obscure such warning notices.
  - d. If Software is Licensed: To the extent available and authorized by the Third Party Software supplier, Seller hereby assigns to Buyer any warranties provided by Third Party Software providers. Seller provides Third Party Software “as is,” without any warranties, express or implied. Seller has no obligation for Third Party Software failures.
  - e. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE SELLER’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS, SOFTWARE AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. SELLER DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE OR WILL BE CORRECTED. THE REMEDIES PROVIDED IN THIS SECTION 6 ARE BUYER’S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO PRODUCTS AND SERVICES. All warranty claims must be received by Seller on or before the end of the applicable warranty period.
7. **Limitation of Remedy and Liability.** Unless otherwise provided by law, Seller’s total liability under the Agreement, whether in law, equity, contract, infringement, negligence, strict liability or otherwise, shall not exceed the price paid by Buyer under the Agreement for the Product or Services giving rise to the claim. Under no circumstances shall Seller be liable for special, incidental, indirect, delay or liquidated, punitive or consequential damages for any reason. “ **Consequential damages**” includes, without limitation, loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, costs for capital, fuel or power; loss or damage to property or equipment; and environmental clean-up. Any action arising under or relating to the Agreement, (whether based in law, equity, contract, infringement, negligence, strict liability, other tort or otherwise), must be commenced with one year from the date the claim arose. Seller assumes no obligation or liability for technical advice given or not given, or results obtained. Seller has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Buyer and Seller and form a basis of this bargain between the parties.
8. **Indemnity.**
- a. Seller shall defend at its own expense any action brought against Buyer by a third party alleging that Products (the “ **Indemnified Items**”) directly infringe any United States patent, and shall pay all damages and costs finally awarded in any such action, provided that Buyer has promptly notified Seller in writing of the action, delivers all necessary assistance in the defense of the action, and permits Seller to control all aspects of the defense, including settlement rights. Seller has no obligation with regard to: (i) any non-Seller originated Products, software or processes, including Indemnified Items or processes which have been modified or combined with non-Seller products or processes; (ii) any Indemnified Items or process provided pursuant to a design provided by or on behalf of Buyer; (iii) any patent issued after the date of the Agreement; (iv) any action settled or otherwise terminated without the prior written consent of Seller; or (v) any claims arising from, or related to, Seller’s adherence to any specifications or instructions provided by or on behalf of Buyer.
  - b. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against all expenses, costs (including reasonable attorneys’ fees), claims, demands, damages, liability, suits or the like arising in connection with or out of (i) any breach by Buyer of the Agreement; or (ii) Seller’s adherence to specifications or use of material furnished or specified by Buyer or any of its agents. Additionally, if all or a part of the Indemnified Items sold hereunder are incorporated into an improvement to real property owned by a third party, Buyer will indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against any claim by such third party or its guests or invitees to the extent that the claim seeks to recover damages or otherwise to invoke any legal or equitable remedies beyond those for which Seller has agreed to be liable hereunder.
  - c. **Excuse of Performance.** Seller has no liability for non-performance due to acts of God; acts of Buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes or any other events or causes beyond Seller’s reasonable control (each, a “ **Force Majeure Event**”). Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of a Force Majeure Event, but the remainder of the Agreement will otherwise remain unaffected as a result of the Force Majeure Event. If Seller determines that its ability to perform the Services or the total demand for Products is hindered, limited or made impracticable due to a Force Majeure Event, Seller may delay delivery of Products and Services and allocate its available supply of Products (without obligation to acquire other supplies of any such Products) among its customers on such basis as Seller determines to be equitable without liability for any failure of performance. In the event of a Force Majeure Event, the date of delivery will be extended by a period equal to the delay plus a reasonable time to train and resume production, and the price will be equitably adjusted to compensate Seller for such delay and related costs and expenses.



- d. **Laws and Regulations.** Compliance with any federal, state, provincial or local laws, regulations and directives (“**Laws**”) relating to the installation, operation or use of Products or Services is the sole responsibility of Buyer. In addition, Buyer shall comply with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation (including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and all national, state, provincial or territorial anti-bribery and anti-corruption statutes). The Agreement is governed by the laws of the State where Seller’s principal office is located, without giving effect to its conflict of laws rules, and the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in such State. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply.
- e. **Drawings.** Any designs, manufacturing drawings or other information submitted to Buyer remain the exclusive property of Seller. Buyer shall not, without Seller’s prior written consent, copy such information or disclose such information to a third party.
- f. **Cancellation.** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of cancellation charges which include: (a) all costs and expenses incurred by Seller, and (b) a fixed sum of 10% of the total price of Products to compensate for disruption in scheduling, planned production and other indirect and administrative costs.
- g. **Export Control.** Certain Products may be subject to export controls under the Laws of the US and other countries. Buyer must comply with all such Laws and not export, re-export or transfer, directly or indirectly, any such Product except in compliance with such Laws.
- h. **Assignment.** Buyer acknowledges that Seller, through its affiliates (i.e., parents, subsidiaries and other affiliates) offers expanded manufacturing capability, and Seller may in its sole discretion manufacture, supply or deliver from any location or source, including any of its affiliates, any Products or Services and such manufacture, supply or delivery from such affiliates shall also be subject to these Terms and Conditions.
- i. **General Provisions.** The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. Seller’s quotations are offers that may only be accepted in full. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the Agreement, and no modification or objection shall be caused by Seller’s receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing different or additional terms to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than Seller and Buyer any right or remedy under or by reason of this Agreement. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

**By sending SLD Technology a purchase order, BUYER confirms acceptance of these terms and conditions.**