

BRYAN BOILERS

**MANUFACTURER'S
REPRESENTATIVE**

**POLICY
MANUAL**

**BRYAN BOILERS / BRYAN STEAM LLC
783 NORTH CHILI AVENUE
PERU, INDIANA 46970
PHONE: 765.473.6651 • FAX: 765.473.3074
EMAIL: bryanboilers@iquest.net
INTERNET: www.bryanboilers.com**

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BRYAN BOILERS / BRYAN STEAM LLC

DEPARTMENT LISTING

COMPANY OFFICERS

PRESIDENTDale Bowman
VICE PRESIDENT / PLANT MANAGER.....Don Sturch
CORPORATE SECRETARY / CONTROLLER.....Kurt Krauskopf

DEPARTMENT MANAGERS

MATERIALS MANAGEREd Bender
PURCHASINGDan Tyler
SALES / MARKETINGDick Holmquist
ENGINEERINGGreg Minard
QUALITY CONTROL.....Kelly Stephens
HUMAN RESOURCES.....Sandy Mitting

ENGINEERING DEPARTMENT PERSONNEL

ENGINEERING SECRETARY.....Kyle Eckerley
SERVICE ADMINISTRATORPhil Lane
PRODUCT DEVELOPMENT ENGINEER.....Tom Moore
LAB TECHNICIANJon Wahlig
.....Kyle Wilcox

SALES DEPARTMENT PERSONNEL

SALES SECRETARYTricia Crowe
AREA ADMINISTRATORRobert "Bob" Sutero
AREA ADMINISTRATORRon Guth
SPECIAL PRODUCTS MANAGERBryan Eckerley
PARTS ADMINISTRATORRena Walker
TRAFFIC ADMINISTRATOR.....Toni Buffington

CORPORATE DEPARTMENT

RECEPTIONIST.....Suzy Williams
COST ACCOUNTANTBeth Barker
ACCOUNTANT

***PERSONNEL CAN BE REACHED VIA EMAIL BY USING THE FIRST INITIAL, LAST NAME,
FOLLOWED BY @BRYANSTEAM.COM***

EXAMPLE: dholmquist@bryansteam.com

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BRYAN BOILERS / BRYAN STEAM LLC

CONTACT LISTING

TYPE OF ASSISTANCE REQUIRED: **CONTACT PERSON:**
CORPORATE ISSUES **Dale Bowman** – President

INTERNATIONAL SALES/MARKETING ISSUES **John Beck** - Burnham Intl.-
jbeck@burnham.com
Burnham International P: 717-239-7602
1812 Colonial Village Lane F: 717-239-7620
Lancaster, PA 17601

DOMESTIC SALES ISSUES **Bryan Steam Sales Department**
National Sales & Marketing Manager **Dick Holmquist**
Special pricing authorization, inter-territory job co ordinations, sales performance appraisals
Area Administrators **Bob Sutero ***
..... **Ron Guth**
Accessory Products Line Manager **Bryan Eckerley ****

* *Boiler products – quotations, pricing selection verification, application, order entry assistance, submittals, and order status information*

** *Accessory products – quotations, pricing selection verification, application, order entry assistance, submittals, and order status information*

Customer Service Administrator **Phil Lane**
All products – field service questions and assistance

DOMESTIC MARKETING ISSUES **Bryan Steam Sales Department**
National Sales & Marketing Manager **Dick Holmquist**
Individual marketing assistance, local trade show meetings and promotion planning/assistance
Literature Clerk **Heidi McVay**
All products – literature, submittals, O & M manuals, and mailings
Sales Secretary **Tricia Crowe**

All products – specification credit, quotation follow-up, and directory changes
Parts Administrator **Rena Walker**

All products – parts selection, pricing, and delivery information
Traffic Administrator **Toni Buffington**

All products – delivery information

CREDIT BILLING/ACCOUNTS RECEIVABLE/PAYABLE **Bryan Steam Accounting Dept.**
Corporate Secretary / Controller **Kurt Krauskopf**
Cost Accountant **Beth Barker**
Accountant

Coordinates all credit billings, accounts receivable, and accounts payable

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BRYAN BOILERS / BRYAN STEAM LLC

*SALES REPRESENTATIVE LIST
AREA ADMINISTRATORS*

BRYAN ECKERLEY – ACCESSORY PRODUCT LINE MANAGER

**EASTERN
AREA ADMINISTRATOR
BOB SUTERO**

Atkinson & Lawrence
Buckpitt & Company
Cape Sales, Inc.
Combustion Equipment
Comins & Bral
Commercial Products Corp.
Consolidated Equipment
Cummins-Wagner Co.
Energy Products
James S. Gunst Co.
Robert W. Hayes Co.
Robert F. Hooker Co.
Jared & Associates, Inc.
Johnson & Scott, Inc.
Kress Engineering
Kevin McGovern Associates
PM Equipment Co.
Parson & Sanderson
Peacock Sales
R World Enterprize Co.
Rodwick Inc.
W. C. Rouse & Sons, Inc.
Robert W. Stott & Associates
TMI Sales
Thornton & Associates
Vermont Boiler Specialists
E. J. Walsh & Company
AB Young Company Inc.

**WESTERN
AREA ADMINISTRATOR
RON GUTH**

Austin Mechanical Sales
Barnhart – Taylor
Barr Mechanical Sales
Behrmann Co.
Blackmore and Glunt
Boone & Boone Sales
The Brose Company
Cypress Sales
W. Dalton Energy Corp.
Energy Sales Inc.
Flow Products
IDC Associates
Industrial Systems
C.H. McGuinness Co.
John R. Neal & Associates
Nothart Engineering Sales Ltd.
B.G. Peterson Co.
Proctor Sales Inc.
Ryan Company
Saddleback Energy Systems
Specialty Hydronics
Starr & Company
A Waldrep Company
Wichita Burner
J. Wilcox Sales Co.
Wisconsin Mechanical

PARTS ADMINISTRATORS: RENA WALKER

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REPRESENTATIVE SALES AGREEMENT

SALES AGREEMENT between BRYAN BOILERS/BRYAN STEAM, LLC, hereinafter called the Company, and _____ hereinafter called the Representative.

1. GENERAL -- This Agreement supersedes any and all previous agreements made between the Company and the Representative. No person other than an Officer of the Company has authority to sign, modify or waive any of the provisions of this Agreement.

The following forms, copies of which are appended hereto, are an integral part of this Agreement: Form No. 1521, Appendix 1 - Order and Commission Terms; Form No. 1522, Appendix 2 - Products and Territory; Form No. 1519, Appendix 3 (if applicable) - Optional Payment Terms; Form No. 2077 - Conditions of Sale, and Form No. 1440 - Warranty Implementation and Field Service Policy.

2. OBLIGATION -- At all times during the term of this Agreement, the Representative agrees to devote its best efforts to the solicitation of orders for the Company in the exclusive territory assigned to it, and to provide for adequate service on any and all such products and equipment existing presently or hereafter installed in its territory.

3. PRODUCTS AND TERRITORY--The products and exclusive territory in which the Representative agrees to the solicitation of orders for the Company are described in Appendix 2 to this Agreement.

4. RELATIONSHIP -- It is mutually agreed that the relationship of employer and employee does not exist, and that the Representative shall function only as an independent contractor working under its own supervision, but within the territory described in Appendix 2. The Representative is entirely free to decide upon the mode and manner to be used in effecting sales in its territory, but shall at all times follow Company policies and shall not make any recommendations, guarantees or warranties with respect to the products it is privileged to sell, except such as are authorized by the Company in writing. Except as provided herein, the Company shall possess no right to control or direct the sales activities of the Representative.

5. RESPONSIBILITIES -- The Representative shall be responsible for its acts in the same manner as the Company is responsible for its acts.

6. BILLING OPTION -- The Representative shall have the option to purchase the assigned product for resale or arrange for direct sale and billing from the Company to the purchaser. Regardless, all details as to policy and commissions shall remain the same.

7. COMMISSIONS -- The Company shall pay to the Representative as its entire compensation for efforts in the Company's behalf within the terms and conditions of this Agreement a commission on shipments made for which the Company receives cash payment in full. The rates and payments of commissions due and general terms and conditions regarding such commissions earned on payments received by the Company are set forth in Appendix 1 - Order and Commission Terms, appended to this Agreement.

8. SPECIFICATION CREDITS AND SHIPMENTS INTO OTHER THAN ASSIGNED TERRITORIES -- The Company shall pay commissions on all those sales made, and when cash payment in full has been received by the Company, when such sales result from efforts involving more than one Representative, and on those sales where an order is secured in one territory and the equipment is installed in another territory. The disbursement and allocations of such payments or credits shall be made on the following divisions:

(a) One-third to the Representative responsible for securing a firm specification (Specification Representative) for any product of the Company it is authorized to represent. A specification will be normally considered firm only when the Company is the only manufacturer named in the specification, or when the model number or codes of the Company's products are used for reference with others, such as "Model CL-210 or equal." The mere mention of the Company's name along with the names of several other manufacturers shall not be usually deemed sufficient for specification credit purposes. The Representative is responsible for informing the Company of such specifications prior to the time jobs are let out for quotation requests. All or part of specification credit may be allowed under certain special conditions other than above, as adjudged by the Company.

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BRYAN BOILERS / BRYAN STEAM LLC

REPRESENTATIVE SALES AGREEMENT (cont)

(b) One-third to the Representative in whose territory the order is secured (Order Representative). For purposes hereof, a central purchase order issuing point shall not be deemed as necessarily being the order origination point. A central purchase order issuing point is defined within the context of this Agreement as meaning any organization issuing purchase orders as a matter of routine for any or all of its operations, regardless of their location. In such cases, the Representative is obligated to show it has influenced the placing of such orders and is responsible for keeping the Company informed of all such efforts so that proper determinations and allocation of commission credits earned can be made.

(c) One-third to the Representative in whose territory the equipment is installed (Destination Representative).

(d) If no firm specification exists for an order secured in one territory and shipped into another territory, the Representative in whose territory the order was secured shall be credited with two-thirds of any commission due and the Representative in whose territory the equipment is installed shall be credited with one-third of the commission due.

