

05-1400-CD
Innovent Air Handling Equip. 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 ^(S)ecshf
MB-0301
SEP 09 2005 Att'y. fee. 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 12:53PM

ALLEGHENY ENGINEERING, Inc.

814-758-7100

P.1/3 p.3

TQA Fabrications, Inc.

Industrial Park Road

P.O. Box 805

Clearfield, PA 16830

Purchase Order

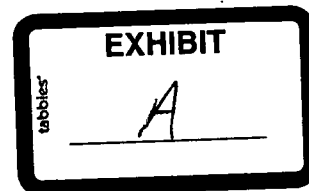
DATE	P.O. NO.
9/4/2003	1027

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

SHIP TO

To: DAVID PELUM

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 TQR Fabrications, Inc.
 NOV.19.2003 6:53PM ALLEGHENY ENG.

814-768-7217
 NO.640 P.4/4

P.2



CREDIT APPLICATION

LEGAL NAME OF BUSINESS TQR Fabrications		BNP TO ADDRESS (JOB ADDRESS) SITE	
STREET OR MAILING ADDRESS Industrial Park Rd. PA Box 805		STREET OR MAILING ADDRESS Philipsburg DEP	
CITY, STATE, ZIP CODE Clearfield PA 16830		CITY, STATE, ZIP CODE 186 Enterprise Drive	
AREA CODE AND TELEPHONE (COUNTY) (814) 768-7217 Clearfield		PROPRIETOR- SHP <input type="checkbox"/> PARTNER- SHP <input type="checkbox"/> CORP. <input checked="" type="checkbox"/> JOINT VENTURE <input type="checkbox"/>	
PRINCIPAL(S) OF BUSINESS NAME TITLE Eric Porter President		TAX EXEMPT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES ATTACH EXEMPTION CERT.	
GROSS SALES LAST YEAR:			

TRADE REFERENCES (MAJOR SUPPLIERS)		
NAME Maxwell Supply	NAME RD White Sales	NAME Construction Tool Svs.
ADDRESS 6506	ADDRESS Washington	ADDRESS Pittsburgh
CITY, STATE, ZIP CODE Altoona PA 16801	CITY, STATE, ZIP CODE 724-232-1300	CITY, STATE, ZIP CODE 1-800-232-6702
TELEPHONE 943-6194 (43-7481)	TELEPHONE 724-232-5525 Ext	TELEPHONE 231-3086 Ext

JOB INFORMATION:	
PROJECT ENGINEER Miller Bros. Construction	Jim Miller Jr / Jim Rich
BOND NUMBER N/A	
INSURANCE CO.	UNDERWRITER
STREET ADDRESS	
CITY, STATE, ZIP CODE	

BANK/FINANCIAL INSTITUTION REFERENCES	
NAME County National Bank	NAME
ADDRESS 2nd Street	ADDRESS
CITY, STATE, ZIP CODE Clearfield Pa 16830	CITY, STATE, ZIP CODE N/A
ACCOUNT NO. 1000000000	ACCOUNT NO. CONTACT

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

Your signature certifies the information furnished is correct. You are also authorizing the listed references to furnish information on your payment record.

Signature

President
 Title

12-04-03
 Date

EXHIBIT

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Dec 04 03 02:45p TQA Fabrications, Inc.
NOV.19.2003 6:52PM ALLEGHENY ENG.

814-768-7217
NO.648 P.2/4

P.5

Innovent Air Handling Equipment, LLC (formerly Heatex, Inc.)

Terms and Conditions of Sale

Job: DEP

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 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.

Terms - 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 status.

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 catalogs 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 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. Shipments 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 retentions 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 amount. Customer agrees to pay all Heatex legal fees that occur because of non payment of this purchase order for the above named job.

Signature & Date:

Position:

[Signature] 12-04-03
President

Please note 'Remit To' address



Innovent

REMIT PAYMENT TO:

Air Handling Equipment, LLC
Innovent

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 16830INVOICE NO. 1610029
DATE 01/20/04
PAGE 1
PROD/FILE NO. 1471460A
CUST ACCOUNT NO. 83535591
CUST ORDER NO. 1027
TAX STATE PASOLD TO: TQA FABRICATIONS INC
INDUSTRIAL PARK ROAD
PO BOX 805
CLEARFIELD PA 16830AGENT 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
JOB NAME DEP OFFICE PREPAID

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			
TERMS: Net 30 Days			THANK YOU				
			Net Merchandise		38,288.00	Taxes	0.00
					Invoice Amount U.S. Dollars		
					38,288.00		

EXHIBIT

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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.
:
)
:
)
:
)

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

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED
9:10:30 AM
JAN 12 2006

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-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

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. R...
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	:	

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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.

