

July 7, 2023

Cross Insurance Arena
1 Civic Center Square
Portland, ME 04101

QUOTATION: 180613-016AAR – Rev. 5
Cross Insurance Arena, Portland ME

As the preferred supplier to the NHL & AHL and preferred partner to Spectra, Athletica Sport Systems Inc.® thanks you for the opportunity to submit a quote to **Supply & Install one (1) CrystaPlex® Series 6A Aluminum Prefabricated Dasher Board System**. This project is to be **Retrofit Construction to an Existing Building** with an Existing Refrigerated Slab. **Drawings and Specifications not provided**. Existing system is Rink Systems from 2002 (with steel ice dam). This facility is proposed to be 200 ft long by 85 ft wide, with 29 ft radius corners. Summary of scope of work will include:

BASE BID

FRAME

- Frames to be structural aluminum and 39 1/2" high. Typical 96" length for straights and 88" for curved panels.
- Frames constructed with opposing 'C' channel base on sides and boxes.
- Frames constructed with conversion friendly 3/8" thick x 3" high x 6" wide aluminum 6005-T6 alloyed angle base on ends and corners.
- The dashers are to be installed onto a concrete refrigerated slab.
- 4 player gates 30" wide.
- 2 penalty gates 30" wide.
- 1 access gate 48" wide in the side of the rink.
- 1 double leaf access gate 68" wide in the radius of the rink.
- 1 double leaf machine gate 120" wide for the end of the rink with 2 cane bolts.
- 12 lift out sections 48" wide for the sides and corners of the rink.

STEEL ICE DAM

- 2" steel Ice Dam for the entire perimeter of the rink. Steel ice dam to be a C6 x 8.2#/ft channel. Steel channel to be hot dipped galvanized after fabrication. Ice dam to have a 1/2" thick colored poly by 2" high kick plate nailed to the ice side and insulated with 1 1/2" rigid insulation on the underside.
- Each section of dam shall incorporate a double set of 5/8" anchors for attaching the dasher panels. One set for primary use and one set for backup.
- Includes surveying anchors (all dasher boards must be removed by arena staff). July 24-28, 2023.

BOARD CLADDING

- .500" thick CrystaPlex® Stay-White polyethylene board Facing.
- .750" thick polyethylene Caprail top edge, front and back, routed to 3/8" radius.
- Cap rail is to be grooved to a depth of 3/8" for acrylic glazing on ends.
- Color for the Caprail to be standard color.

INLAID KICKPLATE

- .500" thick x 8" high, polyethylene Kickplate.
- Color for the Kickplate to be chosen from standard colors.
- Kickplate to be inlaid flush with facing of the boards for more consistent puck play and easier facing replacement.

GLAZING AND SUPPORTS

- 96" high **CrystaPlex® 590 Plus** acrylic on two ends including radius sections.
- 60" high x 1/2" tempered glass on the player box side of the rink.
- 60" high x 1/2" tempered glass opposite the player box side.
- The shielding system is to be CrystaPlex® SUPPORTED ends.

- The shield supports are to be CrystaPlex® aluminum HDR Quick Release.
- The shield supports are to extend to within 13" (standard) of the top of the shielding.
- The shielding system is to have SEAMLESS sides.
- Shielding in front of the scorer's table shall have a 3 1/4" diameter speak hole.
- Glass heights are above cap rail

NOTE: **CrystaPlex® 590 Plus** acrylic thickness will not be less than .541" and not exceed to .620"
This material has been tested and approved by the NHL.

PLAYERS, PENALTY AND TIMEKEEPERS – BOXES (Based on New Configuration)

- Player boxes are to be 32' long and 8' deep with side and back walls. 36" opening in each boxes side wall.
- There is a 6' opening between the players boxes.
- Penalty boxes are to be 8' long and 6' deep with side and back walls.
- Timers box is to be 6' long and 6' deep with side and back walls.
- .375" thick half height backer panel and water bottle shelf to be included for the player's and penalty boxes.
- Penalty & timer's boxes are to be located on the opposite side as the player's boxes.
- 1 additional 30" wide gate is to be provided for each one of the penalty boxes in the side walls.
- 1 additional 30" wide gate is to be provided for the back of the timekeeper's box.

PLAYERS, PENALTY AND TIMEKEEPERS - SHIELDING

- 60" high x 1/2" thick tempered glass for the sides of the players boxes.
- 60" high x 1/2" thick tempered glass for the front and sides of the penalty boxes.
- 60" high x 1/2" thick tempered glass for the front and sides of the timer's box.
- 60" high Crystaplex® 590 acrylic for backs of all boxes.