(e) All commissions due, splits and divisions thereof, are based on net commissions due, which is the amount calculated as being the difference between the Representative's actual selling price and the Representative's costs, after deductions for possible freight, taxes, startup and any other charges applicable to such order. Any amount in the order figured as a startup or similar service charge shall be credited to the Representative assuming that responsibility, normally considered to be the Representative in whose territory the equipment is installed. Such startup and similar service charges must be arranged prior to sale, agreed to by the Order Representative and the Destination Representative, and shown in the pricing breakdown on Form 1060.

(f) Any payable commissions will only be dispersed within (3) three years of shipment.

9. COMMISSION DISBURSEMENTS -- All commissions credited and earned under the terms of this Agreement shall normally be allocated and disbursed directly by the Company to the respective Representatives. In those cases where the Representative purchases directly from the Company, but the equipment is to be installed in the territory of another Representative and/or the Specification Representative is in another territory, the purchasing representative shall inform the Company of the complete pricing breakdown and selling price, including any and all freight estimates and startup and service charges, so that the Company can properly allocate commission credits earned and charge the proper amount to the purchasing Representative at the time of such transaction. A copy of the customer's purchase order must also be furnished the Company, along with his own purchase order. In those cases where split commission disbursements by the Company work a hardship on the Representative, such as Representatives residing in and doing business in countries other than the U.S.A., the manner of commission disbursements can be mutually agreed upon by the respective Representatives involved in a manner most equitable to each other, approved by the Company.

- 10. COMMISSION POLICY** -- The Company reserves the right to be the final authority in any disputes arising in the implementation and interpretation of commission policy.
- 11. ORDER HANDLING AND FOLLOW-UP PROCEDURES** -- Once an order is placed, all successive correspondence and other contacts shall be carried on by the Company only with the Order Representative. This includes handling of changes, submittals, approvals, collections and other details.
- 12. ORDER ACCEPTANCE** -- All orders are subject to acceptance by the Company at its principal place of business. On orders placed with the Company by the Representative which are to be invoiced to the customer other than the Representative, the Representative shall furnish the Company a copy of that customer's purchase order. When such purchase orders are not forthcoming, the Company reserves the right to refuse acceptance of such order or to conditionally accept such order, pending receipt of the customer's purchase order. The Company agrees to fill all orders accepted by it with reasonable dispatch, but failure on its part to do so from any cause shall not make the Company liable for any commission thereon. All orders fully or conditionally accepted by the Company are subject to the Conditions of Sale, Form No. 1380, appended hereto.
- 13. CANCELLATIONS** -- The Company reserves the right to assess cancellation charges on all orders either fully or conditionally accepted by the Company and subsequently canceled. The allocation and collection of such charges shall be based upon equitable charges and costs incurred by the Company through such time as a cancellation notice is received by the Company. Cancellation charges shall be on a net cost basis with no commission credits earned or disbursed thereon

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BRYAN BOILERS / BRYAN STEAM LLC
REPRESENTATIVE SALES AGREEMENT (cont)

14. **EXPENSES** -- All expenses normally and incidentally incurred by the Representative in the course of its performance under the terms and conditions of this Agreement shall be borne directly by the Representative, including any expenses for provision of service and those connected with any office maintained either at its place of business, residence or other. A Representative requesting engineering or other direct service assistance from the Company, such assistance shall be billed directly to the Representative at a price agreed to at the time the request is made. Where such service is requested to be provided to a customer by the Company, the Representative is obligated to present a bona-fide purchase order from the customer authorizing such service. Such service orders accepted and discharged by the Company are on a net cost basis and no commission credit is earned or disbursed thereon.
15. **SPECIAL WORK** -- Any engineering or experimental work performed by the Company for others on a fee basis shall not be deemed a sale nor shall any commission credit be allocated or disbursed in connection therewith.
16. **OEM & SPECIAL ACCOUNTS** -- The Company reserves the right to manufacture and sell items for use on and as an integral part of another manufacturer's product. All business resulting from such activity will be handled by the appropriate Company executives and no commissions will be credited to the Representative for any such business secured by the Company, unless by special arrangement, or where that business develops as a result of that representative's activities.
17. **QUOTATIONS & ORDERS ACROSS TERRITORIES** -- The Representative shall issue quotations for the Company's equipment it is authorized to represent only to those customers located within its own territory and shall not solicit or accept orders for the Company's equipment from customers located outside its territory. Requests for quotations originating from customers in other territories shall be referred to the Representative of the territory in which the request for quotation request originates, along with the Company, and all other parties having mutual interest, should be informed concerning all special requirements, startups and service fees applicable to such quotation. In cases where there is a division of effort, such as origin of specification, job location, service and Representative receiving the order, the Company shall be the final authority in the determination of commission credits.
18. **COMPANY ASSISTANCE** -- The Company will assist the Representative by correspondence to the trade and other appropriate purchase and specification influences, through advertising and other sales promotion activities and will furnish the Representative with any leads or other helpful information obtained through these activities. In return, it is understood the Representative will keep the Company advised as regards developments in the territory and furnish any information helpful to the Company. The Company will furnish the Representative copies of all correspondence to the territory.
19. **RETURNED GOODS AND ADJUSTMENTS** -- On any commission paid or granted upon goods previously sold and shipped and subsequently returned to the Company for credit, such amount shall be charged against the commission credits earned account of the Representative. Except in cases where it is clear that the Company's best interests are served by accepting return of goods, the Company will not agree with any customer to allow return of any goods until agreement has been made with the Representative that this is desirable, subject to the Warranty Implementation & Field Service Adjustment Policy, Form 1440, appended hereto.
20. **PROGRESS PAYMENTS** -- The Company reserves the right to request and fix progress payment terms on any or all orders presented to the Company for acceptance.
21. **NOTICES** -- Except as otherwise provided herein, the Company shall promptly notify the Representative of any changes in prices or discounts and the Representative shall have a period of time as stipulated in such notification to close any sales on any quotations outstanding at the time of said notice, provided further that special arrangements may be made by mutual agreement.
22. **PRIVILEGE AND DISCLOSURE** -- In all events, both parties hereto shall make every reasonable effort to avoid disclosing to third parties information concerning the business affairs of either. Upon the termination of this Agreement pursuant to its terms, the Representative shall deliver to the Company, if requested, all catalogs, literature, price lists, and all other file records pertaining to the Company's business.
23. **OTHER PRINCIPALS** -- The Representative shall furnish the Company a list of other principals he represents and territories covered for each prior to the time this Agreement is signed. Further, the Representative agrees to furnish the Company a list of such principals when requested during the term of this Agreement and at such times new principals are added or current principals deleted. The Representative will agree to represent no other company in the sale of any type boilers, as well as any other products similar to those manufactured by Bryan, without express written agreement from the Company.

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BRYAN BOILERS / BRYAN STEAM LLC

REPRESENTATIVE SALES AGREEMENT (cont)

- 24. SEVERANCE** -- The provisions of this Agreement are severable. If any provisions in this Agreement shall contravene or be invalidated under the laws of a particular state or jurisdiction, such contravention or invalidity shall not invalidate the entire Agreement and the Agreement shall be understood as if not containing the particular provision or provisions held to be invalid and the remaining provisions shall be construed and enforced accordingly.
- 25. TERMINATION** -- This Agreement shall become effective from the date of acceptance and thereafter until either party elects to terminate in accordance with the following terms and conditions:
- (a) Either party may terminate this Agreement at any time after the original agreement period, giving to the other party thirty days written notice of its intention to cancel.
 - (b) This Agreement is restrictive in character in that in the event of the death or other incapacity of the major principal(s), a major change in ownership of, or a dissolution of the Representative's organization
 - (c) Irrespective of the form in which the Representative conducts its business, such occurrence shall terminate this Agreement unless the Company elects otherwise in writing.
 - (d) In the event of the termination of this Agreement, commission credit shall be allocated and disbursed in accordance with the terms and conditions of this Agreement and continue as follows:
 - a. Full commission credits shall be earned and disbursed on all orders accepted by the Company within sixty (60) days after formal written notice of termination, provided that such orders are requested to be shipped within 150 days after effective date of termination and cash payment in full is received by the Company. Any collection costs or interest fees shall be deducted from commissions.
 - (e) Upon termination of this Agreement, and prior to the Company disbursing final commission credits earned, any and all files as described in Paragraph 22, and any other Company property, shall be returned to the Company immediately.
 - (f) The Company shall be under no further obligation to the Representative following the final disbursement of commissions earned.

Accepted this ____day of _____, 19__.

ORGANIZATION

By: _____

BRYAN BOILERS/BRYAN STEAM LLC

By: _____

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BRYAN BOILERS/BRYAN STEAM LLC

ORDER AND COMMISSION TERMS

Pursuant to the Agreement between Bryan Boilers/Bryan Steam, LLC, the Company, and _____, the Representative, dated _____, the manner and form in which orders will be received and accepted by the Company and the commissions payable thereon shall be determined and disbursed as follows:

1. Each order must be accompanied by a copy of the customer's purchase order, along with a copy of the Company's Order Data Sheet, Form 1060, a copy attached to this Appendix. The Order Data Sheet must be completely filled in, including price computation for the basic equipment ordered, along with each accessory item. For those Representatives who purchase for resale, the final selling price must be noted.
2. Commissions earned or Representative's costs for all units are based on a discount from published list prices.

Commission earned is computed to be the net difference between the Representative's cost and invoice price, but remains subject to the same terms and conditions as appear elsewhere in this Agreement.

The above schedule of commissions and discounts applies only to those products authorized by the Company under this Agreement.

3. The Company shall disburse payments to the Representative of all commission credits due said Representative within 30 days after receipt of payments due in full from the customer, but excluding those which are in dispute. Such payment shall include any and all lump sum prices quoted and charged the customer, but excluding those funds which are subject to division or withheld under the terms and conditions of this agreement. A copy of all applicable invoices shall be forwarded to the Representative with each disbursement payment.

