

05-1400-CD  
Innovent Air Handling Equ. Vs TQA Fab.

Innovent Air Handling Equip. vs TQA Fab.  
2005-1400-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING  
EQUIPMENT, LLC,

Plaintiff

vs.

TQA FABRICATIONS, INC.,

Defendant

)  
: No. 05-1400-CD  
)  
: Type of Pleading Filed:  
)  
: Complaint  
)  
: Filed on Behalf of: Plaintiff  
)  
: Counsel of Record for this Party:  
)  
: Robert A. Mix, Esquire  
)  
: LEE, GREEN & REITER, INC.  
: 115 East High Street  
)  
: PO Box 179  
: Bellefonte, PA 16823  
)  
: 814-355-4769

FILED  
m 12:03 PM  
SEP 09 2005  
ccShaw  
Atty. pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING )  
EQUIPMENT, LLC, : No.  
Plaintiff )  
: vs. )  
: )  
TQA FABRICATIONS, INC., )  
Defendant :  
:

NOTICE

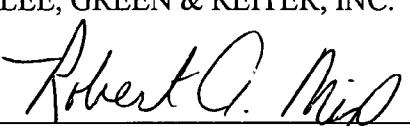
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David Meholic, Court Administrator  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

LEE, GREEN & REITER, INC.

By:

  
Robert A. Mix, Esq., ID 16164  
Attorney for Plaintiff  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING )  
EQUIPMENT, LLC. :  
Plaintiff ) No.  
vs. )  
TQA FABRICATIONS, INC. :  
Defendant )

**COMPLAINT**

Now Comes Innovent Air Handling Equipment, LLC by and through its attorneys, Lee, Green & Reiter, Inc., and respectfully represents:

1. Plaintiff is Innovent Air Handling Equipment, LLC, a Wisconsin limited liability company with a place of business located at 400 Ross Avenue, Schofield, Wisconsin 54476.
2. Defendant is TQA Fabrications, Inc., a Pennsylvania corporation with a place of business located at 164 Industrial Park Road, Clearfield, PA 16830.
3. At all times relevant to this civil action, Plaintiff was engaged in the business of selling air handling equipment.
4. At all times relevant to this civil action, Defendant was engaged in the business of construction.
5. On or about September 9, 2003 Defendant submitted a purchase order to Plaintiff for equipment of the description and at the price set forth therein, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A".

6. On or about December 3, 2004, Defendant submitted an Application for Credit and executed a document acknowledging the terms and conditions of sale with reference to the equipment ordered, true and correct copies of which are attached hereto, incorporated herein and marked Exhibit "B".

7. On or about January 13, 2004, Plaintiff sold and delivered the equipment ordered to Defendant. A true and correct copy of the invoice is attached hereto, incorporated herein and marked Exhibit "C".

7. Defendant received and accepted said equipment.

8. The price charged for said equipment was fair and reasonable and the price Defendant agreed to pay.

9. The sum of \$30,000.00 is currently due and owing to Plaintiff by Defendant for said equipment.

10. Despite a demand therefore, Defendant has failed and refused to pay said sum to Plaintiff.

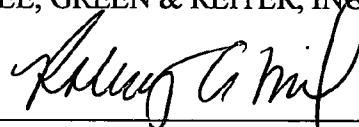
11. Pursuant to the Credit Application and terms and condition of sale, Defendant agreed to pay a service charge of 1 ½ % per month on an overdue balance on its account.

12. Pursuant to the Credit Application and terms and condition of sale, Defendant agreed to pay any collection costs, to include reasonable attorney's fees incurred by Plaintiff in collecting any overdue balance on Defendant's account.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$38,100.00, plus additional interest, collection costs, attorney's fees and costs.

LEE, GREEN & REITER, INC.

By:

  
Robert A. Mix, Esq., ID #16164

Attorney for Plaintiff

115 East High Street

PO Box 179

Bellefonte, PA 16823

814-355-4769

NOV. 19. 2003 2:53PM ALLEGHENY ENGINEERINGS, Inc. 814-758-7120 P.1/3 P.3

TQA Fabrications, Inc.

