



Case No.: 17-1284EL-EEC

Mercantile Customer: **Sun Chemical**

Electric Utility: **Duke Energy**

Program Title or
Description: **VFD Process Pump**

Rule 4901:1-39-05(F), Ohio Administrative Code (O.A.C.), permits a mercantile customer to file, either individually or jointly with an electric utility, an application to commit the customer's existing demand reduction, demand response, and energy efficiency programs for integration with the electric utility's programs. The following application form is to be used by mercantile customers, either individually or jointly with their electric utility, to apply for commitment of such programs in accordance with the Commission's pilot program established in Case No. [10-834-EL-POR](#)

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

Any confidential or trade secret information may be submitted to Staff on disc or via email at ee-pdr@puc.state.oh.us.

Section 1: Mercantile Customer Information

Name: **Sun Chemical**

Principal address: **125 Industrial Drive
Franklin, Ohio 45005**

Address of facility for which this energy efficiency program applies:

Same as above

Name and telephone number for responses to questions:

Robin Avant, (513) 287-5948

Electricity use by the customer (check the box(es) that apply):

- The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (Please attach documentation.)
- The customer is part of a national account involving multiple facilities in one or more states. (Please attach documentation.)

Section 2: Application Information

A) The customer is filing this application (choose which applies):

Individually, without electric utility participation.

Jointly with the electric utility.

B) The electric utility is: **Duke Energy**

C) The customer is offering to commit (check any that apply):

Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)

Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)

Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

Section 3: Energy Efficiency Programs

A) The customer's energy efficiency program involves (check those that apply):

- Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)).
- Installation of new equipment to replace equipment that needed to be replaced. The customer installed new equipment on the following date(s):

- Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s):
December 2014.
- Behavioral or operational improvement.

B) Energy savings achieved/to be achieved by the energy efficiency program:

- 1) If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) - (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____kWh

Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment.

- 3) If you checked the box indicating that the project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: **5367 kWh (See Attachment 1 - Appendix 2)**

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment.

- 4) If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined.

Annual savings: **XXXXX kWh (See Attachment 1 - Appendix 2)**

Section 4: Demand Reduction/Demand Response Programs

- A) The customer's program involves (check the one that applies):
- Coincident peak-demand savings from the customer's energy efficiency program.**
 - Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
 - Potential peak-demand reduction (check the one that applies):
 - The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.
 - The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.

- B) On what date did the customer initiate its demand reduction program?

Month(s) and Year(s)

- C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

6.72 KW (See Attachment 1 - Appendix 2)

Section 5: Request for Cash Rebate Reasonable Arrangement (Option 1) or Exemption from Rider (Option 2)

Under this section, check the box that applies and fill in all blanks relating to that choice.

Note: If Option 2 is selected, the application will not qualify for the 60-day automatic approval. All applications, however, will be considered on a timely basis by the Commission.

A) The customer is applying for:

Option 1: A cash rebate reasonable arrangement.

OR

Option 2: An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

OR

Commitment payment

B) The value of the option that the customer is seeking is:

Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):

A cash rebate of **\$1,500 (See Attachment 1 - Appendix 3)**. 50% of project cost \$17,913.

Option 2: An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.

An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for ____ months (not to exceed 24 months). (Attach calculations showing how this time period was determined.)

OR

A commitment payment valued at no more than \$_____. (Attach documentation and calculations showing how this payment amount was determined.)

OR

- Ongoing exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for an initial period of 24 months because this program is part of the customer's ongoing efficiency program. (Attach documentation that establishes the ongoing nature of the program.) In order to continue the exemption beyond the initial 24 month period, the customer will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)

Section 6: Cost Effectiveness

The program is cost effective because it has a benefit/cost ratio greater than 1 using the (choose which applies):

- Total Resource Cost (TRC) Test. The calculated TRC value is: _____
(Continue to Subsection 1, then skip Subsection 2)
- ✓ Utility Cost Test (UCT). The calculated UCT value is 7.51 (**See Attachment 1 - Appendix 4**)

Subsection 1: TRC Test Used (please fill in all blanks).

The TRC value of the program is calculated by dividing the value of our avoided supply costs (generation capacity, energy, and any transmission or distribution) by the sum of our program overhead and installation costs and any incremental measure costs paid by either the customer or the electric utility.

The electric utility's avoided supply costs were _____.

Our program costs were _____.

The incremental measure costs were _____.

Subsection 2: UCT Used (please fill in all blanks).