Commission payments to the Representative shall not be made if his own account with the Company is not current.

4. The Representative may elect to buy and sell on his own account for resale to another, in which case he assumes invoicing his own customer. Such purchases are on a Representative's net cost basis, which is the published list price less the discount. Any or all such discounts from published list prices allowed the Representative are deemed commissions earned and paid with no further commission accruing.

The Company shall invoice the Representative directly for all such purchases, allowing customary cash payment terms prevailing at the time such invoice is issued. Cash payment discounts are allowed only if the Representative's overall account is completely current. It is understood that the invoice cost to the Representative shall include any or all applicable charges accruing to a particular order, including freight allowances, any local, state or other taxes due or assessed. In the event such purchases are shipped into the territory of another representative, or the sale is the result of a specification from the effort of another representative, the Company shall charge the purchasing Representative an appropriate commission credit due the other representative(s), as well as those fees for startup or other service to be performed as previously and mutually agreed upon by the other representative(s).

5. All payments on invoices tendered by the Company are due within thirty (30) days after invoice date and subject to the "Terms and Conditions of Sale", Form 2077, an appended part of this Agreement. All invoices shall be considered overdue if payment is not received within thirty (30) days of the invoice date. All invoices that remain unpaid more than thirty (30) days after invoice date shall be subject to an appropriate interest carrying charge on the full amount of invoice value due. Such carrying charges shall begin after the thirtieth (30th) day from invoice date and continue until payment has been received in full.

The Company reserves the right to withhold shipments to any customer where either the customer's or the Representative's account is past due.

6. The Company reserves the right to set purchase credit limits from time to time, as required.

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ORDER AND COMMISSION TERMS (cont)

7. Commission credit shall be deemed earned and payable to the Representative at such time as the Company receives cash payment in full due from the customer, including any or all freight, local, state or other taxes due or assessed, and any other related charges and costs. In the event any such charges and costs are placed in dispute by the customer and/or such funds due the Company are withheld by the customer, the Company reserves the right to withhold payment of the entire commission credit earned on such sales until such time as payment is received in full or disputes are resolved to mutually agreed upon terms.
8. No commission credit shall be deemed earned and payable on any transaction where funds due the Company are turned over to a third party for collection.
9. Commissions earned on sales for all units of spare or replacement parts are based on a discount from published list prices. Except that no discount from published list prices shall be allowed and/or no commission credit shall be deemed earned and payable on any orders where the contractor list price value is \$49 or less, excluding freight, taxes, and any or all other applicable charges.
10. The Company reserves the right to set minimum billing terms from time to time, as required.
11. The Company reserves the right to withhold or extend credit.
12. The Representative may extend a guarantee of payment for its customer, provided that all such guarantees are received by the Company in writing from the Representative. The Representative assumes full liability for all such guarantees of payment accepted and acknowledged by the Company.

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PRODUCTS AND TERRITORY

This Appendix, pursuant to the Agreement between Bryan Boilers/Bryan Steam, LLC, the Company, and _____, the representative, dated _____, describes those products of the Company, its subsidiaries or affiliates, for which the Representative is authorized to solicit orders for which his sole compensation shall be commissions earned within the terms and conditions of this Agreement, and the territory in which such activities shall be confined.

PRODUCTS: Those standard products presently manufactured by Bryan Steam, LLC incorporated in the Architects and Engineers Manual effective _____(Form 2059)

TERRITORY:

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PHONE: 765.473.6651 * FAX: 765.473.3074
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TO: CREDIT MANAGER
BRYAN BOILERS/BRYAN STEAM LLC

SUBJECT: OPTIONAL PAYMENT TERMS

We will do all of our own billing to the purchaser and wish to take advantage of the preferred prompt payment discount arrangement of 3%, rather than the 1% cash - ten days, as noted on "Terms and Conditions of Sale", Form 2077. All invoices will be paid and the account will be completely current by the 10th day of the month following the invoice date. (Any invoice dated after the 25th of the month will be considered as having been invoiced the following month.)

Where a split territory commission is involved, we will include a copy of the customer's purchase order and indicate the breakdown of the selling price. Breakdown will include any appropriate freight charges, startup and service charges, and any other miscellaneous charges, so that proper inter-agency credits can be given.

Date: _____

Signed: _____

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CREDIT APPLICATION

Individual or

Company Name _____

Street Address _____

Mailing Address _____

City _____ State _____ Zip Code _____

Business Phone () - _____

Business Fax () - _____

Type of Ownership:

[] Corporation

[] Partnership

[] Individual

Date Business Started _____

FINANCIAL INFORMATION:

Current Balance Sheet and Operating Statement must be attached

COMPANY OFFICERS:

Name

Title

REFERENCES:

Bank Name _____ Phone () - _____

Address _____

Account

Account Officer _____ Number _____

Supplier's Name Address Phone and Fax numbers

1. _____ () - _____

_____ () - _____

2. _____ () - _____

_____ () - _____

3. _____ () - _____

_____ () - _____

4. _____ () - _____

BRYAN STEAM LLC
783 NORTH CHILI AVENUE
PERU, INDIANA 46970
PHONE: 765.473.6651 * FAX: 765.473.3074
www.bryanboilers.com

CREDIT APPLICATION

(Continued)

COMMERCIAL JOB INFORMATION:

Job Name: _____ Owner's Name: _____
Address: _____ Address: _____
Telephone: _____ Telephone: _____

General Contractor _____ Type of Construction:
Address _____ New Construction
Telephone: _____ Replacement

BONDING INFORMATION:

Is the job bonded? _____ **If so, please attach a copy of the executed payment bond.**
Name of Surety _____
Address _____

TERMS OF SALE:

Terms of sale are Net 30 days from shipment date.
For orders over \$100,000, progress payments are required prior to shipment

APPLICANT'S AUTHORIZATION & AGREEMENT:

In support of this application, Bryan Steam, LLC, Inc. or Veritas Business Information, Inc., our agent is hereby authorized to obtain information from our banks and other firms with whom we do business. Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on Bryan's invoice. Terms of sales are calculated from invoice date. Invoice date coincides with the date of shipment. It is understood that all orders are subject to the ongoing approval of Bryan's Credit Department, and that should Bryan find it necessary to obtain assistance in collecting any past-due balances, we agree to pay a service charge of 1.5% per month or, largest amount allowed by law, and all attorney, collection and court fees. Service charges are calculated from due date of invoice.

Our contract is with the owner, and we have not agreed to a no lien contract. We understand Bryan Steam, LLC has lien rights on this job if full payment is not made within Bryan's terms of sale. Applicant does hereby expressly and irrevocably waive any notice and/or hearing which may be required for prejudgment remedies under Statutes of State law where material is installed.

We agree to inform Bryan promptly of any material change in the condition of this company and of any changes in the management or ownership structure and to update the information on this application when requested to do so.

This agreement governs all terms and conditions and overrides any and all previous agreements. Any changes to these terms must be in writing and signed by both parties.

This agreement and our relationship with Bryan is subject to the laws of the State of Indiana and any dispute arising from this relationship will be litigated by the Courts of Indiana at Bryan's option.

Officer's Name _____ Officer's Signature _____

Company Name _____ Date _____

Return to: Bryan Steam, LLC
Credit Department
P. O. Box 3245
Lancaster, PA 17604
Phone: (717) 293-5870
Fax: (717) 293-5871

7/17/00

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TERMS AND CONDITIONS OF SALE
BRYAN BOILERS
("Seller")

Form 2077
Date 01/01/00

PRICES AND TERMS OF PAYMENT

- A. Prices quoted are firm for no more than 30 days from the date of quotation, subject to any conditions stated in Seller's quotation or in an order submitted by Buyer and expressly accepted in writing by Seller. Seller will not be bound by any price sheet or quote other than a price quote signed by an authorized representative of Seller.
- B. Prices on orders accepted by Seller are firm, to the extent stated in the accepted order, subject to the following:
 - 1. The purchase order must provide for shipment within six months of the date of the purchase order.
 - 2. Any shipment made more than six months after such date is subject to a price adjustment, at Seller's sole discretion, to the Seller's price in effect at the time of shipment, which will not exceed 125% of the price on the acknowledged purchase order
 - 3. Any shipment more than 12 months after the date of the purchase order will be invoiced at Seller's price in effect at the time of shipment.
- C. On orders having a total price of less than \$100,000 payment will be due "net 30 days" from date of shipment, unless otherwise specifically agreed by Seller. On orders having a total purchase price of \$100,000 or more, terms are 10% with order, 40% upon Seller's receipt of Buyer's approval of drawings, 45% within 30 days after shipment and 5% at start-up of the products or within 90 days after shipment, whichever occurs sooner.
- D. The price of parts, components, and other items not manufactured by Seller is subject to adjustment by Seller to reflect price changes by Seller's suppliers.
- E. Orders accepted by seller are subject to credit investigation and approval. If Buyer's financial condition at any time does not justify the terms specified, Seller may require full or partial payment as a condition to commence or continue to manufacture, or in advance of shipment or, if shipment has been made, recover shipment from the carrier. A service charge of 1-1/2% per month will be added to all accounts 30 days past due.
- F. Any tax or government charge now or hereafter leveled upon the production, sale, use, or shipment of products ordered or sold will be charged to and paid by the Buyer, unless the Buyer has provided Seller with a tax exemption certification acceptable to the applicable taxing authorities. Such taxes are not covered in the selling price unless expressly stated on the quotation form.

SECURITY INTEREST

Notwithstanding transfer of title to Buyer, the Seller retains and the Buyer hereby grants to the Seller a purchase money security interest in all products sold, and Buyer hereby irrevocably appoints Seller as its attorney-in-fact to execute and deliver, in Buyer's name, any such financing statements or other documents as may be necessary under the Uniform Commercial Code or other applicable laws governing the items sold herein to perfect Seller's interest therein.

Buyer will obtain and maintain insurance against loss or damage naming Seller as an additional insured in an amount sufficient to protect Seller's interest in all products until the purchase price has been paid in full.