Industrial Park Road  
P.O. Box 805  
Clearfield, PA 16830

## Purchase Order

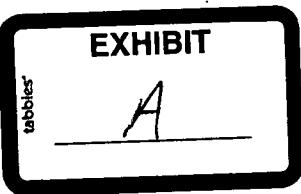
DATE	P.O. NO.
9/4/2003	1027

Vendor
Innovent, Inc. c/o Allegheny Engineering Co. P.O. Box 12567 Pittsburgh, PA 15241

SHIP TO

To: DAVID PFLUM

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Parts	Heatex Air Unit for DEP	1	38,288.00	38,288.00
				Total \$38,288.00



Dec 04 03 02:44p TQA Fabrications, Inc. 814-768-7217  
NOV. 19, 2003 6:53PM ALLEGHENY ENG. NO. 640

814-768-7217

NO. 648

P. 4/4

P.2



# Innovent

*Air Handling Equipment*

**CREDIT APPLICATION**

LEGAL NAME OF BUSINESS <b>TGA Fabrications</b>	SHIP TO ADDRESS (JOB ADDRESS) <b>Philipsburg - DEP</b>	STREET	
STREET OR MAILING ADDRESS <b>Industrial Park, P.O. Box 805</b>	STREET OR MAILING ADDRESS <b>1860 Enterprise Drive</b>		
CITY, STATE, ZIP CODE <b>Clearfield, PA 16830</b>	CITY, STATE, ZIP CODE <b>Philipsburg, PA 16866</b>		
AREA CODE AND TELEPHONE [COUNTY] <b>814.768-7272 [Clearfield]</b>	PROPRIETOR SHIP	PARTNER COPR.	JOINT VENTURE
PRINCIPAL OF BUSINESS <b>Eric Porter</b>	TAX EXEMPT YES NO	IF YES ATTACH EXEMPTION CERT.	
TITLE <b>President</b>	GROSS SALES LAST YEAR:		

TRADE REFERENCES MAJOR SUPPLIERS	
NAME <b>Maydad Supply</b>	NAME <b>R.D. White Sales</b>
ADDRESS <b>1100 W. 10th Street</b>	ADDRESS <b>Construction Tool Sys.</b>
CITY, STATE, ZIP CODE <b>Antioch</b>	CITY, STATE, ZIP CODE <b>Washington</b>
TELEPHONE <b>943-6194 (443-7451)</b>	TELEPHONE <b>724-222-1200</b>
SEND	
CITY, STATE, ZIP CODE <b>Pittsburgh</b>	TELEPHONE <b>1-800-232-6702</b>
TELEPHONE <b>724-222-5525</b>	TELEPHONE <b>231-3096 202</b>
JOB INFORMATION:	
PROJECT ENGINEER <b>Miller Bros. Construction</b>	<b>Jim Miller Jr / Jim Rich</b>
BOND NUMBER <b>NIA</b>	
INSURANCE CO. <b></b>	UNDERWRITER <b></b>
STREET ADDRESS <b></b>	
CITY, STATE, ZIP CODE <b></b>	

BANK/FINANCIAL INSTITUTION REFERENCES	
NAME <u>County National Bank</u>	NAME
ADDRESS <u>2nd Street</u>	ADDRESS
CITY, STATE ZIP CODE <u>Cheyenne, Wyo. 82001</u>	CITY, STATE ZIP CODE
ACCOUNT NO. <u>12445877</u>	ACCOUNT NO.
CONTACT	CONTACT

A copy of your latest financial statement should be forwarded with this application to expedite our credit review. This information will remain in confidence.

1. *Leucanthemum vulgare* L.

*You are giving us permission to furnish the information contained in this record. You are also authorizing the listed references to furnish information on your payment record.*

Siglatura

President

12-04-03

PAGE 2/5 \* RCVD AT 12/4/03 1:27:37 PM [Central Standard Time] \* SVR:J11 \* DNIS:2022 \* CBID:814 768 7217 \* DURATION (min-ss):03-16

**EXHIBIT**

B

Dec 04 03 02:45p TQA Fabrications, Inc. 814-768-7217 p.5  
 NOV.19.2003 6:52PM NO.640 P.2/4

Innovoent Air Handling Equipment, LLC (formerly Heatec, Inc.)  
 Job DEP

Terms and Conditions of Sale

Purchase Order No.: 1027

Acceptance and Prices - This proposal is subject to acceptance within six months from the purchase order confirmation date, and the prices are subject to change without notice prior to acceptance by Buyer. Any portion of this contract can be changed or omitted with the permission of buyer and seller. The remaining part of this agreement is not voided by changing any part thereof.

Acceptance of orders for HEATEX INC. (The "Company") shall be made solely at its manufacturing facilities.

