

1560 W. Bay Area Blvd.  
Suite 150  
Friendswood, TX 77546  
Phone 832.224.4335  
Fax 832.201.0778  
[www.mspaceholdings.com](http://www.mspaceholdings.com)



December 8, 2009

Washington Parish School Systems  
Mr. William Brignac  
800 Main Street  
Franklinton, LA 70438  
P. 985-839-7763

RE: BID NO. "NEW MODULAR CLASSROOMS"

To Whom It May Concern:

Attached is our response dated December 8, 2009 for the new classroom buildings. Additional attachments include our proposal package, sample specs, bid forms, etc.

This proposal assumes that if it is granted, all parties will work together to develop a mutually agreeable construction schedule. This proposal is also outlined based on the information provided and available to us at this time. Any revisions required at a later date will be subject to price review at that time.

We are very confident that M Space has provided you with a complete solution per your request and we know with the ability of our team, we can deliver an on time space solution for you.

Thank you for giving us this opportunity and we look forward to working with you.

Respectfully,

A handwritten signature in black ink, appearing to read "C. Brewer", with a long horizontal flourish extending to the right.

Christopher A. Brewer  
Territory Manager

Enclosure

## BID FORM

### 1. DECLARATION

The Contractor hereby declares that he/she:

- A. Has carefully examined the Bidding Documents;
- B. Has a clear understanding of the Bidding Documents;
- C. Has visited job sites and familiarized himself with the scope of the work and actual conditions.

### 2. BASE BID

The contract will be awarded to one vendor for all work required by the Contract Documents as shown by the specifications.

\$ 63,975 Per Modular Building for 3 Buildings, Bid effective for 30 days  
\$ 191,925 Total Bid for 3 Buildings, Bid effective for 30 days

\$ 63,975 Per Modular Building for 3 Buildings, Bid effective for 60 days  
\$ 191,925 Total Bid for 3 Buildings, Bid effective for 60 days

\$ 63,975 Per Modular Building for 3 Buildings, Bid effective for 120 days  
\$ 191,925 Total Bid for 3 Buildings, Bid effective for 120 days

**Company:** M SPACE HOLDINGS, LLC  
**Signature:** [Signature]  
**Title:** [Signature]  
**Business Address:** 1500 W. BAY AREA BLVD. #150  
FRIENDSWOOD, TX 77546  
**Telephone Number:** (832) 496-7879  
**Fax Number:** (832) 201-0778  
**E-mail Address:** CHELIS BREWER@MSE.COM

# BUILDING SPECS



**DATE:** Tuesday, December 8, 2009

**PROJECT NAME:** WASHINGTON PARISH SCHOOL BOARD

**BUILDING SIZE:** 24' X 64'

**TYPE:** MODULAR CLASSROOM BUILDING

**SITE LOCATION:** FRANKLINTON, LA (HS / JS / ELEMENTARY)

**GENERAL INFO:** SUPPLY A COMMERCIAL MODULAR BUILDING TO MEET THE NEEDS OF ON SITE CLASSROOM FOR PUBLIC USE.

**ASSUMPTIONS:** CLEAR AND ACCESSIBLE SITE  
MIN. 35' CLEARANCE AROUND BUILDING FOOT PRINT  
2500 PSF MINIMUM SOIL COMPACTION  
BUILDING IS NOT TO BE LOCATED IN FLOOD ZONE

**CONSTRUCTION:** TYPE "E" OCCUPANCY  
LA STATE SEAL PROGRAM  
130 MPH WIND LOAD  
50# FLOOR LIVE LOAD  
20# ROOF LOAD

**FRAMES:** STEEL OUTRIGGER TYPE  
NEW TIRES  
DEMOUNTABLE HITCH

**FLOORS:** 2" X 6" WOOD @ 16" O.C.  
SINGLE PERIMETER RIM JOIST  
WOVEN UNDERBELLY  
SINGLE LAYER – T&G PLYWOOD DECKING  
1/8" COMMERCIAL VINYL COMPOSITION TILE  
STD BASE MOLDING  
FLOOR INSULATION: R-19