CHANGES, ORDERS, AND CANCELLATION

Seller may adjust the selling price to cover any requested change in specifications or other terms after receipt of the Buyer's order. Orders accepted by Bryan Boilers shall not be canceled by the Buyer except at Bryan's sole discretion. In the event of any cancellation, Bryan reserves the right to impose a cancellation charge sufficient to cover all losses and out-of-pocket cost incurred by Seller in connection with such order, including materials and labor charges and cancellation charges from vendors, plus a cancellation charge of 20% of the original face amount of the order to compensate Seller for its lost profits.

RETURNED GOODS

Products may not be returned for refund or credit after Buyer has agreed to accept them. Inspection by a Seller representative may be required before return authorization is granted. A minimum restocking and handling charge of 25% (plus the cost of any missing parts or components and inbound freight) will apply to all such returned products. All transportation charges for returned products must be paid by Buyer.

TRANSPORTATION TERMS AND CLAIMS

Unless otherwise stated on Seller's quotation form, all prices are F.O.B. Seller's shipping point. Delivery to the initial carrier shall constitute delivery to the Buyer. Seller's responsibility ceases and title to the goods passes, subject to Seller's security interest, upon delivery in good order to such carrier, and all products are shipped at the Buyer's risk. The Buyer agrees to examine all deliveries carefully before signing transportation receipts. If products are visibly damaged, the Buyer shall require that written confirmation of the damage be noted on the carrier's delivery receipt and confirmed by the driver for the carrier. If damage is discovered after unpacking, the carrier shall be notified at once so that an inspection can be made and the claimed damage substantiated by the carrier

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FORCE MAJEURE AND STORAGE

- A. Seller shall not be liable for any delay or failure in the delivery of shipment of products or for any damages suffered by reason of such delay or failure if, directly or indirectly, due to fire, flood, other weather conditions, accidents, riots, war, embargo, labor stoppages, inadequate transportation facilities, shortages of material or suppliers, regulation by government authority, or any cause beyond Seller's control.
- B. Seller reserves the right to allocate available production among its customers in any fair and reasonable manner that it determines is necessary or desirable.
- C. If delivery is delayed due to any cause beyond Seller's control, Buyer shall reimburse Seller for any added costs. Without limiting the foregoing, product on which manufacture or delivery is delayed due to any cause may be placed in storage by Seller, for the Buyer's account and risk, and regular charges therefore and expenses in connection therewith shall be paid by the Buyer. If, in Seller's opinion, it is unable to obtain or continue such storage, the Buyer will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

SHORTAGES, VARIANCES, AND WEIGHTS

No claims for variance from or shortages in orders will be considered unless presented within 30 days after receipt of products. Any shipping weights given or estimated are approximate, for the Buyer's convenience only, and not guaranteed by Seller.

LIMITS OF LIABILITY

Any action by Buyer on this contract must be commenced within one year after the cause of action accrues. Actions on Seller's Warranties shall be limited as provided therein. Seller shall in no event have any liability for any liquidated damages, consequential damages or penalties, whether on account of lost profits, or otherwise, unless specifically agreed to in writing signed by an authorized representative of Seller.

PRODUCT CHANGES

Seller reserves the right to make changes in products of any kind without prior notice, and to deliver revised designs or models of products against any order. Seller shall have no responsibility whatsoever with respect to changes made by the manufacturer of products sold but not manufactured by it.

PATENTS

Products manufactured and sold by Seller may be used by the Buyer pursuant to such patent rights as Seller may own or enjoy. Seller shall not be liable for any use to which any such products may be put as part of any system, mechanism or process covered by patent rights of others.

TESTS

Any tests requested by the Buyer to determine the performance of products covered by Seller's quotation, must utilize procedures acceptable to Seller and the Buyer is responsible for the costs thereof. Whenever an order includes start-up or service agreements, Seller shall not be obliged to provide any start-up or other service as long as any payment to Seller is in default.

CONFLICTING PROVISIONS OFFERED BY BUYER

Any terms and conditions of Buyer's purchase order which are different from, in addition to or inconsistent with the terms and conditions expressed herein, are hereby objected to, and will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing. Seller shall ship the products referred to in this document only on the condition that the terms and conditions of sales set forth hereon shall be binding on the Buyer.

APPLICABLE LAW

Any orders or contracts received by Seller from Buyer shall be governed by, consulted and enforced by the laws of the state of Indiana.

COMPLETE AGREEMENT

The complete agreement between Seller and Buyer is contained herein and in any specifications signed by the Seller, and no additional or different terms or conditions stated by Buyer shall be binding unless agreed to by Seller in writing. Neither course of dealings, nor usage of trade, shall be relevant to supplement or explain any terms used in this Agreement, and this Agreement may be modified only by a writing signed by both Seller and Buyer. The failure of Seller to insist upon strict performance of any of the terms and conditions stated herein shall not be considered as a continuing waiver of any such terms or conditions or any of Seller's other rights.

CHANGES IN TERMS

These terms and conditions of sale are subject to change by Seller from time to time without prior notice.

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LIMITED WARRANTY
BRYAN BOILERS
("Seller")

LIMITED WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that products manufactured by Seller ("Products") comply, at the time of manufacture, with recognized hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment, whichever shall be less (the "Warranty Period").

REMEDY

- A. The sole remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use within the Warranty Period. Installation is not included.
- B. Warranty - The owner must notify the original installer of the Product and Seller, in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

Seller shall have no liability for:

- A. Incidental, special, or consequential damages, such as loss of the use of products, facilities, or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards as of the time of shipment.
- C. Any damages to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperature, or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any product for any particular application.
- F. Any failure resulting from misuse, modification not authorized by Seller in writing, improper installation, or lack of proper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.

Seller's liability under this warranty shall not in any case exceed the amount paid for the Product found to be defective.

THIRD-PARTY WARRANTIES

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to the warranty actually extended to Seller by its vendors.

SEVERABILITY

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

NO OTHER WARRANTIES

Seller makes no implied warranty of merchantability or fitness for a particular purpose, or other warranties with respect to any products or services except as expressly set forth in this limited warranty.

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25-YEAR
NON-PRO-RATED
WARRANTY
AGAINST
THERMAL SHOCK

In addition to our standard one-year warranty against defective parts and workmanship, Bryan Steam LLC warrants the boiler pressure vessel for twenty-five (25) years, non-pro-rated, from the date of shipment from Peru, Indiana. This warranty is only valid if the boiler is installed and operated in accordance with our Installation and Operation Manual.

This warranty shall cover leaks in boiler tubes, upper and lower drums, and downcomers, when upon inspection by us, such damage is attributed to unequal expansion, often described as "thermal shock."

This warranty does not cover damages or failures that can be attributed to corrosion, scale, dirt or sludge accumulation in the boiler, low water conditions, failure of any safety devices or any other improper service, operation or neglect.

Bryan Steam LLC liability is hereunder limited to solely repairing or supplying a replacement pressure vessel or component parts as determined necessary by our inspection. Bryan Steam LLC is not responsible for shipping, handling, installation and other costs, including all costs associated with the removal and disposal of the old pressure vessel or component parts. In no event shall Bryan Steam LLC be responsible for any incidental, consequential, or other damages, including any damages resulting from loss of use of the boiler.

MODEL NO. _____ ORDER NO. _____

SERIAL NO. _____ DATE SHIPPED: _____

OWNER: _____

INSTALLATION ADDRESS: _____

CITY, STATE, (PROVINCE): _____



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WARRANTY & FIELD SERVICE

IMPLEMENTATION POLICY

1. As per its published warranty, Bryan will replace or repair, at no charge, parts or products found defective by factory inspection. This includes parts manufactured by Bryan or parts manufactured by others, and originally shipped as an integral part of the Bryan assembly. The part or product must be returned to the Bryan factory, freight prepaid, with a Return Goods Authorization Form 2027 properly completed.
2. Bryan will not accept or pay for field labor or service charges for field replacement or repairs of any part or product furnished by others and originally shipped as an integral part of the Bryan assembly unless the supplier of such a part or product agrees beforehand to compensate the contractor or owner for such services. This policy is based on the original equipment manufacturer's warranties extended to Bryan.
3. Bryan will not accept charges from its manufacturers representatives, contractors or others for what may be considered a routine inspection visit to a job site to determine the nature or cause of any part or product claimed as being defective.
4. Nothing herein should be interpreted as circumventing or voiding the Bryan Warranty (Form 2077).

NOTE: Refer to the Sales Representative Warranty Returned Goods Policy & Procedure (Form 2034) for a complete guideline.

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FIELD SERVICE POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for handling Bryan Boilers/Bryan Steam LLC field service problems.

II. POLICY

Bryan application testing has proven the compatibility of many burners with Bryan boilers, thus burner start-up will be a routine matter well within the capabilities of qualified start-up/service people, unless some deviation has been made in application, installation or firing parameters.

It should be understood that Bryan equipment pricing DOES NOT INCLUDE allowance for start-up or service by Bryan personnel.

If and when assistance is required with Bryan equipment, the procedure below will be followed.

III. PROCEDURE

All requests for service assistance will be directed to Bryan's Service Department, who will respond in the following manner:

A. Requests for Service From:

1. Representative's customer, distributor, mechanical contractor, etc.

If the request is received from any of the above, Bryan's Service Department will inquire whether or not they have notified the Representative or his Service Department of such a problem. If not, they (Bryan's Service Department) will suggest they do so.

At Bryan's Service Department's request, a "Request for Start-Up or Service", Form 2048, may be required before any additional assistance is given. (See Copy Attached)

Bryan's Service Department will relay, as soon as practical, all pertinent information to the Representative or his service department regarding subject request for assistance.

2. Representative's Service Department:

If the request is received from a Representative or his Service Department, Bryan's Service personnel will make all necessary attempts to help solve the problem over the phone. This may include sending out replacement parts to the Representative or his Service Department or to the job site for installation by the Representative or his Service Department. This will require a purchase order from the Representative or Service Department for warranty replacement parts.

At Bryan's Service Department's request, a "Request for Start-Up or Service", Form 2048, may be required before any additional assistance is given. (See Copy Attached.)