814-758-7100

P.1/3 P.3

TQA Fabrications, Inc.

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

Purchase Order

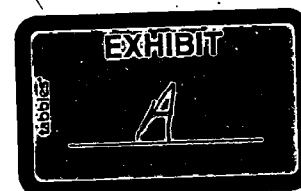
DATE	P.O. NO.
9/4/2003	1027

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

SHIP TO

To: DAVID PELUM

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 TQR Fabrications, Inc.
 NOV.19.2003 6:53PM ALLEGHENY ENG.

814-768-7217
 NO.640

P.4/4 p.2



CREDIT APPLICATION

LEGAL NAME OF BUSINESS TQA Fabrications	SHIP TO ADDRESS (JOB ADDRESS) Philipsburg - DEP
STREET OR MAILING ADDRESS Industrial Rd. PA Box 805	STREET OR MAILING ADDRESS 186 Enterprise Drive
CITY, STATE, ZIP CODE Clearfield PA 16830	CITY, STATE, ZIP CODE Philipsburg PA 16866
AREA CODE AND TELEPHONE (COUNTRY) (814) 768-7217	PROPRIETOR- <input type="checkbox"/> PARTNER- <input type="checkbox"/> CORP. <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/>
PRINCIPAL(S) OF BUSINESS NAME TITLE Eric Porter President	TAX YES <input checked="" type="checkbox"/> EXEMPT NO <input type="checkbox"/> IF YES ATTACH EXEMPTION CERT.
	GROSS SALES LAST YEAR:

TRADE REFERENCES (MAJOR SUPPLIERS)		
NAME Maddox Supply	NAME RD White Sales	NAME Construction Tool Svs.
ADDRESS 6506	ADDRESS Washington	ADDRESS Pittsburgh
CITY, STATE, ZIP CODE Attona	CITY, STATE, ZIP CODE Washington	CITY, STATE, ZIP CODE Pittsburgh
TELEPHONE 943-6194 (43-748)	TELEPHONE 724-222-1300	TELEPHONE 1-800-232-6702

JOB INFORMATION:	
PROJECT ENGINEER Miller Bros. Construction	Jim Miller Jr / Jim Rich
BOND NUMBER N/A	
INSURANCE CO.	UNDERWRITER
STREET ADDRESS	
CITY, STATE, ZIP CODE	

BANK/FINANCIAL INSTITUTION REFERENCES	
NAME County National Bank	NAME
ADDRESS 2nd Street	ADDRESS
CITY, STATE, ZIP CODE Clearfield Pa 16830	CITY, STATE, ZIP CODE N/A
ACCOUNT NO. Larry Pitt	ACCOUNT NO. CONTACT

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

Your signature certifies the information furnished is correct. You are also authorizing the listed references to furnish information on your payment record.

Signature

President
 Title

12-04-03
 Date

EXHIBIT

B

Dec 04 03 02:45p TQA Fabrications, Inc.
 NOV.19.2003 6:52PM ALLEGHENY ENG.

814-768-7217
 NO.648 P.2/4

P.5

Innovent Air Handling Equipment, LLC (formerly Heatex, Inc.)

Terms and Conditions of Sale

Job #

D&P

Purchase Order No.:

1027

Acceptance and Prices - This proposal is subject to acceptance within six months from this 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 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 directs 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 catalogs 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 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 proceedings 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. Shipments shall be f.o.b. factory with title passing to the buyer upon delivery to the carrier by the Company.

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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.

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Signature & Date:

[Signature]

12-04-03

Position:

President

Please note 'Remit To' address



Innovent

Air Handling Equipment, LLC

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
JOB NAME DEP OFFICE PREPAID

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			
TERMS: Net 30 Days			THANK YOU				
			Net Merchandise		38,288.00	Taxes 0.00	Invoice Amount U.S. Dollars 38,288.00

EXHIBIT

tabbies

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)	

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

vs.

TQA FABRICATIONS, INC.,

Defendant

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No.2005-1400

PRAECIPE TO DISCONTINUE

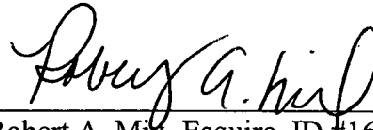
TO THE PROTHONOTARY:

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 07 2010

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 07 2010

William A. Shaw
Prothonotary/Clerk of Courts