**EXTERIOR WALLS:** 2" X 4" WOOD @ 16" OC  
DOUBLE TOP PLATE  
HARDIE-PANEL (SIERRA)  
EXTERIOR SHEATHING AS REQUIRED  
HOUSE WRAP  
MATCHING COMPOSIT TRIM  
INSULATION: R-13K

**INTERIOR WALLS:** 2" X 4" WOOD @ 16" OC  
SINGLE TOP PLATE  
1/2" VINYL COVERED GYPSUM BOARD  
MATCHING VINYL COVERED TRIM

ROOF SYSTEM: MONO TYPE ROOF  
OVER THE ROOF TIE-DOWNS  
MIN. TRUSSES 24" O.C.  
GYPSUM  
ROOF SHEATHING PER CODE  
45 MIL EPDM  
INSULATION: R-19

EXT. DOORS: (6) 36" X 80" HEAVY DUTY ALUMINUM W/FRAME  
LEVER TYPE HARDWARE KEYED  
WEATHERSTRIPPING AND ADA THRESHOLD

INT. DOORS: (1) 36" X 80" HOLLOW CORE DOORS W/FRAMES  
LEVER TYPE PASSAGE

WINDOWS: (2) 36" X 60" EGRESS ALUMINUM DIG VERTICAL SLIDERS  
COMMERCIAL GRADE TRIM AROUND DOORS

ELECTRICAL: (1) 200 AMP SINGLE PHASE SERVICE  
MC CABLE MIN #12 CONCEALED  
4' T-8 DIFFUSED SURFACE MOUNT LIGHTS  
15 AMP RECEPTACLES  
GFCI 15 AMP RECEPTACLES BY WET AREAS  
EXTERIOR SERVICE RECEPT NEAR HVAC UNITS  
DEDICATED 20 AMP RECEPT @ MECH ROOM  
EXTERIOR PORCH LIGHTS @ EACH DOOR  
EMERGENCY LIGHTS W/BATTERY BACK-UPS PER CODE  
EXIT LIGHTS PER CODE  
ALL INTERIOR SWITCHES AND RECEPTS TO BE WHITE  
JUNCTION BOXES PER RFP FOR LOW VOLTAGE SYSTEMS

PLUMBING: ADEQUATE SERVICES AVAILABLE ON SITE

PLUMBING  
ACCESSORIES: N/A

HVAC: (2) 3-TON W/10KW HEAT STRIP WALL MOUNT BARD UNITS  
CRV UNIT FOR EDUCATIONAL USE  
RETURN GRILLE ACCESSIBLE FROM PLENUM WALL  
FIBERGLASS INSULATION  
DIFFUSERS IN CEILING  
SOUND REDUCING PLENUM  
ELECTRONIC T-STAT

CASEWORK: N/A

FURNITURE: BY OWNER

APPLIANCES: BY OWNER

**ACKNOWLEDGMENT AND ACCEPTANCE**

The Owner accepts the pricing and statement of work set forth for this project and authorizes the Contractor commence on this project.

SIGNED this 8 day of December, 209.

Owner

Contractor

\_\_\_\_\_

M Space Holdings, LLC. \_\_\_\_\_

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Christopher A. Brewer

Title: \_\_\_\_\_

Title: Territory Manager

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M Space Holdings, LLC

60 East 42nd Street, Suite 2534, New York, NY 10165

as Principal, hereinafter called the Principal, and The Hanover Insurance Company

440 Lincoln Street, Worcester, MA 01653

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto LAFOURCHE PARISH GOVERNMENT

402 GREEN STREET, THIBODAUX, LA 70301

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

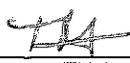
WHEREAS, the Principal has submitted a bid for NEW PREFABRICATED MODULAR CLASSROOM BUILDING

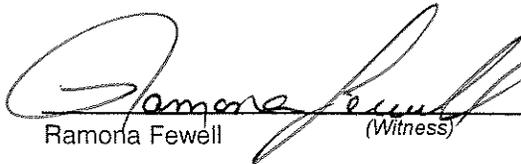
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