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BRYAN BOILERS / BRYAN STEAM LLC

FIELD SERVICE POLICY & PROCEDURE (cont.)

B. Requests for On Job Site Assistance

1. Upon receipt of an approved Purchase Order, arrangements will be made for a visit to the job site.
ACCOMPANIED BY:
 - a) The Representative's sales employee, or
 - b) The Representative's designated installation or service employee
2. Following the service call, Bryan's employee will prepare and submit a service report with substantiated costs, and an invoice will be sent to the Representative or Service Department

C. Invoicing

It is understood that Bryan will invoice, based on the following:

1. Billing WILL BE made against the Purchase Order to cover the cost of (a) full travel - portal to portal, (b) board, (c) lodging, and (d) time expenses, which will be billed out at prevailing rates, if:
 - a) The reported problem is corrected by normal adjustment or application procedures
 - b) The problem is not caused by Bryan supplied equipment
 - c) The problem stems from unauthorized alterations or modifications
 - d) The Bryan supplied equipment is improperly applied/installed or has inadequate fuel or electrical accommodations, or
 - e) The warranty period has elapsed
2. Billing WILL NOT be made against the Purchase Order and the invoice will reflect "NO CHARGE" if:
 - a) The Bryan supplied equipment fails to perform to design and warranty standards, or
 - b) The warranty period has not elapsed

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**BRYAN BOILERS / BRYAN STEAM LLC
REQUEST FOR START-UP OR SERVICE**

Origin of Call: _____ Date: _____
 Service P.O.: _____ Job Location: _____
 BOILER Model #: _____ Bryan #: _____ Serial #: _____
 Rated Input: MBH: _____ GPH#: _____ Oil @ _____ " W.C. Overfire _____
 BURNER Model #: _____ Serial #: _____
 ML #: _____ S.O. #: _____
 Appointment Date: _____ With Whom: _____ Phone #: _____
 Copies To: _____
 Job Name: _____ Invoice To: _____

STACK - Height _____ Size _____
 BREECHING - Size _____ Length _____ #ELs _____
 UNIT OUTLET DAMPER - % Open _____
 BAROMETRIC DAMPER - Size _____ Mfgr _____
 SEQUENCE DAMPER CONTROL:
 Mfgr. _____ Model _____
 COMBUSTION AIR INLET - Size _____
 OIL TANK - Above Burner _____ Below Burner _____
 Distance from tank _____ Vertical Lift _____
 Suction Line Size _____ Pipe _____ Tubing _____

- SAFETY CONTROL CHECK**
- Lo-Water Cut-Off _____
 - Second Lo-Water Cut-Off _____
 - Limit Control _____ Setting _____
 - Operating Control _____ Setting _____
 - Firing Rate Control _____ Setting _____
 - Pilot Turn Down Test _____
 - Flame Failure Test _____
 - Lo Gas Press. Switch _____ Setting _____
 - Hi Gas Press. Switch _____ Setting _____
 - Lo Oil Press. Switch _____ Setting _____
 - Lo Air Atomizing Press. Switch _____ Setting _____
 - Lo Oil Temp. Switch _____ Setting _____

BURNER READINGS	GAS		OIL	
	LO	HI	LO	HI
INPUT: MBH/GPH				
FUEL PRESSURE:				
Orifices - "WC/Nozzle-PSIG				
Oil Return/Air-PSIG				
OIL TEMPERATURE -OF:				
Inlet				
Outlet				
PUMP DATA:				
Vacuum-"Hg				
Discharge-PSIG				
COMBUSTION TESTS:				
CO2 - %				
O2 - %				
CO - %/Smoke No.				
DRAFT:				
Overfire - "WC				
Outlet - "WC				
Temp. of Room Outlet				
Air Inlet Louver - "Open				
Primary Air Adj. Pos.				
Drawer Position				
Flame Signal - MA/DC				

TIME INCURRED
 Job Hrs. + Travel Hrs. x No. Persons = Total Hrs.

INSTRUCTIONS TO SERVICEMAN

Motor Data @ Hi-Fire						
	L1		L2		L3	
	V	A	V	A	V	A
Blower						
Oil Pump						
Air comp						

**ALL SAFETY
CONTROLS MUST
BE TESTED**

REMARKS
 TEST MANUAL REC'D BY _____
 STARTUP BY _____
 APPROVED BY _____
 DATE: _____

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2034
Date 01/01/00

WARRANTY RETURNED GOODS POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish uniform policy and procedure for handling Bryan Boilers / Bryan Steam, LLC warranty return goods.

II. POLICY

Bryan warrants its products as follows:

LIMITED WARRANTY: Subject to the terms and conditions herein, Seller (Bryan) warrants to the original owner at the original installation site that products manufactured by Seller ("Products") comply, at the time of manufacture, with recognized hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment, whichever shall be less (the "Warranty Period").

NOTE: For complete Warranty, refer to Form 2077

It should be understood that Bryan's Warranty covers only replacement of material. If and when material should prove defective on Bryan equipment, the procedure below will be followed.

III. PROCEDURE

All requests for warranty parts will be directed to Bryan's Parts Department, which will respond in the following manner:

1. Requests for Warranty Parts From:

- a) Representative
If a request is received from a Representative, Bryan's parts department will determine if the item is still in warranty.
- b) Customer, Distributor, Mechanical Contractor, Etc.
If a request comes from any of the above, they will be instructed to contact their local authorized representative. **NO EXCEPTIONS.**

2. Issuing Warranty Replacement Parts:

- a) If the part is still within the warranty period, a Returned Goods Authorization form will be faxed to you to be completed and returned via fax.
- b) Bryan will provide an advance warranty replacement subject to a Representative Purchase Order to cover the cost of the warranty part. The item will be billed at Bryan's current published price, subject to discount.
- c) A color coded Return Goods Authorization Address Label will be forwarded with the replacement part(s). Each part, if unlike, must be returned in a separate box, accompanied by a color coded Address Label and RGA number.

3. Return of Warranty Parts

- a) Information required on RGA form:
 - Original Bryan order number, Serial number, Model number, and parts order invoice number.
 - Item description, Part no., and Manufacturer
 - Reason for return, **BE SPECIFIC**. The term "defective" **IS NOT** acceptable.
 - Installation date, Start-up date, Failure date, and Removal date of defective part.

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2034
Date 01/01/00

WARRANTY RETURNED GOODS POLICY & PROCEDURE (cont)

3. Return of Warranty Parts (cont)

- b) Returning Parts for Warranty
- Warranty return items will only be handled through our Representatives.
 - All warranty return items are to be returned freight prepaid as outlined in Bryan's Standard Warranty stipulations.
 - The warranty return item must be received at Bryan's factory with the color coded RGA Address Label attached within (45) calendar days to qualify for warranty credit.

NOTE: NO CREDIT WILL BE ISSUED ON PARTS THAT ARE NOT RECEIVED WITHIN (45) DAYS FROM DATE OF RGA ISSUE.

4. Credit for Warranty Items

A Credit Memo will be issued, provided the item:

- a) Falls within the vendor's warranty period
- Some vendors provide extended warranty periods that might exceed the Bryan warranty period. Accordingly, we will process the item to those vendors for credit, and if credit is received, it will be passed on to the Representative.
- b) Was replaced with a warranty part obtained from Bryan Boilers using our return policy. **NO CREDIT** will be issued for parts purchased locally without prior approval from Bryan Boilers. Our vendors supply replacements only.
- c) Is verified as having been supplied by Bryan based upon our record of serial numbers and date codes.
- d) Was not unduly abused, modified, painted, and is not corroded.
- e) Is not freight damaged.
- f) Has no component parts or identification tags missing.
- g) Shows no evidence of Teflon tape as a pipe joint sealant.

5. Decline of Warranty Credit

When inspection and/or testing by our vendor, or by Bryan, shows that the item for which advance warranty replacement and/or credit has been issued does not meet warranty criteria, Bryan will notify you accordingly. You are responsible for cost of replacement part. Then two options are available to the Representative:

- a) Bryan will return the item to the Representative, freight collect.
- b) Bryan will scrap the item.

6. Types of Material Returns or Dispositions

- a) A return substantiating an advance warranty replacement by Bryan. As stated in Bryan's warranty, "The defective part must be returned, freight prepaid, to Bryan with an RGA color coded Address Label and RGA No. attached, within (45) days after your receipt of the RGA, or the full charges will be issued."
- b) Field scrapping or disposal of devices may be authorized by Bryan Management, when it is determined that residual value does not exist or the device is not required for inspection and testing. The RGA form must still be completed for factory records.
- c) Subject to Bryan's re-stock position, those items that are not required for the job nor desired to be retained in user inventories may be returned to Bryan's factory **AFTER** advance authorization has been granted. These returns are subject to the following **MINIMUM RE-STOCKING/RE-WORK CHARGES:**
- New/Unused **STOCK** items, in original unused condition and of current design, may be accepted at Bryan Boiler's option, **LESS** a 25% Restocking Charge, minimum, and the item must be returned freight prepaid.
 - New/Unused **NON-STOCK** vendor items in original condition will be accepted for return, freight prepaid, **ONLY** if our vendor allows us to return item to them. Restocking charge will be based on restocking charged to us by our vendor.

NOTE: Items that show wrench marks, missing I.D. tags or alteration painting **WILL NOT BE ACCEPTED** under any circumstances.