PLAYERS, PENALTY AND TIMEKEEPERS - FLOORS

- Floors for the players, penalty and timer's boxes are to be of aluminum framed construction with 3/4" plywood fastened to base. Rubber flooring to be loose laid on top of plywood.
- Coach's walkway, 13" high by 36" wide to be provided for each player box.

PLAYERS, PENALTY AND TIMEKEEPERS - BENCHES

- Benches are 3/4" thick colored polyethylene top fastened to a 9 1/2" wide aluminum channel.
- Player box benches are to be 24 ft long.
- Benches in the penalty boxes are to be 8 ft long.
- Player and penalty benches are to be removable.
- Timers table is to be provided.

CURVED ACRYLIC TERMINATIONS FOR BOX DIVIDER WALLS

- Provide 4 NHL approved curved acrylic terminations for player's box dividers.
- Provide 2 spare curved acrylic termination assemblies (curved acrylic and posts).

BACKER PANEL

- .375" thick Stay white polyethylene Backer Panel for entire perimeter of rink (except boxes and one end of rink) with Standard hardware.
- Gates will get permanently fastened backer panels with 1/4" type f screws.
- Backer panel to be white and full 41" high.
- .375" thick Stay white polyethylene Backer Panel for one end of rink (panels 20-35) with Quick Release hardware included for easy removal and installation.

ADDITIONAL ITEMS INCLUDED IN BASE BID

- Costs included to Field Measure existing site conditions by a qualified Athletica Sport Systems Inc.® representative.

COMPLETE INSTALLATION:

An approved Athletica Sport Systems Inc.® installation team will install the dasher board system into an existing concrete foundation.

The site must be accessible to a tractor-trailer and industrial forklift and driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 30amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. The surface will be broom clean and work area will be free of all

materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris.

Indoor - The rink slab/surface must support at least a 5000lb forklift. Athletica Sport Systems Inc.® will accept no responsibility for damage to the rink slab/surface caused by driving a forklift on the rink slab/surface. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the rink and the building must be enclosed and lockable. Adequate lighting must be in and operational.

When job is completed or nearing completion, the purchaser must be available for a final walk-through to inspect the rink with an Athletica Sport Systems Inc.® installation supervisor. This will be the purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by Athletica Sport Systems Inc.® warranty, will be replaced at the purchaser's expense. Delays or extra work and expenses caused by the site not being ready will be charged to the purchaser.

*Concrete work to be responsibility of others.

ITEMS NOT INCLUDED IN BASE BID

- Removal & Disposal of existing rink
- Federal, State or Local Taxes
- Performance Bonds or Special Insurance Requirements
- OCIP/CCIP Enrollment Fees
- Any Applicable Permit and/or License Fees
- Garbage Removals / Dumpsters / Cleaning of Boards
- Electrical Work or Concrete Work

BASE BID (freight included)

TO SUPPLY & INSTALL

PLUS APPLICABLE TAXES

\$ 415,410.00 US FUNDS

Decline _____

Accept _____

OPTIONAL PRICING - PLEASE INDICATE DESIRED OPTIONS

OPTION 1: ACRYLIC ON SIDES OF RINK

- To provide seamless **CrystaPlex® 590 Plus** acrylic on both sides of the rink including boxes in lieu of tempered glass in Base Bid.

TO SUPPLY & INSTALL - ADD TO BASE BID

PLUS APPLICABLE TAXES

\$ 12,900.00 US FUNDS

Decline _____

Accept _____

OPTION 2: ATHLETICA SOFTCAP®

- 1" thick SoftCap® safety cap rail on ice side of shielding.
- .750" thick polyethylene cap rail on spectator side of shielding routed to 3/8" radius.
- Color for the cap rail to be standard color.

TO SUPPLY & INSTALL - ADD TO BASE BID

PLUS APPLICABLE TAXES

\$ 7,400.00 US FUNDS

Decline _____

Accept _____

OPTION 3: WATER BOTTLE HOLDERS

- Custom NHL style water bottle holders for players and penalty boxes.

TO SUPPLY & INSTALL - ADD TO BASE BID

PLUS APPLICABLE TAXES

\$ 2,975.00 US FUNDS

Decline _____

Accept _____

OPTION 4: INSTALLATION SUPERVISION

- Includes 2 working supervisors to work with Purchaser's personnel in lieu of complete installation.
- All equipment to be supplied by Purchaser.
- See below for additional information.