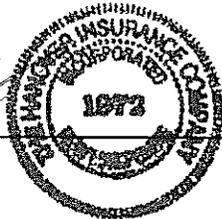
Signed and sealed this 15th day of December, 2009

  
(Witness)

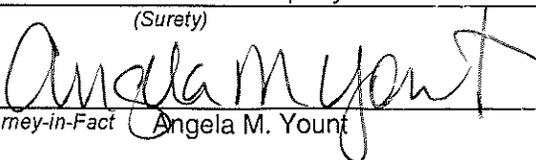
M Space Holdings, LLC

By:  (Principal) (Seal)  (Title)

  
Ramona Fewell (Witness)



The Hanover Insurance Company

(Surety) (Seal) By:  (Title)  
Attorney-in-Fact Angela M. Yount

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Angela M. Yount**

of Charlotte NC and each is a true and lawful Attorney(s) in fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Surety Bond Number: Bid Bond

Principal: M Space Holdings, LLC

Obligee: LAFOURCHE PARISH GOVERNMENT

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 1st day of September, 2005.



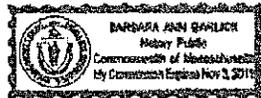
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Richard M. Van Sleenburgh*  
Richard M. Van Sleenburgh, Vice President

*Paul F. Carbo*  
Paul F. Carbo, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of September, 2005, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Barlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

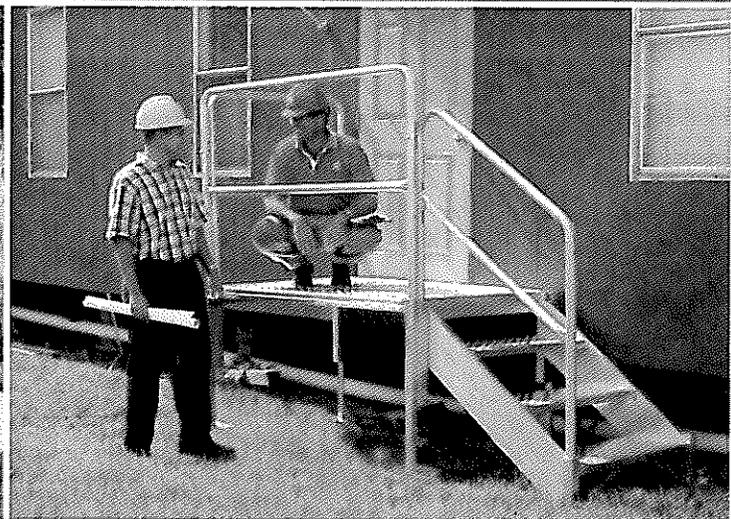
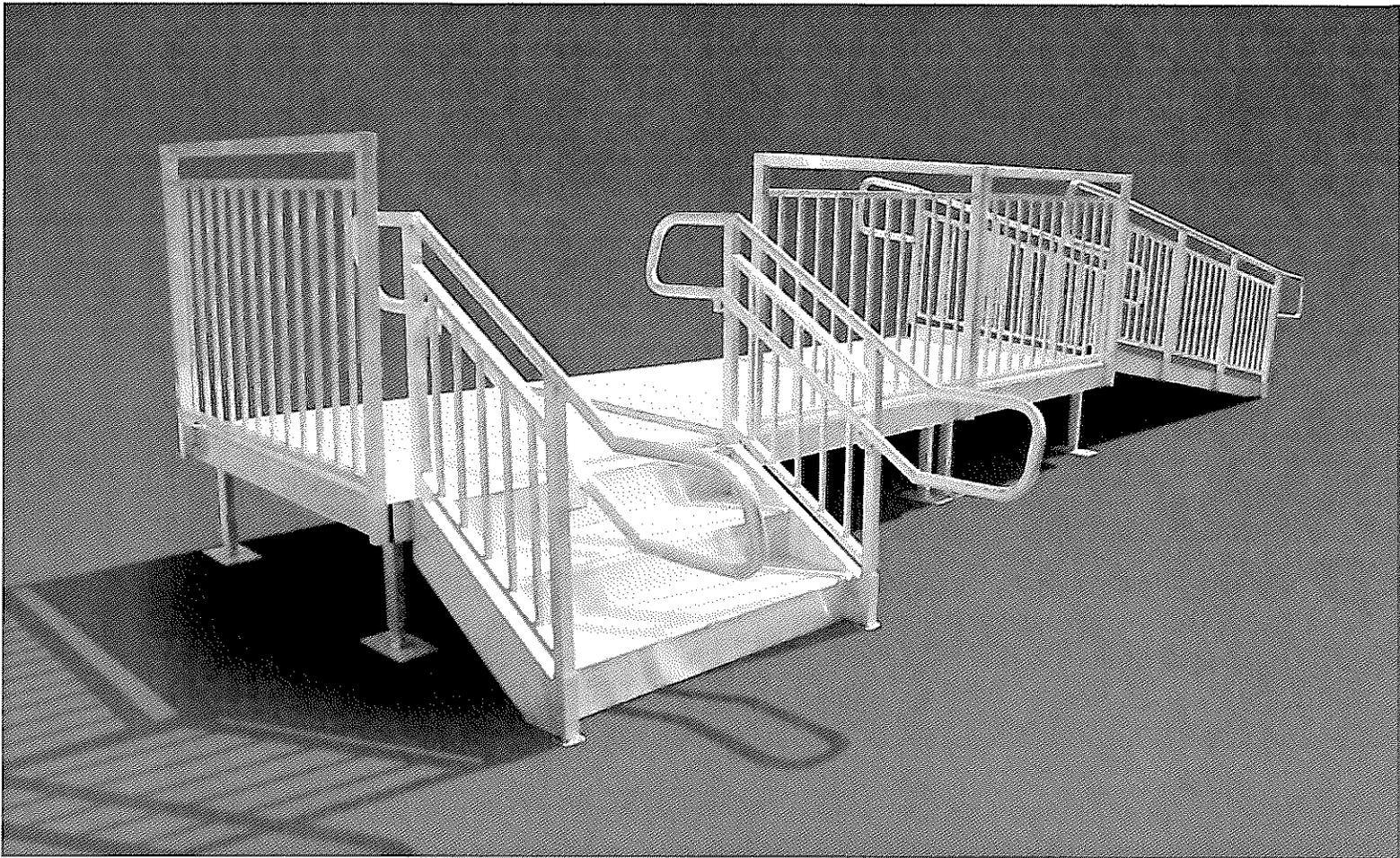
This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of December, 2009.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