Performance - The Company shall be obliged to furnish only the goods described in the purchase order.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the finished product to the direct or indirect benefit of the government, or upon any like or unlike cause beyond the control of the Company. Upon the occurrence of any such event as aforesaid, the Company may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the Buyer. If the company elects to renegotiate, and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

Prices - To the prices and terms quoted add any manufacturer's gross receipts, taxes, or use tax, either Federal, State, or local, payable on the transaction under any applicable statute.

Warranty and Liability - The Company warrants for a period of 12 months from the initial start-up or 18 months from date of shipment, whichever is less, that the Company products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in the Company's catalog and bulletins provided, that no warranty is made against corrosion, erosion or deterioration. The Company's obligations and liabilities under this warranty are limited to replacement of all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No warranty or liability whatever shall attach to the Company until said products have been paid for. Said liability shall be limited to the purchase price of the equipment shown to be defective.

Warranty Disclaimer - The above warranties are given in lieu of all other warranties, express or implied, including THE IMPLIED WARRANTY OF MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise arising from course of dealing or trade.

Liability Disclaimer - In no event shall HEATEX INC. be liable for any incidental or consequential damages resulting from the use, misuse, or inability to use the products. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

Patent Indemnity - The company shall protect and indemnify the Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, the Company shall promptly be notified and given full opportunity to negotiate a settlement. The Company does not warrant against infringement by reason of the Buyer's design of the articles or the use thereof in combination with other materials, or in the operation of any process. In the event of litigation, the Buyer agrees reasonably to cooperate with the Company. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense.

Shipment Dates - Shipment dates are estimates only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipment shall be f.o.b. factory with title passing to the buyer upon delivery to the carrier by the Company.

Returns - Goods may not be returned except by permission of the Company, and when so returned will be subject to discount.

Cancellation - If, following acceptance of this proposal by the Buyer, all or any portion of this order is cancelled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Payment - Upon credit approval, payment terms for goods shipped hereunder will be 30 days net with no discounts unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if less, amount. Customer agrees to pay all Heatec legal fees that occur because of non payment of this purchase order for the above named job.

Signature & Dates 8/8/03

12-04-03

Position: President

Please note 'Remit To' address

REMIT PAYMENT TO:

PHONE: 715-359-6171 FAX: 715-355-6410

BIN 145

Milwaukee WI USA

**INVOICE****REPRINT**

SHIP TO: TQA FABRICATIONS INC  
P O BOX 805  
INDUSTRIAL PARK RD  
CLEARFIELD PA 16830

INVOICE NO. 1610029  
DATE 01/20/04  
PAGE 1  
PROD/FILE NO. 1471460A  
CUST ACCOUNT NO. 83535591  
CUST ORDER NO. 1027  
TAX STATE PA

SOLD TO: TQA FABRICATIONS INC  
INDUSTRIAL PARK ROAD  
PO BOX 805  
CLEARFIELD PA 16830

AGENT 1170 ALLEGHENY ENGINEERING CO  
INNOVENT JOB NO. 203207/0007387  
CHANNEL H ASSEMBLED TO ORDER  
WAREHOUSE 850 FOB INNOVENT - ST PAUL, MN  
SHIP DATE 01/13/04 CUST REQ 12/30/03  
CARRIER OT  
PRO # JRS  
TAG PREPAID  
JOB NAME DEP OFFICE

QUANTITY			ITEM NUMBER	ITEM DESCRIPTION	UNIT LIST PRICE	EXTENDED AMOUNT	TAX CODE
Ordered	B/O	Shipped					
1.0		1.0	85INNOVENTMISC	*			
E-LASER-1/SP-2800-AC/HG/HD-IF 3 A TAG ERU-1							
EXHIBIT C							
THANK YOU							
TERMS: Net 30 Days							
Net Merchandise				38,288.00	Taxes	0.00	Invoice Amount U.S. Dollars
				38,288.00			

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INNOVENT AIR HANDLING	)	
EQUIPMENT, LLC.	:	
	Plaintiff	) No.
	:	
vs.	)	
	:	
	)	
TQA FABRICATIONS, INC.	:	
	Defendant	)

VERIFICATION

Erin Zimmerman states that he/she is the Credit Analyst of Innovent Air Handling Equipment, LLC; that he/she is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Erin Zimmerman

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **100801**

INNOVENT AIR HANDLING EQUIPMENT LLC

Case # **05-1400-CD**

vs.

TQA FABRICATIONS INC.