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PM-23
Rev. 09/01/02

A sample copy of Form No. 2027 - Return Goods Authorization Request - follows.
DATE: _____

Form 2027
Date 01/01/00

RETURN GOODS AUTHORIZATION REQUEST

THIS FORM IS TO BE COMPLETED AND SENT BY FAX OR MAIL TO:

BRYAN BOILERS
ATTN: RGA DEPARTMENT
783 NORTH CHILI AVENUE
PERU, INDIANA 46970
FAX: 765-473-3074

Your Company Name: _____

Your Phone No. _____ Fax No. _____ Contact Person _____

Bryan Order No. _____ S/N _____ Model No. _____

Job Name and Location _____

Reason for Return (**Be Specific, "Defective" is Not Acceptable**):

SAMPLE

Date Shipped _____ Date of Start-Up _____

Date of Failure _____ Date of Replacement _____

Item _____ Part No. _____ Mfg. _____

Bryan Invoice No. for Replacement Part _____

NOTE: RGA # _____ AND **PINK ADDRESS LABEL** MUST APPEAR ON THE OUTSIDE OF THE SHIPPING CARTON. ALL RETURN GOODS MUST BE RECEIVED BY BRYAN BOILERS VIA PREPAID FREIGHT WITHIN 45 DAYS OF RGA ISSUE DATE TO RECEIVE CREDIT. **NO CREDIT WILL BE GIVEN AFTER 45 DAYS!**

RGA Issued By _____ Date _____

Pink Return Tag Mailed _____ To Agent _____

Sent _____ To Customer _____

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www.bryanboilers.com


BRYAN BOILERS / BRYAN STEAM LLC


ORDER ENTRY FORM & PROCESS


The key to timely processing of orders is in having an order form that is complete in all aspects and contains all accurate information. It is imperative that this information be supplied on the Order Form 1060. Orders are often received blanks or with inaccurate voltages, gas pressures, relay functions, water make up, etc. When this occurs, and we are sent a change order/notice, it becomes necessary, for us, to reprocess an order. This duplicates processing and delays the timely processing of all other orders.


It is our goal to provide you, your contractor, and the customer with timely submittals and on-time delivery of equipment. You can help accomplish this goal by supplying all of the required information on the order forms supplied for each product when ordered.


The following is a sample copy of our latest edition of these forms:


-  Form [Order Cover Sheet \(Click to view Form 2110\)](#)

-  Form 1060 [Boiler Order Data Sheet \(Click to view Form 1060\)](#)

-  Form 1060-DBF [Deaerator & Boiler Feed Systems Order Data Sheet \(Click to view Form 1060-DBF\)](#)

-  Form 1060-DS [Electric Boiler Order Data Sheet \(Click to view Form 1060-DS\)](#)

-  Form 1060-BDS [Blowdown Separator Order Data Sheet \(Click to view Form 1060-BDS\)](#)

-  Form 1064 [Parts Order Data Sheet \(Click to view Form 1064\)](#)

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2097
Date 01/01/00

BARE BOILER PROGRAM

This program covers the CL/HECL, AB, RV, and RW Series Forced Draft boilers.

To those who qualify, the program is outlined below:

1. The boiler purchased must be covered by a third party approval agency. You can either obtain this approval yourself or you can purchase a UL "B" field mounted label through us.
2. Only burners that have been application tested and approved by Bryan can be approved for field mounting. If you obtain your own third party approvals, you can currently use Webster, Gordon-Piatt, Power Flame, and/or Weishaupt burners. However, they must conform to the Bryan "standard requirements" which are covered under our form BCS-007, which you will find under tab number 10 in your Bryan Price Book. We will only allow the above named manufacturers model numbers, as have been listed by us in our various forms BBS-2, 3, 4, & 5, which outline specific model numbers to be used on our boilers.

Also, please be advised that, as we are to supply the UL "B" label, there are only two burner manufacturers which can currently be utilized. Those are Webster and/or Gordon-Piatt. Please be advised that no other models have currently been approved.

3. The sales representative must maintain a \$2 million insurance liability policy on file at Bryan.
4. The sales representative must maintain his own service organization or designate a single "service contractor" to install the burner equipment on boilers. This installer must be certified by Bryan.
5. Please be further advised that Bryan will only supply bare boilers – no factory mounting of rep supplied burners will be allowed or provided.
6. Bare boilers will only be supplied with optional equipment as is shown in the price book. For other equipment, prior approval from the factory must be obtained.
7. The sales representative must provide Bryan with a "hold harmless" statement in regard to problems that might occur due to improper match-up of burner to boiler.
8. The sales representative must certify that he will not sell a "bare boiler" outside his territorial boundaries.

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PM-26
Rev. 09/01/02

BRYAN BOILERS / BRYAN STEAM LLC

Form 2098
Date 02/28/03

STORAGE CHARGES

The following is the current unit storage charge policy:

/// All "DR & F" Boilers	\$ 100
/// All "CL/HECL & AB" Boilers	\$ 200
/// All "RV & RW" Boilers	\$ 300
/// All "Condensate Return Systems, Boiler Blowdown, & Boiler Feed Systems.....	\$ 100
/// All "Electric" Boilers	\$ 200
/// All "Deaerator" Units	\$ 300

All of the above prices are net dollars and are based on a "per unit, per week" or any partial week basis. Please note that Bryan's weeks will start seven days from the scheduled date.

If you require that the units be "expedited or red lined," these charges will be doubled and will begin the first working day after the expedited shipping date.

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BRYAN BOILERS / BRYAN STEAM LLC

72-HOUR STOCK BOILER SHIPMENT PROGRAM

These boilers will include the following equipment:

1. "Atmospheric Stock" Boiler Models
F & CL – as shown on Pink List
2. Codes:
 - a. National Board
 - b. UL/CSD-1
3. Voltage:
120/1/60
4. Fuel & Pressure:
 - a. Natural Gas
 - b. 7" W.C. Min / 14" W.C. Max
5. Air Fuel System:
 - a. Water Boiler – On / Off
 - b. Steam Boiler – Hi / Lo
6. Design Pressure:
 - a. Water Boiler – 60 PSI
 - b. Steam Boiler – 15 PSI or 150 PSI
7. Relief Valve Setting:
 - a. Water Boiler – 30, 45, or 60 PSI (please specify)
 - b. Steam Boiler – 15 PSI or 150 PSI
8. Draft Control:
Barometric Damper with Spill Switch

Please note that the boilers must be available from Bryan and a firm, processable released order must be received for a credit worthy customer.

Also note that the following two items do not apply to the "72-Hour" delivery:

1. No Indiana or Iowa 150# steam boilers

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2101
Date 01/01/00

SPECIFICATION INTERPRETATION AND QUOTATIONS

Typically, the specifications received by Bryan Boilers / Bryan Steam, LLC are complex and require a considerable amount of interpretation. We always do our best to interpret each of them carefully and correctly, and then offer our quotations based upon our interpretation of the specification provided. It is our intention to try to fully comply with all applicable sections. We will itemize all equipment proposed and note any exceptions.

Upon receipt of our quotation, you, the representative, must assume the responsibility to carefully review the specifications, drawings, and any addenda, and compare with the quotation. If, after review of the quotation, you feel it requires additional items, please advise us in writing and we will re-quote the job. Please note that our liability will be limited to the equipment offered on the quotation. We feel this action is necessary to protect you, your customer, and Bryan Steam.

[Click to view Lost Business Report, Form 2095.](#)

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PM-29
Rev. 09/01/02

BRYAN BOILERS / BRYAN STEAM LLC

MANUALS & LITERATURE PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for Bryan Boilers/Bryan Steam, LLC manuals and literature.

II. BACKGROUND

Bryan provides necessary catalogs and various pieces of literature at no cost to each of its representatives.

III. REFERENCE

Bryan Architect, Engineers, & Contractors Catalog Index, Form 2059 (Filed in this section)

IV. PROCEDURE

A. Bryan provides each new representative, at no cost:

1. One (1) complete Architects & Engineers Manual for each salesman who is actively engaged in selling our products, complete with prices.
2. One (1) complete Parts Manual for each office, complete with prices.

The A & E Manual and Parts Manuals will be kept current through periodic mailings, as changes are made to the various catalog sheets.

When turnover in personnel occurs, it is expected that these catalogs and manuals should remain in the possession of the representative organization for use by replacement personnel.

B. Once a year, Bryan will update the distribution list by requesting the following from each representative:

1. The names of their personnel who are actively engaged in the selling of Bryan products.
2. The names of personnel who are actively engaged in the selling of parts and/or service of Bryan products.

The number of names shown will determine the quantity of catalog sheets that will be distributed at NO COST and will also provide us with the names of those we may contact on pertinent matters.

NOTE: See Attachment #1 for sample form you will receive.

C. Bryan will provide additional catalogs, catalog literature and other material upon request.

1. We are providing a sample copy of our Architect/Engineer/Contractor Catalog Index, Form No. 2059 (Click to view Form 2059), which provides a complete listing of all forms contained in these catalogs.
2. All requests for catalogs and catalog materials should be made on the Bryan Manual, Catalog, & Literature Order Sheet, Form 1546 (Click to view Form 1546). A sample copy of our latest form is included.

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BRYAN BOILERS / BRYAN STEAM LLC

TO: Bryan Steam Sales Department

FROM:

RE: Distribution of Manual Literature & Service Personnel

Please be advised that the following named employees are actively engaged in the sale and service of Bryan products and equipment:

SALES

SERVICE/PARTS

It is understood that Bryan will provide one piece of all new or revised manual material at no cost, for updating catalogs or manuals in these employees' possession.

.....
IF ADDITIONAL COPIES ARE DESIRED:

It is requested that an additional _____ copies of all new or revised manual material be supplied simultaneously with normal updating distribution.

It is understood that the additional quantities are for distribution and updating of Engineers & Architects manuals and will be provided by Bryan as quickly as possible.

Signature of Representative

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BRYAN BOILERS / BRYAN STEAM LLC

CO-OP ADVERTISING PROGRAM

We are pleased to make available a 50/50 Co-Operative Advertising Program. Its sole purpose is to help in the sale of Bryan Boilers / Bryan Steam products through more and better advertising. The following conditions outline the program and make it more effective for both you and Bryan. There can be no exceptions or deviations.

I. How the Plan Works

Any Bryan Manufacturers Representative is entitled to receive up to 1/4% of the total net dollars (less commissions) of Bryan products purchased during the previous calendar year. To receive this CO-OP aid, the Agent must spend an equal amount.

EXAMPLE: Total net purchases, of Bryan products, amounts to \$ 200,000.00 between January 1st and December 31st. This would result in a reimbursement account totaling \$500. For example: \$ 200,000.00 x .0025 = \$ 500.00

1.If the representative elects to spend \$ 1000.00 on allowable media, Bryan will reimburse the representative \$ 500.00, which will be his total entitlement for the calendar year.