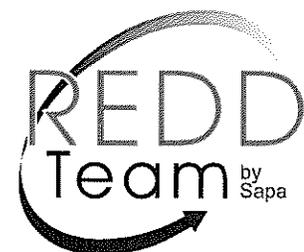
*Charles T. Wells*  
Charles T. Wells, Assistant Vice President



# All Aluminum Access Systems

[www.sapafabricatedproducts.com](http://www.sapafabricatedproducts.com)

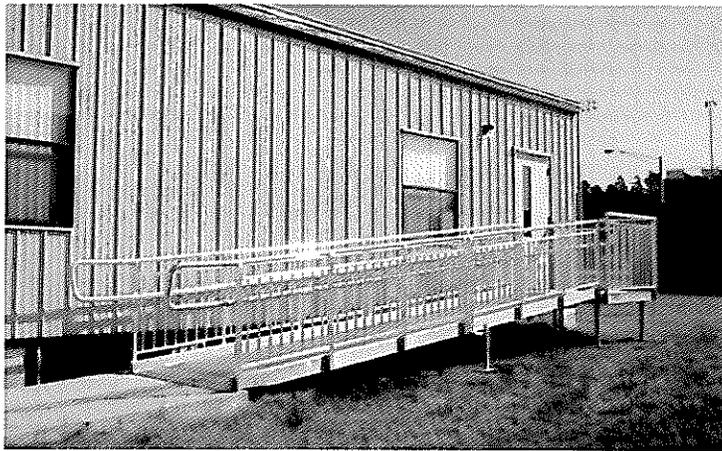
1617 N. Washington • Magnolia, AR 71753 • 800.648.3696





