|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | RobertsGordonInfraredHeating-Flames |  |  |  |  | |  |  |  | |  | | --- | | **Submittal** | |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  |  | |  | |  | | --- | | 1250 William Street P.O. Box 44 Buffalo, NY 14240-0044 Phone: 716-852-4400 Fax: 716-852-0854 | |  | |  |  | | --- | --- | | Project number: |  | | Project name: |  | | Representative: |  | | Location: |  | | |  | | | |  | |  |  |  |  |  | |  |  |  |  |  | |  |  | |  | | --- | | **Note: This submittal is based on equipment and options listed on the attachment(s) and represents our interpretation of your requirements. It is the representative's responsibility to review this submittal and verify that it meets the job specifications.** | | |  | |  |  |  |  |  | |  |  | |  |  | | --- | --- | | **Project Information** | | | Project name: |  | | Location: |  | | Owner: |  | | Architect: |  | | MEP firm: |  | | Mechanical contractor: |  | | Date: |  | | |  | |  |  |  |  |  | |  |  | |  |  | | --- | --- | | **Sales Representative** | | | Submitted by: |  | | Email: |  | | Phone number: |  | | |  | |  |  |  |  |  | |  |  | |  |  |  | | --- | --- | --- | | **Product Summary** | | | | **Qty** | **Size** | **Model Description** | |  |  |  | | | | |  |  |  |  |  | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-1** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-10** | |  | | | |

|  |
| --- |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-11** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-12** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-13** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-15** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-16** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-17** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-19** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-18** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-2** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-20** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-21** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-22** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-24** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-25** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-26** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-27** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-28** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-29** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-3** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-30** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-31** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-32** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-33** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-34** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-35** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-36** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-37** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-38** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-39** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-4** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-5** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-6** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-7** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-8** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | |  |  |  | | --- | --- | --- | | |  | | --- | | **HED-9** | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | |  |  | | --- | --- | | |  | | --- | | **Terms of Use**  These Terms of Use are a contract between you and Roberts Gordon. By using any electronic media we produce for equipment sizing, design, selection and pricing (“Electronic Media”), you are agreeing to be bound by the following terms and conditions (“Terms of Use”). If you do not agree to these Terms of Use, do not use any Electronic Media we produce; instead, promptly return it to Roberts Gordon. This contract is effective until terminated by Roberts Gordon. This contract will be terminated immediately and without notice in the event that you fail to comply with any term or condition hereof.   1. Ownership of Content.  The Electronic Media is owned by Roberts Gordon. The media can be in any form such as an actual CD that has to be installed or electronic file that has to be downloaded. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Electronic Media (the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Electronic Media are the property of Roberts Gordon or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, logos and service marks displayed on the Electronic Media, whether registered or unregistered, are owned exclusively by Roberts Gordon or its affiliates and/or other third parties. Nothing contained in these Terms of Use, nor your use of the Materials, shall be construed as granting you any license or right in or to any trademark, logo, or service mark. Roberts Gordon reserves all rights not expressly granted in this Terms of Use.   2. License  Roberts Gordon hereby grants you a nontransferable, nonexclusive license to use the Materials contained on the Electronic Media solely for your information and own personal, noncommercial use, to be used with a single computer at a single location. You may download and/or print a single copy of any of the Materials contained herein for your personal use; however, you shall not otherwise reproduce, display, publish, distribute, sell, license, or modify the Materials or incorporate the Materials into other documents, Electronic Media, or publications. This license is not a sale of the electronic Media or any copy thereof. Roberts Gordon retains the title and ownership of the Electronic Media and all copies, regardless of the form or media on or in which the original or any copy may exist. You may not copy, encourage or allow copying of the Electronic Media, except when you make a single copy for archival purposes only. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by this Terms of Use. You may not transfer, convey, rent, sublicense, or otherwise distribute the Electronic Media or accompanying documentation, or any rights therein to any person or entity. Any attempt to so distribute the Electronic Media or accompanying documentation shall be void.   3. Modification of these Terms of Use; Termination.  Roberts Gordon reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time.   4. Disclaimer of Warranties  The Electronic Media and Materials may contain inaccuracies and/or typographical errors. The Electronic Media and Materials are provided to you on an "AS IS" basis. ROBERTS GORDON DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, STATUTORY OR IMPLIED WITH RESPECT TO THE ELECTRONIC MEDIA OR THE MATERIALS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.   5. Limitation of Liability and Damages  Roberts Gordon does not warrant, guarantee or make any representations regarding the use or the results of the Electronic Media in terms of its correctness, accuracy, performance, reliability or otherwise. The entire risk as to the results and performance of the Electronic Media is assumed by you. This Electronic Media is merely a tool to aid you, the results of  which should be checked against your own calculations. Roberts Gordon makes no warranties, express or implied including without limitation the implied warranties of merchantability and fitness for a particular purpose. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ROBERTS GORDON HEREBY DISCLAIMS, AND IN NO EVENT SHALL ROBERTS GORDON OR ANY PARTY INVOLVED IN CREATING OR PRODUCING THE ELECTRONIC MEDIA, BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM LOSS RELATED TO THE USE OF THE ELECTRONIC MEDIA OR ANY MATERIALS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTUOUS ACTION, EVEN IF ROBERTS GORDON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION AND THE LIKE, ARISING OUT THE USE OR LIABILITY TO USE THE ELECTRONIC MEDIA. FURTHERMORE, ROBERTS GORDON SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE MATERIALS.   6. Indemnification  You agree to indemnify, save, and hold ROBERTS GORDON, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the ELECTRONIC MEDIA, any violation by you of these Terms of Use, or any breach of the representations, warranties, and covenants made by you herein. ROBERTS GORDON reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify ROBERTS GORDON, and you agree to cooperate with ROBERTS GORDON’s defense of these claims. ROBERTS GORDON will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.   7. Miscellaneous  These Terms of Use constitute the entire agreement between you and ROBERTS GORDON and govern your use of the ELECTRONIC MEDIA, superseding any prior agreements between you and ROBERTS GORDON(including, but not limited to, any prior versions of the Terms of Use) and any prior representations by ROBERTS GORDON. These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. The failure of ROBERTS GORDON to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought against ROBERTS GORDON and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees, arising out of or related to use of the ELECTRONIC MEDIA or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.   8. In the Event of Merger or Sale  In the event that ROBERTS GORDON is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from Users as part of such merger, acquisition, sale, or other change of control.   9. ROBERTS GORDON Contact Information:  Please contact ROBERTS GORDON with any questions or comments about this Terms of Use at: “Contact Us http://www.robertsgordon.com/ | | | |  |