

Oct 07, 2017

Quote# 10072017-1

1998 KITAMURA MYCENTER 3X
VERTICAL MACHINING CENTER
SN:12017

MACHINE SPECIFICATIONS:

TRAVELS

X Axis30"
Y Axis18"
Z Axis.....18"

SPINDLE

Spindle Nose40 Taper
Spindle Motor Power.....15 H.P.
Spindle Speed.....10,000 R.P.M. 2 Gears

BIDIRECTIONAL TOOL CHANGER

Tool Stations.....20
Max. Tool Diameter (w/o adjacent tools)..... 4.33"(9.0")
Max. Tool Length19.68"

Control.....Yasnac I80MB
Machine Weight 14,000lbs.
Floor Space (L x W x H).....102" x 98" 104"

Hours:

Power on602
Cutting Time.....99

Price.....**\$19,500.00**

TERMS: Cash Prior to Shipment

FOB: Louisville, Ky

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All quotations, orders and contracts are subject to strikes, fires or other causes beyond our control. All prices are subject to change without notice. All equipment purchased from us shall remain the property of Meredith Machinery until paid in full.

By _____
Emmett Meredith
Used Sales Department

***MEREDITH MACHINERY
TERMS AND CONDITIONS OF SALE***

Meredith Machinery ("Meredith Machinery") offers to sell equipment ("Equipment") and/or services (collectively, "Products") to the purchaser ("Purchaser"), only on the following terms and conditions. Purchaser's acceptance of this offer is expressly limited to these terms and conditions, and Meredith Machinery objects to Purchaser's inclusion of any different or additional terms or conditions in any written or oral communication. If Meredith Machinery is deemed to have accepted an offer of Purchaser to purchase Products, then Meredith Machinery's acceptance is expressly conditioned on Purchaser's assent to any different or additional terms or conditions herein. PURCHASER'S PLACEMENT OF ANY ORDER FOR, OR ACCEPTANCE OF, ANY PRODUCTS, WILL CONCLUSIVELY INDICATE ITS AGREEMENT WITH THE FOREGOING.

1. Prices.

Unless otherwise stated in writing, all prices are quoted FOB Meredith Machinery home office in Louisville, Kentucky. Purchaser will pay all charges and assume all risks of transportation from the FOB point. In the absence of specific written instructions, Meredith Machinery will route shipments.

All prices may be withdrawn at any time prior to the acceptance of Purchaser's order by Meredith Machinery's home office; and will not be effective for more than thirty (30), days.

Prices do not include any taxes or duties of any kind. If not included in the invoice for Products, such taxes or duties may be invoiced at a later date. Purchaser must show written proof of tax exempt status prior to invoicing. Prices to Canada are quoted Canadian point of entry.

2. Terms of Payment.

Purchaser's payments for non-turn-key Equipment will be ten percent (10%) of the total order amount accompanying the purchase order, with the balance due net thirty (30) days from the date of invoice. Late payments are subject to an interest charge of 1 1/2% per month on the outstanding balance.

Purchaser's payments for turn-key Equipment will be (i) fifteen percent (15%) of the total order amount accompanying the purchase order, (ii) sixty-five percent (65%) upon successful run-off and demonstration of Equipment at Meredith Machinery, and (iii) twenty percent (20%) net thirty (30) days after installation. In the event of cancellation, Purchaser will reimburse Meredith Machinery for any and all costs incurred to the date of cancellation for design, engineering, materials, manufacturing and tooling, in addition to the charges set forth in section 3, below.

All payment schedules are subject to approval by Meredith Machinery's credit department, and all amounts are payable in U.S. funds unless otherwise stated in writing. In the event Meredith Machinery initiates proceedings to collect any amount due from Purchaser, Purchaser will be liable for all collection costs and expenses, including, but not limited to, Meredith Machinery's legal fees.

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3. Cancellation Charges.

Purchaser may terminate any order for Products only with the written consent of Meredith Machinery's home office.

If such consent is given, a charge of ten percent (10%) of the total order amount will be payable to Meredith Machinery for all standard Products. Additional cancellation charges for any special order will also be payable to Meredith Machinery. Purchaser's failure to pay cancellation charges within ten (10) days after the date of invoice will void Meredith Machinery's consent to cancellation.

4. Delivery Dates.

Meredith Machinery will not be liable for any unavoidable delays in shipment. Estimated delivery dates in quotations (a) are based on the assumption that drawings, special documentation or special components, if applicable, are received from Purchaser in accordance with the schedule specified by Meredith Machinery; and (b) are subject to prior sale of the Equipment in question and written confirmation by Meredith Machinery's home office.

5. Warranty of Equipment and Limitation of Liability.

Meredith Machinery warrants only to the original Purchaser, and to the original user, if Purchaser resells Equipment covered hereby but not to any other person or entity, that for a twelve (12) month period from its date of shipment of any Equipment, Meredith Machinery will repair or replace any Equipment which is defective in material or workmanship, at no cost to Purchaser for any material or parts used. Replacement parts will be warranted for the remainder of the twenty-four (24) month Equipment warranty, or the manufacturer's standard written warranty for such parts, whichever is longer. Equipment (i) which has not been installed, maintained and operated under proper conditions by competent, adequately trained personnel, or (ii) which has been subject to abuse, misuse, accident, neglect or unauthorized alteration, repair or installation, is not covered by this warranty. Products provided by any person or entity besides Meredith Machinery as well as services and normal wear items of Equipment, are not covered by this warranty. Meredith Machinery will make the final determination, at its reasonable discretion, as to the existence and cause of any alleged defects. Notwithstanding the foregoing, Meredith Machinery does not warranty Used Equipment, which is sold as is.