We calculated the UCT value of our program by dividing the value of our avoided supply costs (capacity and energy) by the costs to our electric utility (including administrative costs and incentives paid or rider exemption costs) to obtain our commitment.

Our avoided supply costs were **\$14,001 (See Attachment 1 - Appendix 5).**

The utility's program costs were **\$365 (See Attachment 1 - Appendix 6).**

The utility's incentive costs/rebate costs were **\$1,500 (See Attachment 1 - Appendix 3).**

Section 7: Additional Information

Please attach the following supporting documentation to this application:

Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.

A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:

- 1) any confidentiality requirements associated with the agreement;
- 2) a description of any consequences of noncompliance with the terms of the commitment;
- 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
- 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
- 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.

Refer to Offer Letter following this application

A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.

Appendix 1 – Electric History

64600871 01
 SUN CHEMICAL CORP
 125 INDUSTRIAL DR
 FRANKLIN, OH 45005

Date	Days	Read	Actual KWH	Bill KWH	Actual Demand	Bill Demand	Net Charge	KWH/Day	KVAR	Power Factor	Load Factor	Cost Per Day
1/19/2016	34	0	269,165	269,165	767.4	771	7,926.27	7,916.60	380.8	89.6	43	233.13
12/16/2015	33	0	256,837	256,837	771.2		8,189.74	7,782.90	337.3	91.6	42	248.17
11/13/2015	29	0	296,229	296,229	795.5	812.8	8,460.37	10,214.80	427.5	88.1	53.5	291.74
10/15/2015	29	0	317,898	317,898	866.6		9,001.78	10,962.00	413.4	90.3	52.7	310.41
9/16/2015	30	0	366,509	366,509	841	867.8	8,459.67	12,217.00	471.7	87.2	60.5	281.99
8/17/2015	31	0	407,276	407,276	905.6		8,669.26	13,137.90	439.7	90	60.4	279.65
7/17/2015	30	0	345,495	345,495	826.9	834.1	8,176.38	11,516.50	418.6	89.2	58	272.55
6/17/2015	30	0	337,913	337,913	858.19		8,330.22	11,263.80	387.2	91.2	54.7	277.67
5/18/2015	31	0	281,323	281,323	746.2	780.13	7,953.75	9,074.90	305.9	92.5	50.7	256.57
4/17/2015	30	0	266,403	266,403	725.1	780.13	7,985.24	8,880.10	339.2	90.6	51	266.17
3/18/2015	29	0	250,955	250,955	640.6	780.13	8,383.35	8,653.60	284.2	91.4	56.3	289.08
2/17/2015	29	0	273,677	273,677	749.4	780.13	8,098.22	9,437.10	337.3	91.2	52.5	279.25
1/19/2015	34	0	319,990	319,990	827.5		10,137.64	9,411.50	387.2	90.6	47.4	298.17
12/16/2014	33	0	405,521	405,521	810.2		8,184.20	12,288.50	360.3	91.4	63.2	248.01
11/13/2014	29	0	342,366	342,366	845.4		9,562.14	11,805.70	384.6	91	58.2	329.73
10/15/2014	29	0	299,312	299,312	843.5		10,077.42	10,321.10	367.4	91.7	51	347.5
9/16/2014	32	0	370,318	370,318	853.8		8,989.58	11,572.40	383.4	91.2	56.5	280.92
8/15/2014	29	0	370,486	370,486	888.3		9,549.90	12,775.40	391.7	91.5	59.9	329.31
7/17/2014	30	0	400,895	400,895	917.8		9,620.77	13,363.20	417.3	91	60.7	320.69
6/17/2014	32	0	378,933	378,933	897.3		9,423.58	11,841.70	394.9	91.5	55	294.49
5/16/2014	30	0	349,790	349,790	925.4		10,388.92	11,659.70	398.7	91.8	52.5	346.3
4/16/2014	29	0	273,883	273,883	848.6		10,097.37	9,444.20	394.9	90.7	46.4	348.19
3/18/2014	29	0	255,772	255,772	686.7	761.6	8,902.06	8,819.70	258.6	93.6	53.5	306.97
2/17/2014	31	0	294,780	294,780	751.4	761.6	8,346.73	9,509.00	319.4	92	52.7	269.25
1/17/2014	32	0	283,026	283,026	759	761.6	8,514.04	8,844.60	311.7	92.5	48.6	266.06