2.If the representative elects to spend \$ 500.00 on allowable media, Bryan will reimburse the representative \$ 250.00 and he will have a credit balance available of \$ 250.00.

This program is not retroactive to previous years, nor can any credits be carried forward to the next year. Bryan's share is never to exceed 1/4% of the representative's total net dollars and is always to be matched by at least an equal amount to be paid by the representative.

II. Allowable Media

The following is a list of allowable media for which reimbursement will be made:

1. Daily and weekly newspapers (special interest papers such as fraternal, labor, religious, etc. do not qualify).
2. Radio and television (commercial time only and exclusively Bryan products).
3. Case history brochures
4. Yellow pages
5. Trade show space
6. Magazines
7. Advertising promotional items (ie: coffee mugs, shirts, jackets, etc.)

III. Special Instructions

1. No directly competitive merchandise may be included in any allowable media.
2. Radio and TV announcements must be exclusively Bryan products; no other merchandise may be included.
3. If ad, brochure, etc. includes other merchandise, Bryan will authorize payment for only 50% of the actual percentage of allowable media allocated to its product.
4. The Bryan brand name must be prominently featured in each ad. Copies of line and logotype are available upon request on a no charge basis.

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BRYAN BOILERS / BRYAN STEAM LLC

CO-OP ADVERTISING PROGRAM (cont)

IV. **How to File a Claim**

To help speed payment of your claim, the substantiation listed below should be sent to:

Bryan Boilers Co-op Advertising
783 North Chili Avenue
Peru, IN 46970
ATTN: Dick Holmquist

1. Newspapers & Magazines: one tear sheet of the ad accompanied by an invoice showing the newspaper or magazine, date of ad, size of ad, and total cost.
2. Radio & TV: the radio or TV station invoice, station affidavit of performance, and copies of scripts.
3. Direct Mail & Brochures: a copy of the mail piece or brochure, a verified printing invoice, and an affidavit of circulation for direct mail only.
4. Trade Show Space: a copy of the invoice showing the Trade Show name, booth size, products displayed, and total cost.
5. Yellow Pages: one copy of the ad accompanied by an invoice showing the yellow pages ad, date of coverage, and total cost.
6. Other Media: in the case of other approved media, a special request should be submitted and you will be advised as to the substantiation required.

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BRYAN BOILERS / BRYAN STEAM LLC

BUSINESS CARDS POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for providing representatives with business cards.

II. PROCEDURE

Business Cards:

Business cards bearing the Bryan logo are made available at cost to each representative as well as those sales and service employees actively selling/servicing Bryan equipment.

Address your request to the Advertising Department, giving:

NAME as you want it to appear (please type or print.)

TITLE (if desired)

COMPLETE MAILING ADDRESS including zip code

BUSINESS TELEPHONE NUMBER (also home number, if desired)

E-MAIL ADDRESS

SAMPLE BUSINESS CARD



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BRYAN BOILERS / BRYAN STEAM LLC

*SHOW BOOTH & DISPLAY EQUIPMENT
POLICY & PROCEDURE*

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for providing Representatives with Bryan Boilers/Bryan Steam, LLC show booth and display equipment.

II. POLICY & PROCEDURE:

Bryan has both display booths and display equipment available at no cost to each Representative, as follows:

A. Table Top Display:

Bryan has available, two (2) table top show displays. The display is available for use at trade shows, etc., as a backdrop for display shows. The module consists of one (1) seven-panel reversible folding back with areas for one (1) large equipment photo and six (6) smaller equipment photos. Also included, are lights, shelves and electrical hook-up equipment, per attached photos. (Photos to be mailed to Representatives later.)

This unit will be shipped to the Representative freight prepaid and must be returned via same. Set-up time for tabletop with one person is approximately 30 minutes.

NOTE: The display will be inspected upon receipt at factory. Should any damage or missing parts be found, it will be the Representative's responsibility to pay for cost incurred to bring the unit back to displayable condition. This cost will be determined by Bryan staff.

Display Shipping Dimensions & Weight: 30x24x50H

Within limitations of U.P.S. (two packages)

Because there are only two (2) display booths, they will be available on a "first come, first served" basis. We request that you contact your regional sales administrator to make arrangements for this equipment.

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BRYAN BOILERS / BRYAN STEAM LLC

*SHOW BOOTH & DISPLAY EQUIPMENT
POLICY & PROCEDURE (cont)*

B. Display Equipment:

Bryan has available the following display equipment:

(1)	RV-Series Cutaway	72x54x102H	2750#
(1)	K-Series Cutaway	52x70x102H	2850#
(1)	AB Series Cutaway	77x48x96H	1550#

These units will be shipped on a 50/50 freight basis, ie: we will ship it to the Representative freight prepaid and he will return it to Bryan, freight prepaid.

NOTE: Each display unit will be inspected upon receipt at Factory. Should any damage or missing parts be found, it will be the Representative's responsibility to pay for costs incurred to bring the unit back to displayable condition. These costs will be determined by Bryan staff.

The above are available on a "first come, first served" basis. We request that you contact your area administrator to coordinate arrangements.

PLEASE REFER TO FORM 2104-2
WHEN ORDERING ANY OF THE ABOVE.

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BRYAN BOILERS / BRYAN STEAM LLC

*REQUEST FOR BRYAN TRADE SHOW EQUIPMENT
& TRAINING SEMINAR*

AGENT _____

DATE REQUESTED _____

? **TRADE SHOW** _____

DATE NEEDED _____

LENGTH OF TIME NEEDED _____

LITERATURE NEEDED _____

? **SEMINAR** _____

ANTICIPATED ATTENDANCE _____

ATTENDEES WILL BE: ? ENGINEERS
 ? CONTRACTORS
 ? END USERS

SITE _____

START TIME _____

FINISH TIME _____

AUDIO/VISUAL EQUIPMENT AVAILABLE

UNLESS OTHERWISE INSTRUCTED, PLEASE RETURN SHOW EQUIPMENT VIA PREPAID FREIGHT TO:

**BRYAN BOILERS
783 NORTH CHILI AVENUE
PERU, IN 46970
ATTN: DICK HOLMQUIST**

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DAMAGED FREIGHT CLAIMS

Once a shipment leaves the Bryan Boiler/Bryan Steam LLC freight dock, it is covered by the carrier's liability insurance.

Please be aware that, before you sign the carrier's freight bill (Bill of Lading), YOU are responsible for checking for visible damage. If the damage is visible, have the delivering driver mark your bill of lading "DAMAGED" before you sign it. If the damage is concealed (visible only after you signed the bill of lading and opened the carton), YOU are responsible for notifying the delivering carrier within the same workday. Insist on a damage inspection by the carrier. **DO NOT THROW AWAY THE CARTON OR CRATING.** The person making the inspection report may wish to examine it.

You are responsible for checking the carton count of your freight bill before signing it. All bills of lading should be marked as to the specific shortage by the delivering carrier **BEFORE** you sign it.

Once you sign the bill of lading, **YOU RELEASE THE DELIVERING CARRIER FROM ALL LIABILITY.** The exception, of course, is the concealed damage claim. This highlights the urgency to notify the carrier of the damage.

Bryan Boilers will assist you in replacing the damaged or lost items, but we cannot replace on a "NO CHARGE" basis.

Click here to view Form 2105-2 – Standard Form for Presentations of Loss and Damage Claims.

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BRYAN BOILERS / BRYAN STEAM LLC

QUALITY CONTROL POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for handling Bryan Boilers/Bryan Steam, LLC Quality Control problems.

II. POLICY

Bryan's procedure, from the time an order is received at our Factory until the final product is shipped, is designed to assure precision engineering and manufacturing of a top quality, high performance unit with a long operating life.

Bryan's reputation, growth and profitability are dependent upon our Representative, Original Equipment Manufacturer's and customer's acceptance of our products and our continued ability to produce and market products that are reliable and competitive.

If and when a Quality Control issue occurs, the following procedure will be followed.

III. PROCEDURE

All Quality Control suggestions, evaluations or complaints should be written up on Form 2047 (Click to view Form 2047) and forwarded to Bryan.

Upon receipt of a Quality Control Form 2047, Bryan's Customer Service Administrator will acknowledge receipt of your problem. After a complete and thorough investigation, you will be given a written report as to the remedy taken to resolve your problem.

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BRYAN BOILERS / BRYAN STEAM LLC

REP-OEM RELATIONSHIP POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for handling Bryan Boilers/Bryan Steam, LLC relationships between its Sales Representatives and its Original Equipment Manufacturers (OEM).

II. POLICY

OEM Sales - Bryan reserves the right to manufacture and sell items for use on other manufacturer's products. All business resulting from such activity will be negotiated by Bryan Officers, Directors and/or Managers and no commissions will be paid to the Sales Representative. Accordingly, the Sales Representative does not have any responsibility for Bryan products that are sold to OEMs.

III. PROCEDURE

Bryan has issued the following statements that established uniform policy and procedure to handle warranty returned goods and field service for OEMs.

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2108-1
Date 01/01/00

ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTY RETURNED GOODS POLICY & PROCEDURE

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for handling Bryan Boilers/Bryan Steam, LLC OEM warranty returned goods.

II. POLICY

Bryan warrants its products as is described in item "Warranty", Tab 3 form 2077.

Therefore, it should be understood that Bryan/OEM Warranty only covers replacement of material. If and when material should prove defective on Bryan/OEM equipment, the procedure below will be followed.

III. PROCEDURE

All requests for warranty parts will be directed to Bryan's Parts Department, who will respond in the following manner:

A. Requests for Warranty Parts from

1. OEM's customer, distributor, mechanical contractor, etc.
If the request is received from any of the above, Bryan's Parts Department will:
 - a) Inquire whether or not they have contacted the OEM Service Center. If not, they (Bryan's Parts Department) will suggest they do so, giving them the firm name, address and phone number, or
 - b) Suggest they contact the local authorized Bryan/OEM Representative, giving them firm name, address and phone number.
2. OEM Parts Department

If a request is received from an OEM's Parts Department, Bryan's parts personnel will first determine if the options of Paragraph 1.a & 1.b above have been considered and whether or not the item is still in warranty. If so, a Returned Goods Tag, which authorizes the return, will be forwarded to the OEM.