# Research, Engineering,

Sapa Fabricated Products, home of REDD Team, is the industry leader in aluminum fabrication for commercial, residential, and municipal accessibility applications. Sapa's Research and Development capabilities, combined with over 100 years of experience in the aluminum industry, bring the ability to provide superior service and solutions for our customers. Call or visit us online to see how Sapa can begin serving you. ■



## Our Product

REDD Team is the brand most chosen by the professional installer. Ease of installation, safety and overall durability are just some of the key features value-engineered into each of our products.

Our clients appreciate the fact that all of our products are available in both standard and custom configurations. ■

## Our Service

Sapa Fabricated Products in Magnolia, AR is an aluminum extruder and custom fabricator. Our facility has a 1650 ton extrusion press and can produce extrusions up to 2.5 lbs/ft and up to 7.5" wide. This total service package ensures fast, efficient delivery to virtually any location in the country.

Professional customer service representatives support the system by looking after common needs as well as detailed solutions. Our people and our systems are totally dedicated to serving our clients.

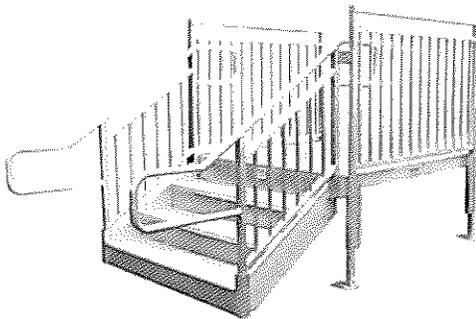
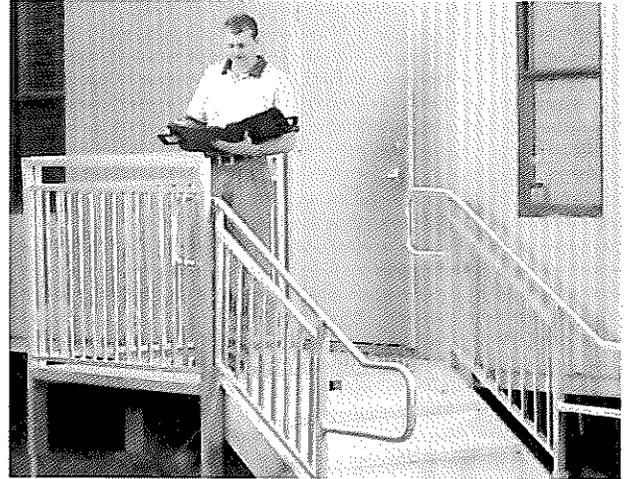
Along with REDD Team, the plant produces, sells and distributes Alumax Bath Enclosures and All-Aluminum Railing & Ornamental Fencing Systems. ■



# Design & Development

## Product Quality

**Performance and Durability**—Every REDD Team product is engineered to exacting standards and mechanically tested to ensure a long lasting, maintenance free product. Safety, cleaning and ease of installation are just a few of the features value engineered into each of our product categories. To prevent any type of discoloration or performance issues, only the finest stainless steel fasteners are used to secure our products. ■



## Advantages of Aluminum

Aluminum is lightweight, durable and corrosion resistant. Aluminum alloys can exhibit the same strength as many structural steels, but at a third of the weight. Unlike other metals, aluminum will never rust. The unique properties of aluminum make it the ideal choice for construction applications.

