uponor

PLUMBING SYSTEMS

DESIGN REQUEST FORM

Commercial Plumbing System Design Request Form

Design Request Form Instructions

Thank you for choosing Uponor, Inc. ("Uponor") for your design service needs. Please refer to the following guidelines to ensure we have all the necessary information to provide you with an accurate design.

- Complete this form in its entirety. Missing information will delay design completion.
- It is your responsibility to provide Uponor with accurate and complete information in a timely manner.
- Once Uponor receives all the information for a project, the Design Services department will provide an estimated completion date for the preliminary design plans (upon request).
- It is your responsibility to notify Uponor Design Services of any changes in construction or field conditions, to allow revision of the preliminary design plans.
- All bills of material are quoted at Uponor list price on the date the design is prepared.
- Material lists are not quoted in package quantities.
- All design services are subject to the terms and conditions on the last page of this form.
  Note: Any changes requiring a revision to the design may alter the completion date.

Contact Information

1. E-mail completed design request form to design.services@uponor.com or fax to 952.997.1731.
2. Include architectural/mechanical blueprints, electrical layouts, floor plans, structural and cross sections (electronic files required, AutoCAD preferred; FTP site available for files exceeding 10MB and Zip files).

Contact Information

Project Name _____

Address _____

City _____ State ____ ZIP _____

Project Timing

Expected material purchase order date _____

Install date _____

Information Provided/Submitted by:

Name _____ Date _____

Phone _____

E-mail _____

Engineer/Architect Information

Company Name _____

Company Contact _____

Phone _____ Fax _____

Cell Phone _____

E-mail _____

Uponor Sales Representative

Company Name _____

Contact Name _____

Phone _____ Fax _____

Cell _____

E-mail _____

For questions regarding design fees, e-mail design.services@uponor.com or call 888.594.7726, ext. 5067.

Desired completion date _____ Date plans submitted to Uponor _____

Plans sent via: ❑ E-mail ❑ Mail ❑ Fax ❑ FTP

Note: Design times are dependent on Uponor's receipt of all plans, required or requested information, and this completed form.

I acknowledge that I have read, understand and accept the terms and conditions set forth on or provided in connection with this document. I verify the design information and specifications provided in connection with this form are correct and complete.

Printed Name _____ Date _____

Signature _____

Plumbing System Design Information

Codes

Plumbing Code (Design Services will use current version of the code.)

❑ IPC ❑ UPC ❑ CPC

❑ Other (specify and submit copy of code) _____

Energy Code (if applicable)

❑ IECC ❑ ASHRAE ❑ Title 24

❑ Other (specify and submit copy of code) _____

Default Information

Building Service Size _____

Static Pressure at Building _____

Heat Source Location _____

Number of Water Softeners _____

PSI Drop (through water softener) _____

Hose Bib Size _____

Type of Plumbing Design

Specify Overhead Plumbing Design

(Manifold/multi-port tee locations on plans, if known)

Specify Floors _____

Uponor will use best practices for locating manifold(s) and/or multi-port tees not specified on plans.

Specify Slab Plumbing Design

(Manifold/multi-port tees locations on plans, if known)

Specify Floors _____

❑ In Slab ❑ Under Slab

Uponor will use best practices for locating manifold(s) and/or multi-port tees not specified on plans.

Hot Water Recirculation

❑ Recirculation of Mains Only

❑ Recirculation of Mains and Risers

Tubing Materials (check all that apply)

Tube Size ❑ ½" ❑ ¾" ❑ 1" ❑ 1¼" ❑ 1½" ❑ 2" ❑ 3"

❑ Coils ❑ Straight Lengths

PEX-a Pipe Support ■ Yes ❑ No

Tube Type

❑ Uponor AquaPEX® Tubing, White

❑ Uponor AquaPEX Tubing, Red

❑ Uponor AquaPEX Tubing, Blue

❑ Other _____

Fittings (check all that apply)

❑ Engineered Polymer (EP) ❑ Lead-free Brass

Supports

❑ Plastic Bend Supports

❑ Other _____

Finish Materials (check all that apply)

Fixture Termination

❑ Copper Stub

❑ Other _____

Mixing Valves

❑ Copper Tub Ell

❑ Other _____

Supply Boxes

❑ EP Plug (box by others)

❑ Other _____

Flush Valves

❑ Sweat Adapter ❑ Drop Ear Elbow

❑ Other _____

Notes

Uponor, Inc.
5925 148th Street West
Apple Valley, MN 55124 USA

Tel: 888.594.7726
Fax: 952.997.1731
www.uponorpro.com

uponor

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Design Services Terms and Conditions

1. **Services.** Requestor, as identified on the applicable Design Request Form, desires to separately retain the services Uponor for the initial design of plumbing, heating and 13D fire suppression systems to support Requestor's efforts in the specification, bidding and sale of such systems ("Services") as more fully set forth on the Design Request Form. All designs and recommendations prepared by Uponor hereunder are preliminary (non-finalized) plans and may not be used for construction/installation purposes until Requestor has had the designs, plans and recommendations reviewed by a professional engineer and all plans have been marked or stamped "FINAL" by Requestor's professional engineer.

