Alternative Machine Tool, LLC

300 Venture Drive, Dousman, Wisconsin 53118
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www.alternativemachinetool.com

QUOTATION

USED RADIAL DRILL

Make: Willis - Bergo
Model: FS1000

Condition: Good
S/N: Unknown

SPECIFICATIONS

Spindle Center to Column	39.4”
Column Diameter	8.625”
Spindle Nose to Base (Max.)	41.0”
Spindle Nose to Box Table (Max.)	20.0”
Spindle Taper	4MT
Spindle Travel	8.0”
Spindle Horsepower	2.2 Hp
Spindle Speeds	(12) 65-1,200 RPM
Spindle Feeds/Rev.	(3) .02, .04, .08 IPR
Floor Space Required	64” x 34” x 92”
Machine Weight(Approx.)	4,000 lbs.
Voltage	220V – 3 Phase Only

INCLUDES: 27.5” x 21.5”x 22.5” Tilting Box Table, Flood Coolant Pump, Manual Clamping

PRICE **$ 3,950.00**

Terms: Full payment prior to shipping
Warranty: 30 Day MDNA Return Privilege
F.O.B.: Dousman, WI

ALTERNATIVE MACHINE TOOL, LLC
TERMS AND CONDITIONS OF SALE

1. **PAYMENT TERMS**: Terms of payment, unless otherwise specified on the front of this invoice, are: net cash upon receipt of invoice. All payments are to be made in United States dollars. Purchaser shall pay Alternative Machine Tool, LLC ("AMT") a late penalty on all amounts over 30 days past due computed on an interest rate equal to 18% per annum. Purchaser shall also be liable for any and all costs and expenses incurred by AMT arising out of or in connection with efforts by AMT to collect any unpaid amounts hereunder including, without limitation, attorney or collection agency fees and expenses. No forbearance, indulgence, or delay by AMT in taking action hereunder shall be deemed a waiver of any rights of AMT under this contract. Title to this equipment will pass to Purchaser upon payment of the purchase price in full. Prior to said payment, Seller shall retain title.

2**. TAXES**: Prices do not include any federal, state, or local taxes, which are in addition to the purchase price and must be paid by Purchaser. Any and all foreign duties and taxes are the responsibility of Purchaser. Unless Purchaser furnishes AMT with a tax exemption certificate, any sales, use, excise, or other similar tax, where applicable, shall also be the responsibility of Purchaser and may, at the election of AMT, be added to the quoted purchase price and invoiced by AMT to Purchaser. The failure of AMT to invoice such taxes does not excuse the Purchaser from responsibility for paying same.

3. **ACCEPTANCE BY PURCHASER; RETURN PRIVILEGE**: Purchaser agrees that its acceptance of the machinery or equipment tendered shall constitute an acknowledgment by Purchaser that such merchandise or equipment satisfies any and all obligations of AMT hereunder. Purchaser may not revoke its acceptance for any reason whatsoever, provided, however, that if a return privilege is provided, AMT will guarantee the machine to be mechanically satisfactory for the number of days as stated on our invoice, beginning from the date of shipment. If any mechanical defects arise within said period. Then said machine is returnable for a complete refund provided that the machinery is returned in the same condition as shipped, freight prepaid by Purchaser, or repaired at Sellers option.

4. **FREIGHT AND INSURANCE**: All freight and insurance charges are the responsibility of Purchaser unless otherwise agreed by AMT and Purchaser in writing.

5**. INSPECTION**: Upon reasonable notice to AMT, Purchaser shall have the right to inspect the merchandise and equipment during normal business hours prior to time of shipment.

6. **NO WARRANTY**: THE EQUIPMENT OR MERCHANDISE SOLD BY SELLER HEREUNDER IS SOLD AS IS AND WITHOUT WARRANTY. SELLER NEITHER MAKES NOR ASSUMES ANY LIABILITY UNDER ANY WARRANTY, WHETHER CONTRACTUAL, STATUTORY, BY OPERATION OF LAW OR OTHERWISE. THE WARRANTIES DISCLAIMED HEREUNDER INCLUDE, BUT ARE NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE MERCHANDISE AND GOODS WILL NOT INFRINGE ANY PATENT, TRADEMARK OR OTHER RIGHTS OF A THIRD PARTY, OR THAT SUCH EQUIPMENT OR MERCHANDISE CONFORMS WITH ANY PLANS OR SPECIFICATIONS OF PURCHASER OR OTHERS, OR MEETS ANY REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS OR ORDINANCES, PERTAINING TO SAFETY OR INSURANCE REQUIREMENTS. NO SALESMAN OR OTHER REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY WARRANTIES. THE DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING DULY SIGNED BY AN OFFICER OF AMT. IT IS PURCHASER'S RESPONSIBILITY TO INSPECT THE GOODS AND TO ASCERTAIN IF THE SPECIFICATIONS, DESCRIPTIONS AND CONDITION OF THE GOODS CONFORM TO PURCHASER'S REQUIREMENTS. ANY WARRANTY CONCERNING SAID GOODS MADE BY ANY THIRD PARTY IS ENFORCEABLE ONLY AGAINST THE THIRD PARTY AND NOT AGAINST AMT.