Appendix 2 – Annual kWh and kW savings

Measure	Measure Quantity	Unit of Measure	Annual kWh Gross with losses (Per Unit)	TOTAL Annual kWh Gross with losses	Saved Summer coincident kW with losses (Per Unit)	Total KW Gross with losses
SelfDirect AC 135,000 - 240,000 per ton	75	per ton	72	5,367	0.09	6.72

Appendix 3 – Cash Rebate

Measure	Amount
SelfDirect AC 135,000 - 240,000 per ton	\$1,500.00
	\$ 1,500.00

Appendix 4 – Utility Cost Test

Measure	UCT
SelfDirect AC 135,000 - 240,000 per ton	7.51
	7.51

Appendix 5 – Avoided Supply Costs

Measure	T&D	Production	Capacity	Quantity	Total Avoided Costs
SelfDirect AC 135,000 - 240,000 per ton	\$3,534.47	\$4,347.38	\$6,119.31	75	\$14,001
					\$ 14,001.00

Appendix 6 – Utility Program Costs

Measure	Qty	Total Costs
SelfDirect AC 135,000 - 240,000 per ton	75	\$364.77
		\$ 364.77



DUKE ENERGY
Mercantile Self Direct Program
139 East Fourth Street
Cincinnati, OH 45202

Date

Bill Loveland
Sun Chemical
125 Industrial Drive
Franklin, Ohio 45005-4427

Subject: Your Application for a Duke Energy Mercantile Self-Direct Rebate

Dear Bill Loveland:

Thank you for your Duke Energy Mercantile Self Direct rebate application. As noted in the Energy Conservation Measure (ECM) chart on page two, a total rebate of \$1500 has been proposed for your VFD Process Pump 1-50 HP project, completed in the 2013 calendar year. **All Self Direct Rebates are contingent upon approval by the Public Utilities Commission of Ohio (PUCO).**

At your earliest convenience, please indicate if you accept this rebate by

- providing your signature on page two
- completing the PUCO-required affidavit on page three.

Please return the documents to my attention via fax at 513-629-5572 or e-mail to SelfDirect@Duke-Energy.com. Upon receipt, Duke Energy will submit the necessary documentation to PUCO. Following PUCO's approval, Duke Energy will remit payment.

At Duke Energy, we value your business and look forward to working with you on this and future energy efficiency projects. We hope you will consider our Smart \$aver® incentives, when applicable. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robin Avant'.

Robin Avant
Senior Program Manager
Mercantile Self Direct Rebates

cc:

Please indicate your response to this rebate offer within 30 days of receipt.

Rebate is accepted.

Rebate is declined.

By accepting this rebate, Sun Chemical affirms its intention to commit and integrate the energy efficiency projects listed on the following pages into Duke Energy's peak demand reduction, demand response and/or energy efficiency programs.


Additionally, Sun Chemical also agrees to serve as joint applicant in any future filings necessary to secure approval of this arrangement as required by PUCO and to comply with any information and reporting requirements imposed by rule or as part of that approval.

Finally, Sun Chemical affirms that all application information submitted to Duke Energy pursuant to this rebate offer is true and accurate. Information in question would include, but not be limited to, project scope, equipment specifications, equipment operational details, project costs, project completion dates, and the quantity of energy conservation measures installed.


If rebate is accepted, will you use the monies to fund future energy efficiency and/or demand reduction projects?

YES NO


If rebate is declined, please indicate reason (optional):

 _____

Customer Signature



Printed Name



Date

Proposed Rebate Amounts

Measure ID	Energy Conservation Measure (ECM)	Proposed Rebate Amount
ECM-1	VFD Process Pump 1-50 HP – Year 2013 – (Qty. 1 – 75 Horse Power)	\$1500.00
ECM-2		
ECM-3		
ECM-4		
ECM-5		
Total		



**Public Utilities
Commission**

**Application to Commit
Energy Efficiency/Peak
Demand Reduction
Programs
(Mercantile Customers
Only)**

Case No.: ___-___-EL-EEC

State of OHIO ___:

17-1284-EL-EEC

Bill Loveland, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Sun Chemical Inc

[insert customer or EDU company name and any applicable name(s) doing business as]

2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.

3. I am aware of fines and penalties which may be imposed under Ohio Revised Code Sections 2921.11, 2921.31, 4903.02, 4903.03, and 4903.99 for submitting false information.

