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Honeywell

Honeywell Building Solutions
Suite 300 -3490 Gardner Court
Burnaby, British Columbia V5G 3K4
604.654.5640; Fax 604.654.5696

February 4, 2011

PROPOSAL

ATTN:	Carey Grandy	TELEPHONE:	604-294-4141
COMPANY:	Strataco Management	EMAIL:	managers@stratacomgmt.com
NO. OF PAGES	2	QUOTE#:	Q11-0039
REFERENCE:	Trinity Place, MUA unit replacement 2940 West 2 nd Avenue, Vancouver BC		

Honeywell is pleased to provide the following quotation for the above-referenced project location.

Project Overview:

Honeywell was recently called to site to check the make-up air unit. Our technician slowed the supply fan down to help reduce sound and vibration. However at this time he also noted the heat exchanger has failed. Unfortunately the manufacturer informed us that heat exchangers are no longer available for this unit. At this time we suggest that the make-up air unit be replaced.

Job Scope Includes

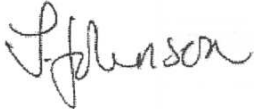
- Disconnect, remove and dispose of existing make-up air unit.
- Lift, supply & install (1) one new Engineered Air hallway make-up air unit c/w
 - Inlet hood and bird screen
 - 2 inch replaceable media filters in metal frames
 - Blower section with 1.5 ODP motor, 208/3/60
 - Standard internal vibration isolation
 - E3 stainless steel heat exchanger with modulating discharge temperature control
 - Down discharge plenum
 - Will match existing curb
 - Lead time is approximately 8 weeks, standard delivery, from date of order.
- Includes required sheet metal modifications.
- All gas & electrical connections.
- Start up and confirm operation of new unit.
- Crane
- All necessary permits.

Our price to supply and install (1) one new make-up air unit is.....\$26,340.00 plus HST

Honeywell

Thank you for providing us the opportunity to quote on this project. If there is anything else you need to know, please call me at 604.654-5640. If you wish to proceed, please sign the attached quote and e-mail or fax it to me with your purchase order number at 604.654.5668.

Best Regards,



Leanne Johnson
Modernization & Retrofit Sales
604-654-5640 Phone
604-654-5668 Fax

Customer Acceptance:

We accept your Proposal, Terms and Conditions.

Per:

Signature

Name (Please Print)

Date

Honeywell Building Solutions

General Terms and Conditions

1. Working Hours

Unless otherwise stated, all labour and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding statutory holidays. If for any reason Customer requests Honeywell to furnish any such labour or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on statutory holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. Taxes

Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labour or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer will provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3. Proprietary Information

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" will mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer will incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld.

4. Insurance Obligations

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of CDN \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis.
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of CDN \$1,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance.

Honeywell will not issue coverage on a per project basis.

5. Hazardous Substances, Mould and Unsafe Working Conditions

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mould, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mould on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition will constitute a cause beyond Honeywell's reasonable control and Honeywell will have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell will have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mould or conditions caused by Hazardous Substances or Mould.

5.5 To the fullest extent allowed by law, Customer will indemnify and hold Honeywell harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and lawyers' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of Mould or a Hazardous Substance at a site, or the occurrence

or existence of the situations or conditions described in section, whether or not Customer provides Honeywell advance notice of the existence or occurrence and regardless of when the Hazardous Substance or occurrence is discovered or occurs. This indemnification will survive termination of this agreement for whatever reason.

6. Warranty and Limitation of Liability

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 The warranties set forth herein are exclusive, and Honeywell expressly disclaims and customer expressly waives all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranty of workmanship, construction, merchantability or fitness for a particular purpose, with respect to the services, equipment, and materials provided hereunder. Honeywell will not be liable for any property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, incidental, indirect, speculative, remote, consequential, punitive, or exemplary damages, arising from, or relating to, this limited warranty or its breach.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mould. Honeywell will have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mould.

7. Indemnity

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell will not be responsible for any settlement without its written consent. Honeywell will not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation will survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mould or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8. Limitation of Liability

8.1 In no event will Honeywell be liable for any special, incidental, indirect, speculative, remote, consequential, punitive or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, mould, moisture, indoor air quality, or otherwise, arising from, relating to, or connected with the services, equipment, materials, or any goods provided hereunder.

8.2 Notwithstanding anything to the contrary herein, if a portion of the services involves the installation and/or maintenance of systems associated with security and/or the detection of and/or reduction of risk of loss associated with fire, Honeywell's total liability arising out of or as a result of its performance under this agreement will not exceed the amount of this agreement.

9. Excusable Delays

Honeywell will not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mould, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mould, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. Patent Indemnity

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 This article states Honeywell's total liability and customer's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by Honeywell hereunder.

11. Software License

All software provided in connection with this Agreement will be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer will be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. Dispute Resolution

With the exception of any controversy or claim arising of or related to the installation, monitoring, and/or maintenance fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, conducted in accordance with the Arbitration Rules of the Canadian Commercial Arbitration Center. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. Acceptance of the Contract

This proposal and the pages attached will become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and will be deemed a material alteration of these terms and will not be a part of any resulting order.

14. Miscellaneous

14.1 Except with respect to any HGF financing, which will be documented separately, this Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement will be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement will be governed by the law of the province where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

14.6 Honeywell will provide services in accordance with the attached work scope documents and the terms and conditions herein, which form a part of this Agreement save and except for the financial services which will be provided by HGF Inc. o/a Honeywell Global Finance Canada ("HGF") under a separate agreement. Any HGF Financing will only become a valid and binding agreement of HGF upon satisfaction of the terms and conditions stipulated within the applicable financing documentation, or upon waiver of such terms and conditions by HGF.

14.7 If the Customer has entered into a HGF financing agreement ("HGF Financing") it will be governed in accordance with the terms and conditions contained herein which terms and conditions will not be amended or affected in any way whatsoever by this Agreement.

15. Terms of Payment

15.1 Excepting payments due under an HGF financing, and subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labour, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less holdback, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Holdback - Customer will not withhold, as holdback, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer will pay all holdback to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

15.2 Honeywell may in its sole discretion direct Customer in writing to pay any amounts due under this Agreement to HGF, which direction will be Customer's full and sufficient authority for so doing.

16. Work by Others

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer will indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification will survive termination of this Agreement for whatever reason. Nothing in this Section 16 will be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. Delivery

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell will be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell will be C.I.F. at site of installation.

18. Damage or Loss

Honeywell will not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

19. Termination

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess will be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell will pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

19.3 Customer's obligation to pay all amounts and other sums under any HGF Financing will be absolute and unconditional and to the fullest extent permitted by applicable law will not be affected by any circumstance whatsoever including, without limitation, (a) termination or cancellation of this Agreement for any reason whatsoever; (b) any set-off, counterclaim, defence or other right which Customer may have against HGF, Honeywell or anyone for any reason whatsoever; (c) any defect in title, condition, design, operation or fitness for use of, or any damage to, confiscation of, or loss or destruction of, the Equipment, or any interference, interruption or cessation in, or prohibition of, the use or possession thereof by Customer for any reason whatsoever; or (d) any other cause, it being the intention of the parties that all amounts and other sums due under any HGF Financing will continue to be payable by Customer in all events and in the manner and at the times provided.

20. Changes in the Work

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer will issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution article of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

21. Acceptance of the Work

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days will constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer will indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification will survive termination of this Agreement for whatever reason. Nothing in this Section 21 will be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. Definitions

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mould" means any type or form of fungus or biological material or agent, including mould, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.