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW January 11, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TQA FABRICATIONS INC., DEFENDANT. BUSINESS CLOSED.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	LEE	12088	10.00
SHERIFF HAWKINS	LEE	12088	16.37

Sworn to Before me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

**FILED**  
10:30 AM  
JAN 12 2006  
*WAS*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INNOVENT AIR HANDLING  
EQUIPMENT, LLC,

Plaintiff

vs.

TQA FABRICATIONS, INC.,

Defendant

)  
: No. 05-1400-CJ  
)  
: Type of Pleading Filed:  
)  
: Complaint  
)  
: Filed on Behalf of: Plaintiff  
)  
: Counsel of Record for this Party:  
)  
: Robert A. Mix, Esquire  
) LEE, GREEN & REITER, INC.  
: 115 East High Street  
) PO Box 179  
: Bellefonte, PA 16823  
) 814-355-4769

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

SEP 09 2005

Attest.

*William B. Hause*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING	)	
EQUIPMENT, LLC,	:	No.
Plaintiff	)	
	:	
vs.	)	
	:	
TQA FABRICATIONS, INC.,	)	
Defendant	:	

NOTICE

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David Meholick, Court Administrator  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

LEE, GREEN & REITER, INC.

By:

  
Robert A. Mix, Esq., ID 16164

Attorney for Plaintiff  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING	)
EQUIPMENT, LLC.	:
	Plaintiff ) No.
	:
vs.	)
	:
	)
TQA FABRICATIONS, INC.	:
	Defendant )

**COMPLAINT**

Now Comes Innovent Air Handling Equipment, LLC by and through its attorneys, Lee, Green & Reiter, Inc., and respectfully represents:

1. Plaintiff is Innovent Air Handling Equipment, LLC, a Wisconsin limited liability company with a place of business located at 400 Ross Avenue, Schofield, Wisconsin 54476.
2. Defendant is TQA Fabrications, Inc., a Pennsylvania corporation with a place of business located at 164 Industrial Park Road, Clearfield, PA 16830.
3. At all times relevant to this civil action, Plaintiff was engaged in the business of selling air handling equipment.
4. At all times relevant to this civil action, Defendant was engaged in the business of construction.
5. On or about September 9, 2003 Defendant submitted a purchase order to Plaintiff for equipment of the description and at the price set forth therein, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A".

6. On or about December 3, 2004, Defendant submitted an Application for Credit and executed a document acknowledging the terms and conditions of sale with reference to the equipment ordered, true and correct copies of which are attached hereto, incorporated herein and marked Exhibit "B".

7. On or about January 13, 2004, Plaintiff sold and delivered the equipment ordered to Defendant. A true and correct copy of the invoice is attached hereto, incorporated herein and marked Exhibit "C".

7. Defendant received and accepted said equipment.

8. The price charged for said equipment was fair and reasonable and the price Defendant agreed to pay.

9. The sum of \$30,000.00 is currently due and owing to Plaintiff by Defendant for said equipment.

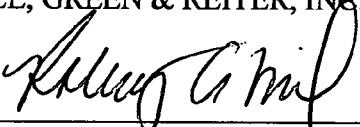
10. Despite a demand therefore, Defendant has failed and refused to pay said sum to Plaintiff.

11. Pursuant to the Credit Application and terms and condition of sale, Defendant agreed to pay a service charge of 1 ½ % per month on an overdue balance on its account.

12. Pursuant to the Credit Application and terms and condition of sale, Defendant agreed to pay any collection costs, to include reasonable attorney's fees incurred by Plaintiff in collecting any overdue balance on Defendant's account.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$38,100.00, plus additional interest, collection costs, attorney's fees and costs.

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

NOV. 19. 2003 2:53PM ALLEGHENY ENGINEERING, Inc. 814-758-7460 NO. 620 P. 1/3 P. 3

TQA Fabrications, Inc.