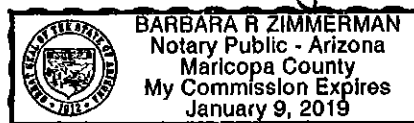
Bar Analyst
Signature of Affiant & Title

Sworn and subscribed before me this 16th day of December,
2016 Month/Year

Barbara R. Zimmerman
Signature of official administering oath

Barbara R. Zimmerman
Print Name and Title
Notary Public

My commission expires on Jan 9, 2019





Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with completed Mercantile Self Direct Prescriptive or Custom applications, proof of payment, energy savings calculations and spec sheets to SelfDirect@Duke-Energy.com. You may also fax to 1-513-629-5572.

Mercantile customers, defined as using at least 700,000 kWh annually or having an account in multiple locations are eligible for the Mercantile Self Direct program. Indicate which applies:

- a single Duke Energy Ohio account with 700,000 kWh annual usage
- an account with multiple locations

Please list Duke Energy account numbers below (attach listing of multiple accounts and/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
64600871011	700,000		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart Saver® Custom Rebate. Self Direct rebates are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program rules allow for, though do not require, certain projects that are Prescriptive in nature under the Smart Saver program to be evaluated using the Custom process in the Self Direct program. Use the list on page two as a guide to determine which Self Direct program best fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet.

Self Direct Program rules also allow for behaviorally based and/or no cost and low cost projects to receive rebates.

Please check each box to indicate completion/inclusion of the following program requirements:

<input checked="" type="checkbox"/> All sections of appropriate application(s) are completed	<input checked="" type="checkbox"/> Proof of payment.*	<input checked="" type="checkbox"/> Manufacturer's Spec sheets	<input type="checkbox"/> Energy model/calculations and detailed inputs for Custom applications
--	--	--	--

*If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

**Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application. Rebates for such projects may be small in magnitude.

Application Type	Prescriptive Measures with Optional Custom Processing	
Heating & Cooling and Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	<input type="checkbox"/> Energy Star Window/Sleeve/Room AC <input type="checkbox"/> Central Air Unit	<input type="checkbox"/> Air Source Heat Pump Water Heater
	<input type="checkbox"/> Setback/Programmable Thermostat <input type="checkbox"/> Guestroom Energy Management Control	<input type="checkbox"/> Window Film
Chillers & Thermal Storage	<input type="checkbox"/> Air Cooled Chiller	<input type="checkbox"/> Water Cooled Chiller
Motors, Pumps and Variable Frequency Drives (VFDs)	<input checked="" type="checkbox"/> VFD – Applied to Process Pump <input type="checkbox"/> VFD – Applied to HVAC Pump	<input type="checkbox"/> VFD – applied to HVAC Fan
Food Service	<input type="checkbox"/> ENERGY STAR Hot Food Holding Cabinet <input type="checkbox"/> Night Covers for Display <input type="checkbox"/> ECM Cooler, Freezer, and Display Case Motors <input type="checkbox"/> ENERGY STAR Solid or Glass Door Reach-in Freezer or Refrigerator	<input type="checkbox"/> Anti-Sweat Heater Control <input type="checkbox"/> Cooking Equipment <input type="checkbox"/> ENERGY STAR ICE MACHINE
Process Equipment	<input type="checkbox"/> Engineered Nozzle – COMPRESSED AIR <input type="checkbox"/> Air compressor equipped with VFD	<input type="checkbox"/> Pellet Dryer Duct Insulation
Chiller Tune-ups	<input type="checkbox"/> Air cooled chiller tune-up	<input type="checkbox"/> Water cooled chiller tune-up

Please indicate above any Prescriptive energy conservation measures to be evaluated through the Custom process. Only Prescriptive measures listed above are eligible for this option. To receive a Self Direct Custom rebate, a detailed analysis of pre-project and post-project energy usage and project costs must be included in the application.

Although some Self Direct Prescriptive measures are eligible for evaluation through Custom processes, such an approach may not be most effective for certain measures.



MERCANTILE SELF DIRECT Ohio Premium Motor/Pump/VFD Rebate Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-629-5572.