SUPERVISION ONLY – DEDUCT FROM BASE BID PLUS APPLICABLE TAXES

(\$ 26,900.00) US FUNDS

Decline _____

Accept _____

INSTALLATION SUPERVISION:

Athletica Sport Systems Inc.® will provide TWO supervisors to oversee the installation of the rink system for 80 hours each (8 days @ 10 hours per day). A minimum charge of \$1000.00 per day per supervisor will be assessed for delays, extra work and expenses caused by the site not being ready or Athletica Sport Systems Inc.® terms and conditions not being met.

Required tools will be supplied by Athletica Sport Systems Inc.®. All equipment that needs to be rented is the sole responsibility of the purchaser. All equipment must be on the job for the duration of the installation.

The purchaser shall provide 5 employees from the conversion staff with good carpentry skills for the duration of the project at its own expense (including any overtime pay, fringe benefits, insurance premiums (including worker's compensation insurance if required by state law), and taxes. The supervisors will work 10 hours a day for 8 consecutive days (excluding weekends). The Installation team, provided by purchaser, will work the same schedule. If the above listed requirements are not met, expenses due to failure to meet the required work schedule will be charged to the purchaser.

The site must be accessible to a tractor-trailer and industrial forklift and driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 15amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. The surface will be broom clean and work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris.

Indoor - The rink slab/surface must support at least a 5000lb forklift and its load (2,500lbs). Athletica Sport Systems Inc.® will accept no responsibility for damage to the rink slab/surface caused by driving a forklift on the rink slab/surface. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the rink and the building must be enclosed and lockable. Adequate lighting must be in and operational.

Before the supervisor leaves the job site, he will be required to obtain an authorized signature from the purchaser that the job is complete and that both parties have fulfilled the terms of this contract. If the job is not completed and signed off within the hours stated in this contract, additional charges will apply. Failure to comply will result in voiding the warranty.

To the fullest extent permitted by law, the purchaser shall indemnify and hold harmless Athletica Sport Systems Inc.®, its supervisor, and its agents and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of, relating to or resulting from any of the work performed by the workers supplied by the purchaser or the condition of the property or premises upon which the installation occurs. Provided that such claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the purchaser or the workers supplied by the purchaser, or anyone employed directly or indirectly by the purchaser or for whose acts the purchaser may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.

*Concrete work to be responsibility of others.

**TAXES ARE NOT INCLUDED IN YOUR BID.
IF YOU ARE TAX EXEMPT, AN EXEMPT CERTIFICATE MUST BE PROVIDED
IN ORDER TO ALLOW TAXES NOT TO BE ADDED TO THIS QUOTATION.**

IT IS VERY IMPORTANT THAT THE FOLLOWING BE FILLED OUT:
PROPOSED PROJECT **COMPLETION** DATE July 2024(July 2023 for anchor survey): Approx 2 weeks for dasher
board installation (1 day for anchor survey)
***Manufacturing lead-times can vary throughout the year. Please contact your Athletica Sport Systems Inc. ®
representative to discuss how we can best meet your delivery needs.***

COLOR OF KICKPLATE _____ COLOR OF TOP SILL _____

FOB: Destination
Unload in Parking Lot (Loading Dock not available)
Prices firm for 30 days

****SHIPPING MUST TAKE PLACE WITHIN 180 DAYS OF ACCEPTANCE BY BOTH PARTIES. IF PROJECT EXTENDS
BEYOND THE 180 DAYS FOR ANY REASON WHATSOEVER THEN THE PRICES REFLECTED IN HERE WILL BE
SUBJECT TO REVIEW.**

Payment Terms: **All payment terms based on Credit Approval (O.A.C)**
45% with placement of signed quotation or purchase order
45% two weeks prior to shipping
10% due 10 days after installation

By: Scott Lebedz
Scott Lebedz – Regional Sales Representative - Northeast

If you require any additional information, please contact Scott Lebedz at 516-458-4785 or slebedz9@gmail.com.

Notwithstanding the foregoing, should Athletica Sport Systems Inc.® be delayed in the commencement, prosecution or completion of the work by any cause beyond Athletica Sport Systems Inc.® control and not due to any fault, neglect, act or omission on its part, then Athletica Sport Systems Inc.® shall be entitled to an extension of time as agreed upon by the parties hereto in writing and shall not be held liable for any liquidated damages for any delays caused by either the owner or general contractor.