In the meantime, Bryan will provide an advance warranty replacement, subject to an OEM Purchase Order, to cover the cost of the warranty part. The item will be billed at Bryan's current published price, subject to discount.

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BRYAN BOILERS / BRYAN STEAM LLC**ORIGINAL EQUIPMENT MANUFACTURER (OEM)
WARRANTY RETURNED GOODS POLICY & PROCEDURE (cont.)**

- a) Does not fall beyond our or the vendor's warranty period.

NOTE: On vendor items, if the warranty period has been exceeded, Bryan will process the item to its vendor for credit, and if credit is received, then it will be passed on to the OEM. Prior notification of such action will be given.

- b) Is verified as having been supplied by Bryan based upon our record of serial numbers and date codes.
c) Was not unduly abused, modified or painted, and is not corroded.
d) Is not freight damaged.
e) Has no component parts or identification tags missing.
f) Shows no evidence of Teflon tape as a pipe joint sealant.

When inspection and/or testing by our vendor, or by Bryan shows that the item for which advance warranty replacement and/or credit has been issued, does not meet the warranty criteria, then a billing will be made to recover the cost of the item. In this instance, an option will be extended to determine if the item is to be returned (freight collect) or scrapped.

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*ORIGINAL EQUIPMENT MANUFACTURER (OEM)
FIELD SERVICE POLICY & PROCEDURE*

I. PURPOSE

The purpose of this form is to establish a uniform policy and procedure for handling Bryan Boilers' OEM field service problems.

II. POLICY

Bryan application testing has proven compatibility of the Bryan boiler with the following burners:

Gordon-Piatt Energy Group (GPEG)
Webster Engineering
Power Flame
Midco
Beckett
Weishaupt

Thus, start-up should be a routine matter, well within the capabilities of qualified start-up/service people, unless some deviation has been made in application, installation or firing parameters.

It should be understood that Bryan equipment pricing DOES NOT INCLUDE any allowance for start-up or service at the ultimate job site by Bryan personnel. The OEM Authorized Representative will be responsible for start-up and service arrangements. If there is no Authorized OEM Representative, service and start-up must be handled by the OEM unless otherwise agreed to in the OEM Agreement.

III. PROCEDURE

All requests for service assistance will be directed to Bryan's Service Department, who will respond in the following manner:

A. Requests for Service From:

1. OEM's customer, distributor, mechanical contractor, etc:

If the request is received from any of the above, Bryan's Service Department will inquire whether or not they have notified the OEM's Service Department of such a problem. If not, we (Bryan's Service Department) will suggest they do so.

Bryan's Service Department will relay, as soon as practical, all pertinent information to the OEM's Service Department regarding subject requests for assistance.

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2108-2
Date 01/01/00

*ORIGINAL EQUIPMENT MANUFACTURER (OEM)
FIELD SERVICE POLICY & PROCEDURE (cont)*

2. OEMs Service Department

If the request is received from an OEM's Service Department, Bryan's Service personnel will make all necessary attempts to help solve the problem over the phone. Nothing will be sent out (i.e., parts of any kind) to the OEM Service Department personnel or to the job site without a Purchase Order from the OEM.

B. Requests for On Job Site Assistance:

In the event that phone assistance does not alleviate the problem and on-job assistance is requested, Bryan's Service Department will require that the OEM issue a Purchase Order.

1. Upon receipt of an approved Purchase Order, arrangements will be made for a visit to the job site by either;
 - a) A Bryan Factory employee, or
 - b) A Bryan authorized service organization's employee

ACCOMPANIED BY:

- a) The OEM's Factory or Field employee, or
 - b) The OEM's designated equipment supplier's employee, or
 - c) The OEM's designated installation or service contractor's employee
2. Following the service call, Bryan's employee or authorized service representative will prepare and submit a service report with substantiated costs, and an invoice will be sent to the OEM's Service Department.

C. Invoicing:

It will be understood that Bryan will invoice based on the following:

1. Billing WILL BE made against the Purchase Order to cover the cost of (1) full travel-portal to portal, (b) board, © lodging, and (d) time expenses, which will be billed out at prevailing rates, if:
 - a) The reported problem is corrected by normal adjustment or application procedures, or
 - b) The problem is not caused by Bryan supplied equipment, or
 - c) The problem stems from unauthorized alterations or modifications, or
 - d) The Bryan supplied equipment is improperly applied/installed or has inadequate flue or electrical accommodations, or
 - e) The warranty period has elapsed

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BRYAN BOILERS / BRYAN STEAM LLC

Form 2108-2
Date 01/01/00

*ORIGINAL EQUIPMENT MANUFACTURER (OEM)
FIELD SERVICE POLICY & PROCEDURE (cont)*

2. Billing WILL NOT be made against the Purchase Order should the job site problem prove to be attributed to Bryan, and the invoice will reflect "NO CHARGE" if:
 - a) The Bryan supplied equipment fails to perform to design and warranty standards, and thus, requires changes in the configuration of the equipment as delivered to the OEM, or
 - b) The warranty period has not elapsed.

BRYAN STEAM LLC
783 NORTH CHILI AVENUE
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www.bryanboilers.com

PM-45
Rev. 09/01/02

BRYAN BOILERS / BRYAN STEAM LLC.

Click to view Form 2042 – Bryan Representative Listing – Alphabetical

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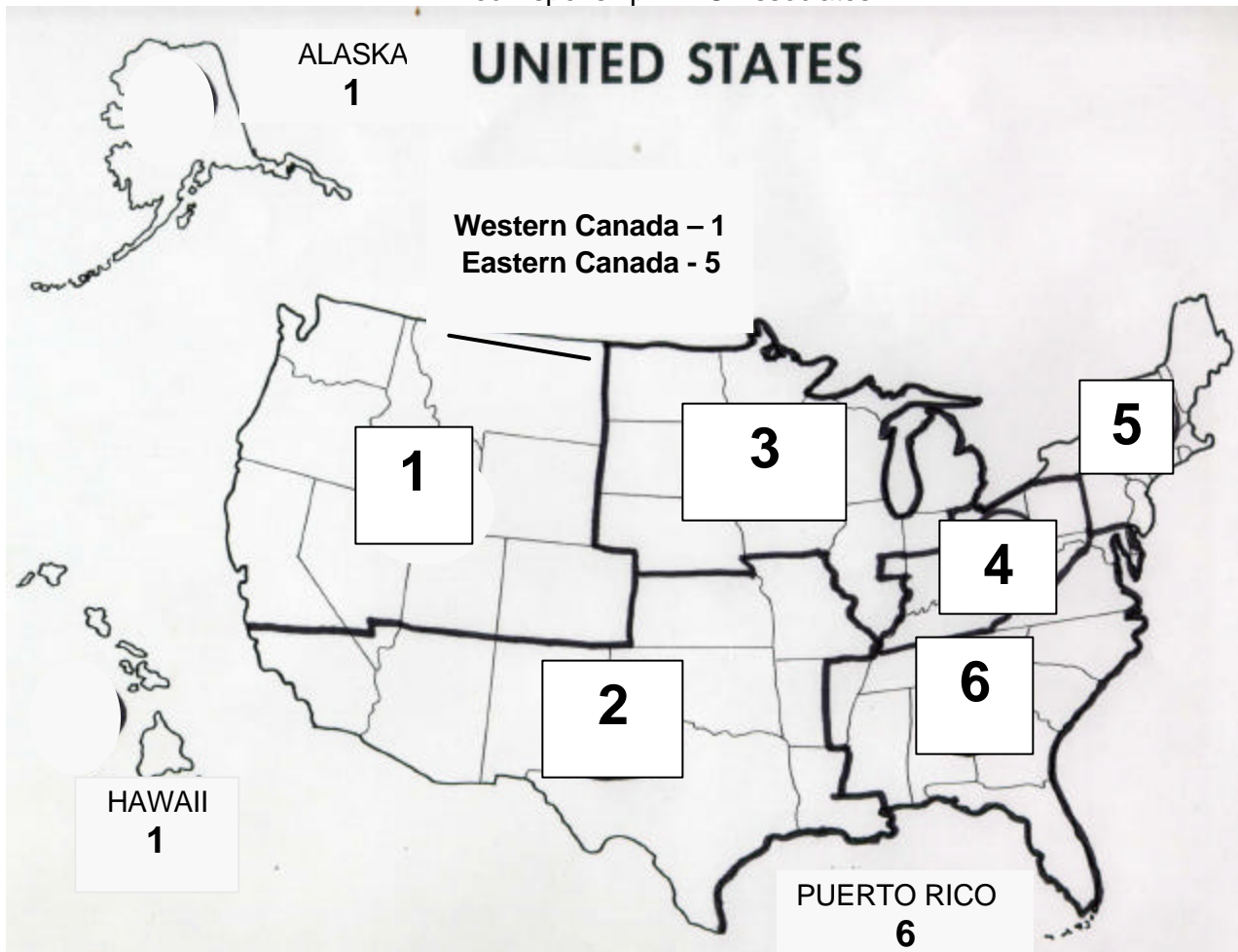
REP COUNCIL MEMBERS

COUNCIL MEMBERS

- # 1 Western Region, Bob Brose (The Brose Company)
- # 2 West Central, Bruce Fields (Saddleback)
- # 3 North Central, Chuck Bral (Comins & Bral)
- # 4 Northeast Central, Kevin McGovern, Jr. (Kevin McGovern & Assoc.) – President
- # 5 Northeast, Larry Hurlburt (Cape Sales)
- # 6 Southeast, Tom Rouse (W.C. Rouse & Son)

REP COUNCIL STEERING COMMITTEE

Ron Weese - P.M. Equipment
Fred Espenship – IDC Associates



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