Is this application: **NEW** (original) or **REVISED** (changes made to original application)

Building Type – Required (check one)		
<input type="checkbox"/> Data Centers	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Office
<input type="checkbox"/> Education/K-12	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Public Assembly
<input type="checkbox"/> Education Other	<input checked="" type="checkbox"/> Industrial	<input type="checkbox"/> Public Order/Safety
<input type="checkbox"/> Elder Care/Nursing Home	<input type="checkbox"/> Lodging	<input type="checkbox"/> Religious Worship/Church
<input type="checkbox"/> Food Sales/Grocery	<input type="checkbox"/> Retail (Small Box)	<input type="checkbox"/> Service
<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Retail (Big Box)	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Other:		
How did you hear about the program? (check one)		
<input type="checkbox"/> Duke Energy Representative	<input type="checkbox"/> Web Site	<input type="checkbox"/> Radio
<input type="checkbox"/> Contractor / Vendor	<input type="checkbox"/> Other _____	

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of application	<input checked="" type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input checked="" type="checkbox"/> Tax ID number for payee <input checked="" type="checkbox"/> W-9 for payee	<input checked="" type="checkbox"/> Customer/vendor agree to Terms and Conditions
---	--	--	---


Customer Information					
Customer/Business	Sun Chemical	Contact	Bill Loveland		
Phone	480 346 5833	Account Number	64600871011		
Street Address (Where rebate should be mailed)		20830 N Tatum Blvd. #330			
City	Phoenix	State	AZ	Zip Code	85050
Installation Street Address	125 Jay Gee Drive				
City	Franklin	State	OH	Zip Code	45005
E-mail Address	bill.loveland@ems.schneider-electric.com				

**Failure to provide the account number associated with the location where the installation took place will result in rejection of the application.*

Vendor Information					
Vendor	Contact				
Phone	Fax				
Street Address					
City	State	Zip Code			
E-mail Address					

If Duke Energy has questions about this application, who should we contact? Customer Vendor

Payment Information		
Who should receive rebate payment?	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Vendor (Customer must sign below)
I hereby authorize payment of rebate directly to the vendor:	Customer Signature (written signature)	
	Date	
Provide Tax ID Number for Payee	Customer Tax ID #	22-2761297
	Vendor Tax ID #	

Terms and Conditions			
I have read and hereby agree to the Terms & Conditions and Program Requirements.			
Customer Signature (written signature)		Vendor Signature (written signature)	
Date	12/10/16	Date	
Title	Analyst	Title	

**Variable Frequency Drives (VFDs) – For Process Fluid Pumping Only
(Retrofit Application only)**

Process pumping does not include HVAC or swimming pool fluid pumping systems.

List Process Pumping Application

Make/Model or Catalog #	Horse Power (HP)	Quantity (Number of VFDs)	Total HP (HP x Quantity)	Rebate	Annual Operating Hrs (Minimum of 2000)	Project Cost	Date Installed and Operable (mm/yy)	Total Rebate (Total HP x Rebate)
<i>Example Model Number</i>	6 HP	4	24	\$20.00/HP	2500 Hrs	\$2000	12/1/2013	\$480.00
SVZ 9000	75 HP	1	75	\$20.00/HP	6570 Hrs		35825 12/16/14	1500.00
	HP			\$20.00/HP	Hrs			
	HP			\$20.00/HP	Hrs			
	HP			\$20.00/HP	Hrs			

- Installed equipment must be new. Used, rebuilt or rewound equipment is **not** eligible.
- Rebates are only available for new VFDs installed on existing fluid process pumps.
- Installed applied to new replacement motors that power existing fluid process pumps are eligible for Self Direct rebates.
- VFDs over 100 HP and VFDs installed on new pumps are not eligible for Self Direct rebates, but may qualify through the Self Direct Custom program. Please refer to the Self Direct Custom webpage for guidance.
- Variable Frequency Drive Fans & Pumps qualifying equipment must have 2000 annual run hours or more.
- A 3% impedance reactor on the AC input to the VSD is recommended to prevent damage to the VSD due to overvoltage from power factor correction and should be properly sized by your supplier. A 5% reactor may be recommended if there is additional harmonic distortion on the AC input lines due to other plant-specific causes.
- Replacement of existing VFDs does not qualify for rebates.
- VFDs installed on redundant pumps do not qualify.
- VFD speed must be automatically controlled by differential pressure, flow, temperature, or other variable signal.
- Existing throttling devices including inlet vanes, bypass dampers, and throttling valves must be removed or permanently disabled.
- Rebates are capped at 50% of the customer's project cost (equipment and external labor).