Industrial Park Road  
P.O. Box 805  
Clearfield, PA 16830

## Purchase Order

DATE	P.O. NO.
9/4/2003	1027

Vendor
Innovent, Inc. c/o Allegheny Engineering Co. P.O. Box 12567 Pittsburgh, PA 15241

SHIP TO

To: DAVID PFLUM

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Parts	Heatex Air Unit for DEP	1	38,288.00	38,288.00
				Total \$38,288.00



Dec 04 03 02:44P TQA Fabrications, Inc. 814-768-7217 P-2  
 NOV.19.2003 6:53PM ALLEGHENY ENG. NO.640 P.4/4



## CREDIT APPLICATION

LEGAL NAME OF BUSINESS <b>TQA Fabrications</b>	SHIP TO ADDRESS (JOB ADDRESS) <b>Philipsburg - DEP</b>				
STREET OR MAILING ADDRESS <b>Industrial Park Rd. Box 805</b>	STREET OR MAILING ADDRESS <b>1860 Enterprise Drive</b>				
CITY, STATE, ZIP CODE <b>Clearfield, PA 16830</b>	CITY, STATE, ZIP CODE <b>Philipsburg, PA 16620</b>				
AREA CODE AND TELEPHONE (CITY) <b>(814) 768-7217 Clearfield</b>	PROPRIETOR SHIP	PARTNER SHIP	CORP. SHIP	JOINT SHIP	VENTURE SHIP
PRINCIPAL(S) OF BUSINESS NAME <b>Eric Foster</b>	TAX EXEMPT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	IF YES ATTACH EXEMPTION CERT.			
TITLE <b>President</b>	GROSS SALES LAST YEAR:				

TRADE REFERENCES (MAJOR SUPPLIERS) NAME <b>Mavdod Supply</b>	NAME <b>TD White Sales</b>	NAME <b>Construction Tool Sys.</b>			
ADDRESS <b>1</b>	ADDRESS <b>1</b>	ADDRESS <b>1</b>			
CITY, STATE, ZIP CODE <b>Antonc 65194</b>	CITY, STATE, ZIP CODE <b>Washington 15301</b>	CITY, STATE, ZIP CODE <b>Pittsburgh 15222</b>			
TELEPHONE <b>943-6194 (43-748)</b>	TELEPHONE <b>724-222-1200</b>	TELEPHONE <b>1-800-332-6702</b>			
		814-3090 3096			
724-222-5525 Fax		731-3096 Fax			
JOB INFORMATION: PROJECT ENGINEER: <b>Miller Bros. Construction</b> : <b>Tom Miller Jr / Tom Rich</b>					
BOND NUMBER <b>N/A</b>	UNDERWRITER				
INSURANCE CO.					
STREET ADDRESS					
CITY, STATE, ZIP CODE					

BANK/FINANCIAL INSTITUTION REFERENCES NAME <b>County National Bank</b>	NAME <b>A/A</b>
ADDRESS <b>2nd Street</b>	ADDRESS <b>1</b>
CITY, STATE, ZIP CODE <b>Clearfield, PA 16830</b>	CITY, STATE, ZIP CODE <b>1</b>
ACCOUNT NO. <b>1</b>	ACCOUNT NO. <b>1</b>
CONTACT <b>Janey Pitts</b>	CONTACT <b>1</b>

A copy of your latest financial statement should be forwarded with this application to expedite our credit review.  
 This information will remain confidential.

You are hereby certifying the information furnished is correct. You are also authorizing the listed references to furnish information on your payment record.

Signature

TRIS

12-04-03  
Date

EXHIBIT

12

B

Dec 04 03 02:45p TQA Fabrications, Inc. 814-768-7217 p.5  
 NOV.19.2003 6:52PM NO.648 P.2/4

Innovoent Air Handling Equipment, LLC (formerly Heatek, Inc.)  
 Job DEP Terms and Conditions of Sale

Purchase Order No.: 1027

**Acceptance and Price.** This proposal is subject to acceptance within six months from the purchase order confirmation date, and the prices are subject to change without notice prior to acceptance by buyer. Any portion of this contract can be changed or omitted with permission of buyer and seller. The remaining part of this agreement is not voided by changing any part thereof.

Acceptance of orders for HEATEK INC. (The "Company") shall be made solely at its manufacturing facilities.

**Performance.** The Company shall be obliged to furnish only the goods described in the purchase order.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon the occurrence of any such event as aforesaid, the Company may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the buyer. If the company elects to renegotiate, and the Company and the buyer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

**Taxes.** To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, State, or local, payable on the transaction under any applicable statute.

**Warranty and Liability.** The Company warrants for a period of 12 months from the initial start-up or 18 months from date of shipment, whichever is less, that the Company products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in the Company's catalog and bulletin; provided, that no warranty is made against corrosion, erosion or deterioration. The Company's obligations and liabilities under this warranty are limited to replacement of all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

**No warranty or liability** whatever shall attach to the Company until said products have been paid for. Said liability shall be limited to the purchase price of the equipment shown to be defective.