2. **Design Request Form. All Services to be performed by Uponor shall be documented in the Design Request Form and signed by authorized representatives of both parties. If a Design Request Form or any documentation provided to Uponor by Requestor contains any terms that are inconsistent with these Terms and Conditions or purports to supersede these Terms and Conditions, such documentation shall be of no force or effect and these Terms and Conditions shall govern.**

3. **Data.** Requestor shall provide Uponor with such information, specifications, data and other information ("Data") as may be required or requested by Uponor in connection with the provision of Services. **The failure to provide Uponor with Data on a timely basis will impact the timing of the delivery of Services and the quality of Services.** Failure by Requestor to provide Uponor with sufficient or accurate Data, in Uponor's sole discretion, shall give Uponor the right to refuse to proceed with Services or terminate these Terms and Conditions.

4. **Changes.** Requestor shall not require, and Uponor shall have no obligation to provide, Services or materials not set forth in a Design Request Form. Either Requestor or Uponor may propose changes to an executed Design Request Form, provided however that, except as specifically provided herein, any change to a **Design Request Form shall be effective only if it is reflected in a written change order ("Change Order") and signed by authorized representatives of both parties.**

5. **Completion.** Services will be deemed completed when the deliverables set forth in the applicable Design Request Form are delivered to Requestor.

6. **Fees and Expenses.** Requestor shall pay Uponor a fee for the Services ("Fee"), as set forth on the applicable Design Request Form. Requestor shall reimburse Uponor for any travel or other expenses incurred by Uponor in the course of its performance under this Agreement. Travel expenses include transportation, meals, lodging, parking, tolls and other direct expenses of travel. All such expenses shall be subject to the prior approval of Requestor.

7. **Invoices and Payment.** Uponor shall invoice Requestor for and Requestor shall make payment to Uponor of any Fees prior to Uponor commencing Services. Any additional or extra Fees or expenses incurred by Uponor in the performance of Services will be invoiced to Requestor. Requestor shall pay each invoice via Uponor online service center site in full prior to any Services being performed or within ten (10) days of the date of the invoice. All late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annually) simple interest until paid, or the maximum amount provided by law, whichever is less. Uponor may refuse to perform Services or suspend performance on any Services in the event an invoice is not paid prior to commencement of Services or is past due.

8. **Intellectual Property.** All works of authorship or invention that Uponor may create, deliver or otherwise disclose to Requestor in the scope of Uponor's performance under these Terms and Conditions are and shall remain Uponor's intellectual property. Uponor hereby grants to Requestor a limited, non-exclusive and perpetual license to use such works solely for the purpose described in the applicable Design Request Form and for Requestor's own internal business purposes. Uponor makes no claims to any of Requestor's intellectual property rights in works disclosed to Uponor by Requestor in the scope of Uponor's performance of Services.

9. **Term.** These Terms and Conditions are effective as of the date signed by Requestor and will continue in effect for so long as there are any pending Services which are the subject of Design Request Forms or Change Orders.

10. **Termination.** In addition to any right or remedy a party may have, either party may terminate these Terms and Conditions and any Design Request Form and related Change Order, with or without cause, upon thirty (30) days advance written notice to the other party; provided, however, that these Terms and Conditions shall remain in effect so long as there are any pending Services. In the event of any termination or expiration of these Terms and Conditions, Requestor shall immediately pay Uponor for any Fees or expenses due. In the event of any termination or expiration of this Agreement those sections of these Terms and Conditions that would normally survive termination or expiration shall continue in full force and effect.

11. **Confidentiality.**
    a. **Confidential Information.** In the course of the provision of Services, each party (the "Disclosing Party") may disclose information that is of a proprietary or confidential nature which the other party (the "Receiving Party") knows or reasonably should know that the Disclosing Party considers such information to be proprietary or confidential ("Confidential Information"). Confidential Information may include, but is not limited to, drawings, designs specifications, source code, algorithms, technical data, know-how, instructional and operating manuals, financial and marketing and sales information, and other documents, and information, whether or not trade secrets under applicable law. The parties agree that the terms of these Terms and Conditions shall constitute each other's Confidential Information.

    b. **Restrictions on Disclosure and Use.** The Receiving Party shall not at any time, either during or after the term of this Agreement or after its expiration, publish, disclose or otherwise divulge any Confidential Information to any person without the prior written consent of the Disclosing Party. The Receiving Party shall not use any Confidential Information, except for the express purposes for which it was disclosed. The restrictions on disclosure and use of Confidential Information shall not apply or shall cease to apply to information which (a) is already known to the Receiving Party through lawful means as shown by the Receiving Party's records, (b) is or becomes publicly known through no wrongful act of the Receiving Party, (c) is independently developed by the Receiving Party without benefit of the Confidential Information, or (d) is received from a third party free to make such disclosure without breach of any legal obligation.

    c. **Return of Materials.** Uponor reserves the right to retain copies of all confidential information for its records and future revisions.