Aluminum is 100% recyclable and environmentally friendly. It is one of the most plentiful elements on earth. The demand and usage of aluminum will continue to rise as reduced energy consumption becomes increasingly more vital to our environment. Choosing aluminum is a choice for the environment. ■

## Our Mission

We live our values and measure our success by the success of our customers, shareholders, communities and people. We support our customer's success by creating exceptional value through innovative products and service solutions. ■

**sapa:**

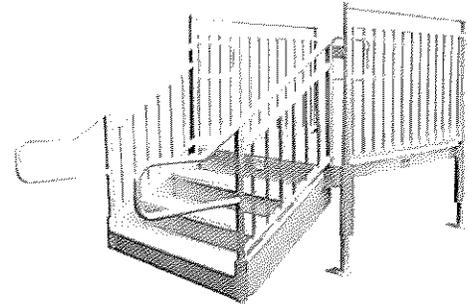
**Shaping the future**

# Dura-Grip™

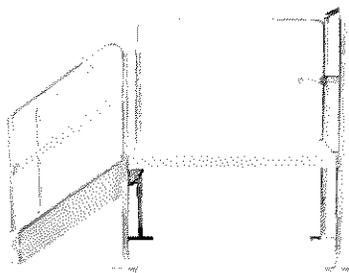
## Code Compliant Steps

### General Code Steps

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail
- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 15 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant Dura-Grip™ self-draining interlocking aluminum deck



General Code Steps



OSHA Code Steps

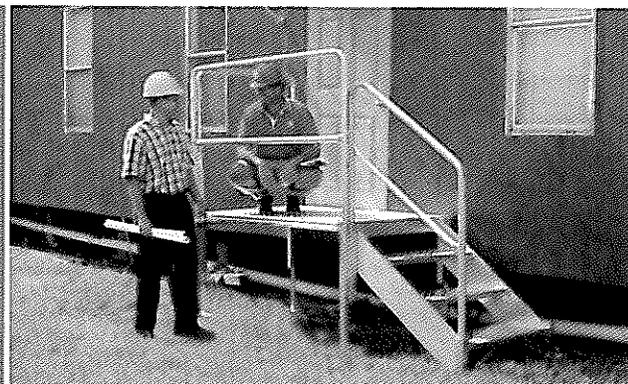


CAL-OSHA Code Steps

### OSHA Grade Steps

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail
- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 10 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant Dura-Grip™ self-draining interlocking aluminum deck

- Slip-resistant **Dura-Grip™** deck
- Independently adjustable legs
- No painting or corrosion
- Long life cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available



# Ramps & Stairs

Universal Access Products



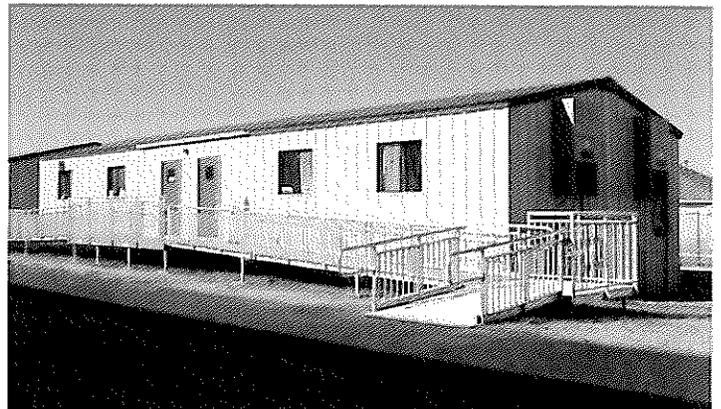
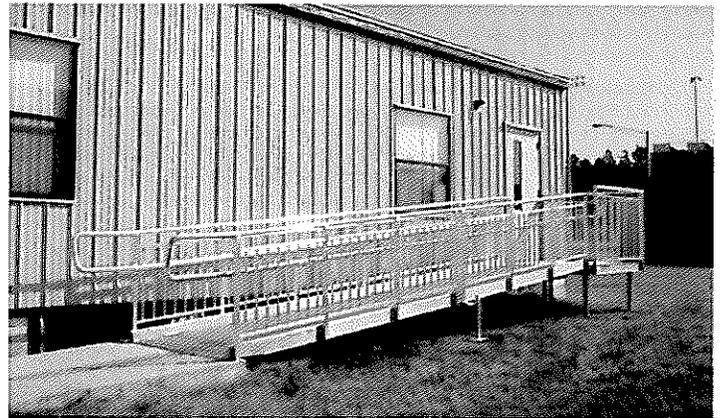
## Multiple Applications