Warranties made by Meredith Machinery in these Terms and Conditions of Sale are in lieu of all other warranties, oral or written, express or implied, by operation of law or otherwise, and except as explicitly set forth in these Terms and Conditions of Sale, no statement, representation, promise, affirmation of fact or specifications made by Meredith Machinery or any other person or entity constitutes a warranty. Where performance specifications and/or production estimates are given to Purchaser, whether oral or written, they are estimates only, and are not warranties or guaranties of any type.

All warranties of merchantability and fitness for a particular purpose are excluded from this transaction and do not apply to Products.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST MEREDITH MACHINERY

FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER CLAIM WITH RESPECT TO PRODUCTS, INCLUDING NEGLIGENCE OR STRICT LIABILITY, WILL BE THE REPLACEMENT OR REPAIR OF THE DEFECTIVE EQUIPMENT. The choice of the particular remedy will be made by Meredith Machinery at its sole discretion. Meredith Machinery will perform repairs or replacements only during regular working hours, in accordance with Meredith Machinery's normal, non-emergency service practices. Purchaser agrees that it will provide all necessary access and assistance to Meredith Machinery in effecting the chosen remedy. Purchaser further agrees that there is no other remedy available to it including, but not limited to, damages for lost profits, lost sales, lost production, downtime, overhead, labor, injury or damage to person or property, spoilage or any other incidental or consequential loss.

All Equipment is sold in reliance on Purchaser's agreement and covenant that it will be operated only when all safety and protective devices are in place, have all been properly maintained, function properly and are being used, regardless of whether such Equipment has been shown to Purchaser (in person or in

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photographs, films, videos, brochures or otherwise) with safety devices removed to provide better visual presentation. Neither Meredith Machinery nor the manufacturer of any Equipment warrants compliance with the U.S. Occupational Safety and Health Act, nor does Meredith Machinery or the manufacturer warrant compliance with Purchaser's standards, requirements and conditions, which may be part of Purchaser's inquiry or order. Equipment may not comply with local electrical codes, Nema, ANSI or JIC standards; and if such compliance is mandatory, Purchaser is required to so inform Meredith Machinery in writing when seeking a price quotation.

6. Claims.

All claims by Purchaser against Meredith Machinery concerning Products must be in writing and received by Meredith Machinery within the warranty period and within thirty (30) days of the date of Purchaser's detection of the alleged basis for the claim. Failure to give written notice of any claim within the time period will constitute a waiver by Purchaser of such claim.

7. Indemnification.

If Equipment is sold hereunder, Purchaser assumes all risk, insurable interest and liability for physical loss, damage or injury to persons or property of Purchaser or others, arising out of the use or possession of Equipment prior to title passing and thereafter. Purchaser agrees to indemnify and hold Meredith Machinery harmless from any and all claims or liabilities asserted against Meredith Machinery in connection with the use or possession of Equipment.

8. Title.

Title to Equipment will remain in Meredith Machinery until full payment has been received. In the event of a default, Meredith Machinery will have the right to repossess said Equipment, and whatever money has been paid on account will be deemed to be reasonable rental for the use thereof, to the date of such repossession. Meredith Machinery will also have the right to hold Purchaser liable for a sum equivalent to the unpaid balance of the purchase price together with all expenses and damages that Meredith Machinery may sustain. Purchaser will receive credit, however, for the net sum realized on the sale, if any, of Equipment after deduction of all associated costs and expenses. Alternatively, at the election of Meredith Machinery, Meredith Machinery may pass title to Equipment to Purchaser, in which event Meredith Machinery need not repossess such Equipment, but may recover from Purchaser the unpaid balance.

9. Interpretation.

These Terms and Conditions of Sale -- together with the consistent terms covering the identity of Products, quantities, prices, delivery instructions and other items specifically agreed to in writing by Meredith Machinery -- constitute the entire contract of sale and purchase of the Products, and are binding on Meredith Machinery's and Purchaser's successors and assigns. Purchaser, if it resells Equipment, will obtain the consent of the user(s) to be bound hereby and if Purchaser fails to do so, it will indemnify Meredith Machinery against any loss arising there from. No modification of this contract will be binding upon Meredith Machinery unless in writing and signed by an authorized officer of Meredith Machinery, nor will any modification be effected by Meredith Machinery's acknowledgment or acceptance of any documents of Purchaser containing terms different from those set forth in this document. Any provision set forth in any of Purchaser's documents which is inconsistent with the terms and conditions hereof is not binding on Meredith Machinery and is not applicable to the Products. Any reference by Meredith Machinery to Purchaser's oral or written communications will not constitute an assent by Meredith Machinery to any inconsistent term of condition in such communications.

Neither party will be liable to the other for delays or failures in performance, including late delivery and nondelivery, arising from strikes, fire, war, accident, explosion, acts of God, unavoidable production delays of the manufacturer(s) of Equipment, delays in subcontractors' deliveries, or any other cause beyond its reasonable control; provided, however, that no such cause will excuse Purchaser's obligation to timely pay all sums of money due hereunder, with respect to which time is of the essence.

The interpretation, validity and performance of the contract between Meredith Machinery and Purchaser is governed by the laws of Kentucky. All disputes relating hereto or arising here from will be resolved solely through arbitration before three arbitrators pursuant to the then current rules for commercial arbitration of the American Arbitration Association, with all hearings to be held in Louisville, Kentucky; provided, how-

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ever, that either party may seek preliminary injunctive relief in court proceedings prior to the resolution of such arbitration.