12. **Representations and Warranties.** All Services are provided on an "AS IS" basis without warranty of any kind. Uponor makes no representations or warranties with regard to any designs, plans, estimates or recommendations and specifically disclaims any express or implied warranties relating to the Services.

13. **Limitation of Liability. Uponor disclaims any responsibility for losses, expenses, inconveniences, or other damages arising or resulting in any manner from your reliance on preliminary (non-finalized) designs, plans, estimates or recommendations prepared by Uponor.** Reliance on preliminary (non-finalized) plans for construction/installation using Uponor products will void Uponor's standard product warranties. IN NO EVENT SHALL UPONOR BE LIABLE TO REQUESTOR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL UPONOR'S ENTIRE LIABILITY TO REQUESTOR FOR CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS AND CONDITIONS EXCEED THE AMOUNT ACTUALLY PAID BY REQUESTOR TO UPONOR HEREUNDER IN THE THREE MONTHS PRECEDING THE CLAIM.

14. **Indemnification.** Requestor shall defend, indemnify and hold harmless Uponor, and its officers, directors, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities, judgments, awards, settlements, damages, costs and/or expenses (including without limitation, reasonable attorneys' fees and expenses) to the extent that any of the foregoing arises out of or relates to: (a) the negligence, misrepresentation or other misconduct of Requestor; (b) any acts or omissions of Requestor with respect to its failure to provide accurate or timely Data to Uponor or (c) arising out of or related to the use of plans, designs, estimates or recommendations prepared or made by Uponor. Uponor agrees to notify Requestor of any claim of which it is aware that is subject to indemnification, to give Requestor the opportunity to defend or negotiate a settlement of any such claim at Requestor's sole expense, and to cooperate reasonably with Requestor, at Requestor's sole expense, in defending or settling such claim. If Requestor does not assume the defense of a claim that it has been given notice about within a reasonable time, Uponor may assume the defense and settlement of that claim.

15. **General Provisions**
    a. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail, or by overnight delivery, registered or certified, postage prepaid with return receipt requested. Mailed and overnight delivery notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this Section 15 a. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three days after mailing, and notices sent by overnight delivery/express courier will be deemed communicated as of the first business day after sending.

    b. **Independent Contractors.** The parties to this Agreement are independent contractors for all purposes of this Agreement, and nothing contained in this Agreement shall be deemed to create, or construed as creating, a joint venture, partnership, franchisor-franchisee or employer-employee relationship between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party shall have the power or authority to bind the other, nor shall either party misstate or misrepresent its relationship hereunder. Requestor has no power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of Uponor, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of Uponor, or to transfer, release, or waive any right, title or interest of Uponor.

    c. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment made without such prior consent shall be void and ineffective.

    d. **Force Majeure.** Uponor shall not be liable to Requestor for any failure or delay caused by events beyond Uponor's control, including governmental acts, riot, war, terrorism, sabotage, Requestor's failure to furnish necessary information or materials, error in third party materials, failures or delays in transportation or communication, acts of God, failures or substitutions of equipment, labor disputes, accidents, unforeseen resignations or illnesses of personnel, shortages of labor, fuel, raw materials, or equipment, or technical failures.

    e. **Waiver.** The failure of a party to exercise the rights granted to it upon the occurrence of any default or breach shall not constitute a waiver of any such right by such party upon a reoccurrence of the same or a similar breach or default or the occurrence of any other default or breach.

    f. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles. Any lawsuits arising out of or relating to this Agreement shall be brought solely in the federal or state courts located in Dakota County, Minnesota, and both parties expressly consent to the convenience, venue and jurisdiction of such courts.

    g. **Entire Agreement of the Parties; Modifications.** This Agreement, together with any associated Design Request Forms, Exhibits and Change Orders, contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. **For purposes of clarification, this Agreement is separate from, and not intended to supersede, any distribution or related agreements between Requestor and Uponor. Any modification or amendment of these Terms and Conditions or to a Design Request Form will be effective only if it is in writing and is signed by authorized representatives of both parties.**