- Portable Classrooms
- Site Built Retrofits and New Construction
- Temporary Office Buildings
- Industrial and Commercial Buildings
- Multiple Story Site or Prefabricated Buildings
- Walkways Between Buildings

## Other access systems are high maintenance and may not meet ADA and local building codes

- Wood access systems are high maintenance; they warp, rot, splinter and have nails or screws that can become hazardous.
- Steel is heavy and difficult to maneuver, it rusts and will need sanding and repainting.
- Concrete uses heavy equipment to set or relocate with a higher installation cost and requires more space between buildings.

The right choice is REDD Team Aluminum products. The Universal Ramp and Stair Systems provide safety with a valuable cost savings over the life of the system. You save every time you need to install, move or reconfigure your modular buildings.



- All Aluminum Construction
- Reconfigurable
- Recyclable
- 1 Year Warranty
- Code Compliance - ADA, IBC, UBC, BOCA, SBC, SREF, DSA, Life Safety 101

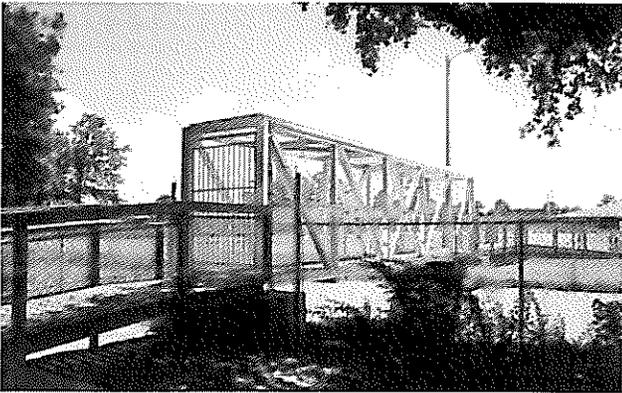


# Pedestrian Bridges



## Ideal for Campus Facilities and Public Works

- Designed for Safety
- Experience with All Levels of Government
- Will Assist with Specification Decisions



## Golf Courses, Parks and Recreation

- Choice of Handrail Designs
- Choice of Decking



- Custom Designed for Load Requirements
- Meets State and Federal Codes

## Aluminum Decking Options

- Slip Resistant Aluminum
- Wood Polymer Composite
- Other

- Slip-resistant **Dura-Grip™** deck
- Independently adjustable legs
- No painting or corrosion
- Long life cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available



# Stair Towers & Gangways



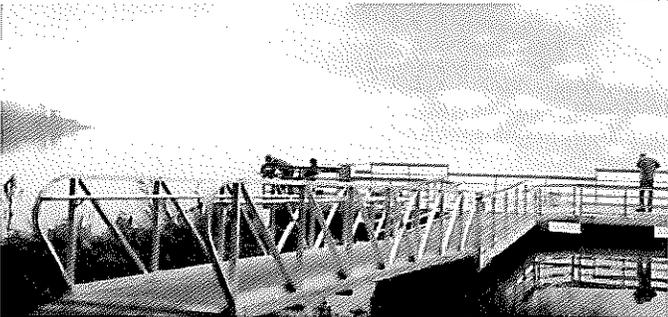
## Stair Towers

- Long Life Cycle
- Strong and Durable
- Complies with State and Federal Codes



## Gangways

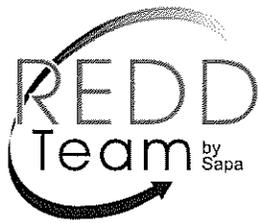
- Easy Access to Water for Disabled Citizens and Children
- Fast Installation



- Fast Lead Times
- Custom Designed and Engineered
- One-Year Warranty

- Maintenance-Free Aluminum
- Pre-Engineered
- Smooth Continuous Handrails
- Choice of Slip Resistant Decking





[www.sapafabricatedproducts.com](http://www.sapafabricatedproducts.com)

1617 N. Washington • Magnolia, AR 71753 • 800.648.3696

SCHEDULE D (Reference Master Distributor Agreement For More Information)  
Five Year Warranty Statement  
November 18, 2008

#### SAPA LIMITED WARRANTY

Sapa makes the following Limited Warranty to Distributor concerning Product. This Limited Warranty is in lieu of and supersedes and replaces any other warranties contained in any other transaction document between the Parties, including but not limited to those of Project Specifications or general/standard terms and conditions.