P.O. #	P.O. DATE	SUPPLIER NAME	INVOICE	TOTAL PD.	INVOICE #	DATE PD.
Three Roll Mill Replacement Mill F						
P14-11716-58						
4310444989	05/26/2014	Electric Motor Technologie	\$5,937.50	\$5,937.50	M05885	06/16/2014
4310437275	05/21/2014	Southlake Automation	\$11,122.50	\$39,050.00	3920	05/02/2014
			\$27,927.50		4134	10/13/2014
4310436105	04/14/2014	Buhler Inc.	\$58,400.50	\$116,801.00	7158902475	05/02/2014
			58,400.50		7158007647	10/22/2014



Electric Motor TECHNOLOGIES, LLC

5217 BEECH STREET
CINCINNATI, OH 45217

Voice: (513) 821-9999
Fax: (513) 821-9980

INVOICE

Invoice Number: **M05885-**
Invoice Date: Jun 3, 2014
Page: 1

Bill To:
SUN CHEMICAL CORPORATION P.O. BOX 32040 CINCINNATI, OH 45217

Ship to:
SUN CHEMICAL TROY LENZ 125 JAYGEE DRIVE FRANKLIN, OH 45005

Customer ID	Customer PO	Payment Terms	
SUN-FRANK	4310444989	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MID	Direct	6/3/14	7/3/14

Quantity	Description	Backorder Qty	Unit Price	Amount
1.00	MARATHON 75 HP 1800 RPM 365T 230/460V 3/60 TEFC XRI (CAST IRON) PREM. EFF VFD RATED CAT#E212		5,722.50	5,722.50
1.00	LABOR, CHANGE TO F2 MOUNTING		215.00	215.00

* This is a revised P.O. #
Thanks!

Sales Tax	
Freight	
Total Invoice Amount	6,937.50
Payment/Credit Applied	
TOTAL	6,937.50

Check/Credit Memo No:

THANK YOU FOR YOUR BUSINESS!!!



1551 E. 89th Avenue
 Merrillville, IN 46410
 219-736-6299 Phone

Invoice

Date	Invoice #
4/24/2014	3920

Bill To
Sun Chemical PO Box 32040 Cincinnati, OH 45217 USA

Ship To
Sun Chemical 125 Jaygee Drive Franklin, OH 45005

Terms	Shp	F.O.B.	Project	P.O. No.	Job Number
Due Upon Receipt	4/24/2014		P1200 Franklin Mill	4310437275	
Quantity	Item Code	Description		Price Each	Amount
1	Control Panel	30% Downpayment for hardware, 75HP MCC, design and programming for Franklin 3 Roll Mill		11,122.50	11,122.50
We now accept Visa, Master Card, and Discover. To pay by credit card, please call Paula at 219-736-6299. Processing fee will apply.				Total	\$11,122.50



Merrillville, IN 46410
 1551 E. 89th Avenue
 Merrillville, IN 46410
 219-736-6299 Phone

Invoice

Date	Invoice #
9/9/2014	4134

Bill To
Sun Chemical PO Box 32040 Cincinnati, OH 45217 USA

Ship To
Sun Chemical 125 Jaygee Drive Franklin, OH 45005

Terms	Ship	F.O.B.	Project	P.O. No.	Job Number
Net 30	9/9/2014		P1200 Franklin Mill F	4310437275	

Quantity	Item Code	Description	Price Each	Amount
1	Control Panel	Remaining balance due for hardware, 75HP MCC, design and programming for Franklin 3 Roll Mill	27,927.50	27,927.50

We now accept Visa, Master Card, and Discover. To pay by credit card, please call Paula at 219-736-6299. Processing fee will apply.	Total	\$27,927.50
---	--------------	-------------



Sun Chemical
Attn: Accounts Payable
PO Box 32040
Cincinnati OH 45217
USA

Delivery Address
Sun Chemical Specialty Inks.
Attn: Allison Dammeyer
125 Jay Gee Drive
Franklin OH 45005
USA

Invoice
7158007647

Date: 08/26/2014
Order: 3018455708/BMIN/GD
Our reference: Dawn Pfeilsticker COM
Telephone: +17638470335
Fax: +17638479902
E-mail: dawn.pfeilsticker@buhlergroup.com

Your reference

Name:
Number: 4310436105
Date: 04/14/2014
Customer Number: 12435070.

Please always mention our invoice number by payment
or any further correspondence.

1x SDV-1300 3-ROLL MILL RECONDITIONED

UPON DELIVERY PER THE INCOTERMS OF THE
CONTRACT, THE REMAINING 50% OF THE
CONTRACT PRICE SHALL BE DUE.