This bid is subject to Athletica Sport Systems Inc.® standard terms and conditions and Limited warranty and may be withdrawn without penalty at any time before contract execution. If accepted, sign and return one copy, and retain a duplicate for your files. When approved by one of our officers and returned, it becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If we have not received your acceptance within 60 days from the date hereof, this quotation shall automatically expire. Athletica Sport Systems Inc.® retains a security interest in all the products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Athletica Sport Systems Inc.® to perfect its security interest in the products.

The above proposal is accepted:

(Please make sure you indicated either an accept or decline in the options listed above as well as your completion date and color of kick plate and sill cover in the box provided above. Thank you.):

President/Owner/General Manager

Athletica Sport Systems Inc.®

Name of Signee (please print)

Name of Signee (please print)

Date _____

Date _____

PLEASE COMPLETE THE FOLLOWING ACCOUNT INFORMATION:

Federal ID Number: _____ (for direct importing purposes).

State Tax ____% Local Tax ____% ☐ *Exempt (see below)

*If you are tax exempt, please send us a copy of your Tax Exemption Certificate along with this signed quote. Credits will not be issued after invoicing is complete. Thank you.

IN ADDITION TO THE QUOTATION THE FOLLOWING ITEMS HAVE BEEN INCLUDED

☐ Athletica Sport Systems Inc.® Standard Terms & Conditions

ATHLETICA STANDARD TERMS AND CONDITIONS OF SALE – JANUARY 2021

1. Definitions. In these terms “Seller” means the seller of the Goods as defined herein; “Buyer” means the entity purchasing the Goods, including any successors thereof; “Goods” means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer’s order and accordingly listed in the Approval of Order; “Approval of Order”, in respect of any Buyer’s order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; “Contract” means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller’s Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer’s incorporation. All payments shall be made to Seller’s designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller’s notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller’s request, take any measures necessary under applicable law to protect Seller’s title in the Goods, and lawfully notify Buyer’s present or potential creditors of Seller’s title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller’s ownership of the Goods and shall respectively record the Seller’s ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller’s standard tolerances, instructions of use and recommendations.

b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER’S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.

b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller’s instructions for use, care, storage, maintenance, handling and application of the Goods.

c) Unless otherwise specifically restricted by mandatory applicable law, Seller’s liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller’s pertinent invoice, or in an amount of equivalent goods, all at Seller’s sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller’s liability hereunder be held ineffective under applicable law, then Seller’s liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller’s pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.

d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer’s employees, directors, officers, representatives and personnel, shall indemnify and hold Seller

harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer’s undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller’s successors at any time, as well as to Seller’s personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.

e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller’s rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer’s premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller’s rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer’s specifications, may not be cancelled except with Seller’s prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller’s usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller’s affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller’s exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller’s incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (“ICC”), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller’s incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller’s country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator’s fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.



554 Parkside Drive
Waterloo, ON Canada N2L 5Z4

athletica.com

info@athletica.com

Phone: 877-778-5911

Fax: 519-747-3659



Athletica Sport Systems Inc., a leader in arena services, is a designer, manufacturer and installer of dasher board systems for hockey arenas and multi-sport athletic facilities, serving the professional, semi-pro and community end-markets. Headquartered in Waterloo, Ontario, the company also has an office in Minneapolis, Minnesota. Athletica is the Preferred Rink Equipment Supplier to the National Hockey League (NHL), American Hockey League (AHL) and USA Hockey.

Core Competencies

- Crystaplex® 6A Series and Pro Series™ ice hockey board systems.
- Outdoor ice skating recreational board systems.
- Indoor soccer board systems and indoor sports turf.
- Retractable and permanent protective netting.
- Low-E ceilings: Radiant Ice and ArenaShield.
- Arena Services and Supplies (e.g. Ice paint, goal frames, rink dividers).

Benefits of Using Athletica Sport Systems Inc.

- Planning, design and construction backed by years of experience.
- The most comprehensive product coverage in the industry with many exclusive offerings.
- Best practices and built-in quality controls that help you stay on-budget and on-schedule.
- Sales representatives, designers, project managers and installers who work with you from concept to completion.
- Excellent communication with your sub-contractors.
- Superior quality and craftsmanship.

What Sets Athletica Sport Systems Inc. Apart

- Global market leader in innovation, design, engineering, manufacturing and service with legacy brands reaching back over 50 years.
- Commitment to providing service and products that improve player safety and reduce risk and liability to owners and operators of hockey rinks.