The Warranty period starts at the date of delivery of Product to End User (the "Effective Date") and shall continue for five (5) year after the Effective Date (the "Warranty Period"). Subject to the limitations set forth herein, Sapa warrants that it will convey good title to Product, that Product will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer, and that the Product will conform to the descriptions provided, be free from defects in materials and workmanship and will conform to the specifications set forth in the product specification sheets located at <http://www.sapafabricatedproducts.com>. Except as expressly set forth herein, Product is provided "As Is." **NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This Limited Warranty shall be void when the non-compliance is a result of occurrences we do not control. Such occurrences would be (but not limited to):

- Act of God
- Casualty or physical damage
- Fire
- Government restrictions
- Acts of war
- Faulty storage or packaging before installation (water damage due to condensation)
- Incorrect usage or application
- Lack of reasonable documented maintenance (use of cleaning agents not in accordance with AAMA instructions or no systematic cleaning program in areas of high salt concentration.)
- Corrosive atmosphere found in building interiors affecting interior surface of material
- Standing water on metal
- Excessive building movements
- Work or materials provided by others
- Parts that are formed or welded after anodizing
- Improper handling of material, such as surface scratches during fabrication or installation.
- Fabrication at temperatures below 60 degrees Fahrenheit.
- Defects in the fabrication
- Material used outside the continental United States (unless written approval is received from Sapa)
- Corrosion of the metal substrate
- Deterioration of the finish due to unpainted or exposed metal (saw cuts, joint edges, punches, weep holes, or drill holes)

- Use of materials that are not compatible
- Improper storage of metal prior to installation causing damage (see AAMA Publication 10, "Care and Handling of Architectural Aluminum From Shop to Site")

Sapa's maximum liability hereunder shall be limited to the original purchase price for the relevant Product. Sapa will not be responsible for additional installation, removal and/or fabrication costs incurred should Product be installed at a job site. Sapa's liability and Distributor's exclusive remedy for any breach of warranty, is expressly limited to Sapa's choice of (i) the repair of nonconforming goods, (ii) the replacement of nonconforming goods with conforming goods, and (iii) the replacement of that portion of the purchase price represented by nonconforming goods. Such repair, replacement or repayment will be made only upon return of the nonconforming goods, which may be returned at Sapa's cost only after Sapa's inspection and Distributor's receipt from Seller of definite shipping instructions. Any material breach by Distributor of any of the conditions of this Limited Warranty or any of the transaction documents between Distributor and Sapa shall result in voiding this Warranty. Sapa will not be liable for incidental, special or consequential damages of any kind. The Limited Warranty made by Sapa for any products replaced or repaired under this Limited Warranty shall be limited to the remainder of the original Warranty Period. The legal remedies described in this Limited Warranty are the exclusive remedy of Distributor. Failure by Distributor to make timely payment will void this Limited Warranty.

Should Distributor find it necessary to file a complaint concerning non-conformance of this Warranty, Distributor must notify Sapa in writing within thirty (30) days of discovery of the non-compliance and no later than thirty (30) days after the Warranty Period. This Warranty will be void if that claim notification does not occur within that time period. Upon receipt of the written notice, Sapa may research the claim using ASTM, AAMA, AATCC, or other reasonably available testing procedures. It may be necessary for Distributor to assist in making these determinations and Distributor shall reasonably cooperate with Sapa in this process. Sapa reserves the right to field access to diagnose and repair any product alleged to be defective. This Limited Warranty may not be modified or changed by anyone without written agreement signed by the authorized representatives of all Parties.

This Limited Warranty is non-transferable and non-assignable and Distributor shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the Customer of Sapa.