	Currency: USD
Contract Price	116,801.00
Less Down Payment	58,400.50
Total	58,400.50

Incoterms (INCOTERMS 2010 ICC)
FCA Mahwah NJ

Terms of Payment
100%, Due 30 Days, Net

Remit Payment to

USD
BUHLER INC.
SDS 12-0687
P.O. Box 86
Minneapolis, MN 55486-0687

BUHLER INC.
P.O. Box 9497
Minneapolis, MN 55440-9497
www.buhlergroup.com

13105 12th Avenue North
Plymouth, MN 55441-4509

Phone (763) 847-9900
Fax (763) 847-9911

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sun Chemical Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 35 Waterview Boulevard	Requester's name and address (optional)
	6 City, state, and ZIP code Parsippany, NJ 07054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-					
or									
Employer identification number									
2	2	-	2	7	6	1	2	9	7

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ Jun 4, 2016
-----------	----------------------------	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MCC General Information

MCC General Information

Wiring Diagram Type C-H Standard
 MCC Quantity 1
 Standards UL845, NEMA, NEC
 Special Codes UL
 Service Voltage (3 Phase) 480V
 Frequency 60 Hz
 System 3PH3W

Incoming Line Termination

Device: "None"
 Cable Entry Top
 Splice Kit / Transition None
 MCC Type Match Up
 MCC Type Match Up GO# ** None **

Enclosure Specifications

Total Structures 2
 Type NEMA 1 Gasketed
 Depth 16" Front Mt Only
 Height 90"
 Horizontal Wireways 9" High, Top & Bottom
 Vertical Wireways 4"
 Channel Sills No
 Bottom Plates No
 150 Watt Space Heaters None
 Space Heater Thermostat No
 Master Terminal Block Location None
 IBC/CBC Seismic Qualified No

MCC Starter Specifications

Wiring Class 1B
 Control Voltage 120V
 Control Voltage Src Ind CPT
 Nameplate Size 1" X 2.5"
 Nameplate Color Black / White Letters
 Pilot Dev. Model 10250T
 Ind. Light Type 6v Xfmr
 PL Color (On) Green

Structure Schedule

There are 2 structure(s).
 All structures have a 600 A vertical bus.
 Total width of all sections is 40.0"
 Height of all sections is 90.00"

Bus System Specifications

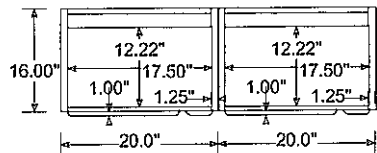
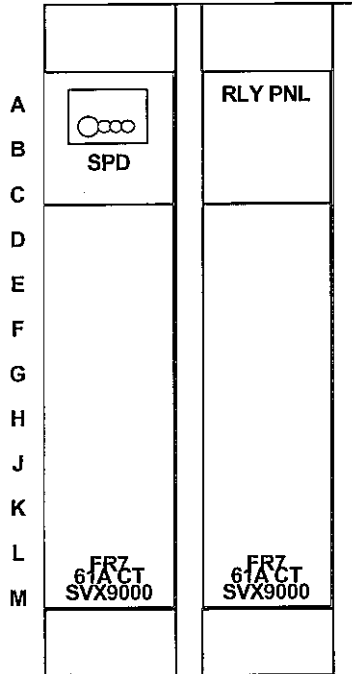
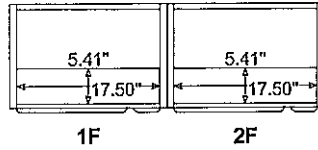
Main Bus Amps 600A
 Main Bus Material Copper
 Main Bus Bar Plating Tin
 Insulated Horiz. Bus No
 1000A/sq in. Cu Bus No
 Vertical Bus Amps See Structure Schedule
 Vertical Bus Material Tin Plated Copper
 Vertical Bus Barrier Isolated, Red
 Bus Bracing 65,000
 Ground Bus 300
 Ground Bus Location Top
 Ground Bus Lug Size 1-#6-350Kcmil
 Ground Bus Lug Type Screw
 Plug-in 300A Vert. Gnd. Bus No
 Neutral None
 Horizontal Bus Temperature Rise 65 deg C
 Bottom Vert. Bus Barrier No
 Vertical Ground Bus No

Unit Modifications

Terminal Block - Latching Pull-Apart, Std.
 #16awg, MTW Control Wire

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY CG50	DATE 03/23/12	Eaton Corporation Fayetteville, NC		
	APPROVED BY	DATE	JOB NAME Franklin/	DESIGNATION MCC-II	
	VERSION 7.8		TYPE MCC 2100	DRAWING TYPE Customer Appr.	
NEG-ALT NUMBER CG500130M201-0001	REVISION	DWG SIZE A	G.O.	ITEM 001	SHEET 1 OF 3