Past Projects

RBC Centre – Dartmouth, NS

Pro Series™, 4 sheet ice dasher boards and protective netting.

Elvis Stojko Arena – Richmond Hill, ON

Pro Series™, single dasher board system and protective netting.

Terrell ISD ExCEL Center – Terrell, TX

Infinity Series™ dasher board system and protective netting.



Past Projects cont'd ➡

Bentley University – Waltham, MA

Crystaplex® 6A seamless acrylic dasher board system. Retractable netting system. ArenaDeck® ice cover.

Dom Cardillo Arena (The Aud) – Kitchener, ON

Crystaplex® 6A seamless acrylic dasher board system.

The Brandt Centre – Regina, SK

Crystaplex® 6A seamless acrylic dasher board system.

Tsawwassen Box Lacrosse – Delta, BC

Outdoor dasher board system and fencing, basketball goals.

Kenosha Boys & Girl Club – Kenosha, WI

Infinity Series™ dasher board system and protective netting.

Kraft Hockeyville – Lucan, ON

Crystaplex® 5A dasher board system and protective netting.

HockeyFest – London, ON

Portable GamePlex®2 dasher board system.

Rogers Arena – Edmonton, AB

Crystaplex® 6A seamless acrylic dasher board system and retractable netting system.

Peel Park – Whitby, ON

Outdoor dasher board system and fencing.

Sourcewell Contract# 120320-ATH
www.sourcewell-mn.gov



CSI codes for Architectural Specification:

09 58 00	Low Emissivity Ceiling System
09 65 19.33	Rubber Tile Flooring
10 51 53	Locker Room Benches
11 66 23.53	Wall Padding
11 66 43	Interior Scoreboards
11 66 53	Gymnasium Dividers
11 68 43	Exterior Scoreboards
12 62 23	Portable Bleachers
12 63 13	Stadium & Arena Bench Seating

12 63 23	Stadium and Arena Seats
12 65 00	Multiple-Use Fixed Seating
12 66 00	Telescoping Stands
12 66 13	Telescoping Bleachers
12 66 23	Telescoping Chair Platforms
13 18 00	Ice Rinks
13 18 13	Ice Rink Floor Systems
13 18 16	Ice Rink Dasher Boards

13 28 00	Athletic and Recreational Special Construction
13 28 13	Indoor Soccer Boards
13 28 16	Safety Netting
13 28 19	Arena Football Boards
13 28 26	Floor Sockets
13 28 33	Athletic and Recreational Court Walls

CrystaPlex® Series 6A Reference List

Recent Oak View Group Arena Installations:

2023

Iowa Event Center – Des Moines, IA

2022

Acrisure Arena – Riverside, CA

Mullett Arena – Tempe, AZ

2021

UBS Arena – Elmont, NY

Climate Pledge Arena – Seattle, WA

Mullins Center (UMASS) – Amherst, MA

2020

Enmarket Arena – Savannah, GA

New England Projects:

AMP (Dunkin Donuts Arena)

UNH

Colby College

Boston College

Boston University

Northeastern

Sacred Heart University

UConn

Yale University

Middlebury College

Fessenden School

St Sebastian School

Groton School

St Georges School





Bentley University

Bentley University

Contact: Bo Stewart

Phone: (781) 891-2289

Waltham, MA

NCAA
2017

Hockey Club – 1 unit of

CrystaPlex NHL approved

6A Dasherboard system, ice
dam and retractable netting system



Van Andel Arena

Grand Rapids Griffins

Contact: Kevin Abbott

Phone: (616) 742-6600

Grand Rapids, MI

AHL
2017

Hockey Club – 1 unit of

CrystaPlex NHL approved

6A Dasherboard system



Sharks Ice Center

Contact: Richard Roca

Phone: (408) 279-6000

San Jose, CA

2018

Practice Rink – 1 unit of

CrystaPlex NHL approved

6A Dasherboard system

Robobank Arena

Contact: Adam Miller

Phone: (661) 852-7342

Bakersfield, CA

2019

Hockey Club – 1 unit of

CrystaPlex NHL approved

6A Dasherboard system, Ice
dam



PPG Arena

Pittsburg Penguins

Contact: Brandon Radeke

Phone: (412) 804-2686

Pittsburg, PA

NHL

2018

Hockey Club – 1 unit of
CrystaPlex NHL approved

6A Dasherboard system