**Warranty Disclaimer.** The above warranties are given in lieu of all other warranties, express or implied, including the implied warranty of MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise arising from courses of dealing or trade.

**Liability Disclaimer.** In no event shall HEATEK INC. be liable for any incidental or consequential damages resulting from the use, misuse, or inability to use the product. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

**Patent Indemnity.** The company shall protect and indemnify the buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, the Company shall promptly be notified and given full opportunity to negotiate a settlement. The Company does not warrant against infringement by reason of the buyer's design of the articles or the use thereof in combination with other materials, or in the operation of any process. In the event of litigation, the buyer agrees reasonably to cooperate with the Company. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense.

**Shipment Dates.** Shipment dates are estimates only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipment shall be f.o.b. factory with title passing to the buyer upon delivery to the carrier by the Company.

**Returns.** Goods may not be returned except by permission of the Company, and when so returned will be subject to discount.

**Cancellation.** If, following acceptance of this proposal by the buyer, all or any portion of this order is cancelled by the buyer without default on the part of the Company or without the Company's written consent, the buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the buyer.

**Payment.** Upon credit approval, payment terms for goods shipped hereunder will be 30 days net with no discounts unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if lesser, account. Customer agrees to pay all Heatek legal fees that occur because of non payment of this purchase order for the above cancellation.

Signature & Date: 12-04-03

Position: President

Please note 'Remit To' address

REMIT PAYMENT TO:

PHONE: 715-359-6171 FAX: 715-355-6410

BIN 145

Milwaukee WI USA

**INVOICE****REPRINT**

SHIP TO: TQA FABRICATIONS INC  
P O BOX 805  
INDUSTRIAL PARK RD  
CLEARFIELD PA 16830

INVOICE NO. 1610029  
DATE 01/20/04  
PAGE 1  
PROD/FILE NO. 1471460A  
CUST ACCOUNT NO. 83535591  
CUST ORDER NO. 1027  
TAX STATE PA

SOLD TO: TQA FABRICATIONS INC  
INDUSTRIAL PARK ROAD  
PO BOX 805  
CLEARFIELD PA 16830

AGENT 1170 ALLEGHENY ENGINEERING CO  
INNOVENT JOB NO. 203207/0007387  
CHANNEL H ASSEMBLED TO ORDER  
WAREHOUSE 850 FOB INNOVENT - ST PAUL, MN  
SHIP DATE 01/13/04 CUST REQ 12/30/03  
CARRIER OT  
PRO # JRS PREPAID  
TAG  
JOB NAME DEP OFFICE

QUANTITY			ITEM NUMBER	ITEM DESCRIPTION	UNIT LIST PRICE	EXTENDED AMOUNT	TAX CODE
Ordered	B/O	Shipped					
1.0		1.0	85INNOVENTMISC	* E-LASER-1/SP-2800-AC/HG/HD-IF 3 A TAG ERU-1			
<b>EXHIBIT</b>							
C							
THANK YOU							
TERMS: Net 30 Days				Net Merchandise	38,288.00	Taxes	0.00
						Invoice Amount U.S. Dollars	38,288.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INNOVENT AIR HANDLING	)
EQUIPMENT, LLC.	:
	Plaintiff
	) No.
	:
vs.	)
	:
	)
TQA FABRICATIONS, INC.	:
	Defendant
	)

VERIFICATION

Erin Zimmerman states that he/she is the Credit Analyst of Innovent Air Handling Equipment, LLC; that he/she is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Erin Zimmerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION – LAW

INNOVENT AIR HANDLING )  
EQUIPMENT, LLC )  
Plaintiff ) No.2005-1400  
vs. )  
TQA FABRICATIONS, INC., )  
Defendant )

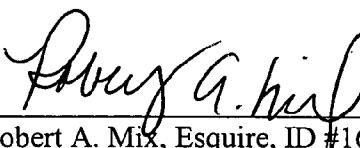
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter discontinued of record.

LEE, GREEN & REITER, INC.:

Date: May 5, 2010

By: 

Robert A. Mix, Esquire, ID #16164  
Attorney for Plaintiff  
115 E. High St., P.O. Box 179  
Bellefonte, PA 16823  
(814) 355-4769

FILED  
MAY 5 2010  
S MAY 07 2010  
cc  
William A. Shaw  
Prothonotary/Clerk of Courts  
⑥

**FILED**

**MAY 07 2010**

William A. Shaw  
Prothonotary/Clerk of Courts