Top View



Floor View

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY CG50	DATE 03/23/12	Eaton Corporation Fayetteville, NC		
	APPROVED BY	DATE	JOB NAME Franklin/	DESIGNATION MCC-II	
	VERSION 7.8		TYPE MCC 2100	DRAWING TYPE Customer Appr.	
NEG-ALT NUMBER CG500130M201-0001	REVISION	DWG SIZE A	G.O.	ITEM 001	SHEET 2 OF 3

Unit	Nameplate	Description	Class	Starter Size HP/FLA Wire Diag.	Bkr/Sw Poles Trip/Clip	Unit Features
1C		160KA, SPD Basic Features Package, with Circuit Breaker		CS001FQ7.DWF		
1M		SVX9000 VFD, Constan torque, 61 FLA, 480V, HMCP		40/61	HMCP 3P 100	1 OPTB4 I/O Expander Board 1 Pilot Light-10250T (Run) 1 VFD Connected to EtherNet/IP 1 2 Pos. Sel. Sw., 10250T (On-Off)
2C		18 in. blank relay panel				
2M		SVX9000 VFD, Constan torque, 61 FLA, 480V, HMCP		/61	HMCP 3P None Selected	1 2 Pos. Sel. Sw., 10250T (On-Off) 1 Pilot Light-10250T (Run) 1 VFD Connected to EtherNet/IP 1 OPTB4 I/O Expander Board

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY CG50	DATE 03/23/12	Eaton Corporation Fayetteville, NC		
	APPROVED BY	DATE	JOB NAME Franklin/		
			DESIGNATION MCC-II		
	VERSION 7.8	TYPE MCC 2100	DRAWING TYPE Customer Appr.		
NEG-ALT NUMBER CG500130M201-0001	REVISION	DWG SIZE A	G.O.	ITEM 001	SHEET 3 OF 3

Customer Bill of Material

1 Freedom MCC

60 Hz, Class 1B wiring, 480V 3-Phase Service, 65,000 Bracing, Top Incoming,
NEMA 1 Gasketed 16" Front Mt Only enclosure, 600A Copper Main Horizontal Bus,
No Neutral

- 2 SVX9000 VFD, Constant torque, 61 FLA, 480V, HMCP
- 2 2 Pos. Sel. Sw., 10250T (On-Off)
- 2 OPTB4 I/O Expander Board
- 2 Pilot Light-10250T (Run)
- 2 VFD Connected to EtherNet/IP
- 2 Terminal Block - Latching Pull-Apart, Std.
- 2 #16awg, MTW Control Wire
- 1 18 in. blank relay panel
- 1 160KA, SPD Basic Features Package, with Circuit Breaker
- 2 300A Horiz. Cu Gnd Bus, 1/4" x 1" Bar
- 2 600A Vertical Bus (Tin-plated cu)
- 2 Isolated, Red glass polyester vertical bus barrier
- 2 65KA Bus Bracing
- 2 Tin Plated horizontal bus
- 2 600A Copper Frnt Mtd 16" NEMA 1 Gasketed

Special Configuration Notes:

- 1 If motor is >300ft. from drive a dv/dt filter is required. Lead time code is A
- 1 PFC Capacitors are not compatible AFD, these devices can not be used together.
- 1 MCC REAR CONNECTED FROM SCG0307672
- 1 2 pos sel. Off/Auto nameplate

Used X-Space: 24
Blank X-Space: 0
Future X-Space: 0

MCC Lead Time Code: B

Designations: MCC-II

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction there of for the time the shipment is delayed.



Selling Policy

Effective: November 1, 2008 Page 1

Supersedes Selling Policy 25-000,
Pages 1-4, dated
February 20, 2006

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

Distribution and Control Products and Services 25-000

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond

18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS

Refer to Price Policy 25-050.

Minimum Billing

Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.



Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances

If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment

If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. - P/S - Frt./Ppd. and Invoiced

Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. - P/S - Frt./Ppd. and Allowed

Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination - Frt./Ppd. and Allowed

At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage

Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection

Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products

If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies

Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Majeure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Eaton Corporation.
1000 Cherrington Parkway
Moon Township, PA 15108
United States
Tel: 1-800-525-2000
Eaton.com

© 2008 Eaton Corporation
All Rights Reserved
Printed in USA
Publication No. SP0300001E
Z7740