7**. PURCHASER'S RESPONSIBILITY AND INDEMNITY**: It shall be Purchaser's responsibility to ensure that any merchandise or equipment purchased from AMT is installed and operated in a proper and safe manner. The Purchaser also acknowledges that it may have to install or change guards, safeties, warnings or other components to ensure that the merchandise or machines purchased hereunder will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standards. Purchaser shall bear and pay all expenses, losses and damages that may arise from the transportation of the merchandise or equipment, and all losses, damages, debts and liabilities incurred by the Purchaser in connection with its purchase of the merchandise or equipment and every other expense relating or incidental thereto, except such costs, damages or expenses as may arise from any action or proceeding brought against the Purchaser with respect to the title of AMT to the merchandise or equipment, and AMT's right to sell and advertise the same. Purchaser agrees to defend, indemnify and hold harmless AMT from and against all suits, claims, costs, damages and expenses, including but not limited to, reasonable attorneys' fees, arising out of, or in connection with, the transportation, purchase, ownership, or use of the merchandise or equipment sold hereunder.

8. **NON-LIABILITY OF SELLER**: AMT shall not be liable for its failure to perform hereunder, due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, government laws, regulations, ordinances or codes, inability to obtain material or equipment and any similar or different contingencies. In no event, whether as a result of breach of contract, delay in shipment, or express or implied warranty, tort (including negligence) or otherwise, will AMT be liable to Purchaser, its successors or assigns, for any incidental or consequential damages including, but not limited to, damages for loss of revenue or profits, cost of capital, claims of customers for service interruptions or failure of apply, or costs and expenses incurred in connection with labor, overhead, transportation, installation or removal of products of substitute facilities or supply sources, even if AMT shall have been advised of the possibility of such damages.

9**. MODIFICATIONS**: Purchaser acknowledges that these are the only terms and conditions of sale, are intended by the parties as a complete and exclusive statement of the terms of their agreement, supersedes all prior agreements, written or oral, and upon issuance of AMT's invoice or acknowledgement, will become part of that invoice or acknowledgement. No course of prior dealings between the parties, no usage of trade, nor any form preferred by Purchaser containing different or conflicting terms, shall be part of the parties' agreement, nor shall they be relevant to determine the meaning of any agreement with AMT even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code ("Code") is used herein, the definition contained in the Code shall control. Any variation from the terms hereof contained in the Purchaser's acceptance is hereby rejected. The Agreement of which these terms are a part can be modified or rescinded only by a writing signed by AMT.

10. **QUOTATIONS**: All quotations are made for immediate acceptance and are subject to withdrawal or change at any time and without notice. Purchaser requests that AMT continue to provide Purchaser with information on the availability and cost of machinery AMT may offer for sale in the future, and agrees to accept such information by telefacsimile, mail, or such other means as AMT may employ.

11**. LIMITATION OF REMEDIES**: NO CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE MERCHANDISE OR EQUIPMENT IN RESPECT OF WHICH SUCH DAMAGES ARE CLAIMED. FAILURE TO GIVE NOTICE OF CLAIM WITHIN SIXTY (60) DAYS FROM THE DATE OF DELIVERY OR THE DATE FIXED FOR DELIVERY (IN THE EVENT OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY PURCHASER OF ALL CLAIMS IN RESPECT OF SUCH MERCHANDISE. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF PURCHASER AND ANY RIGHT TO CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXCLUDED.

12. **WAIVER OF RIGHT TO JURY TRIAL/SUBMISSION TO JURISDICTION/DESIGNATION OF LAW AND FORUM**: IN ANY ACTION BROUGHT BY PURCHASER, OR ANY SUCCESSOR OR ASSIGNEE OF PURCHASER ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE MERCHANDISE OF GOODS SOLD HEREUNDER, PURCHASER HEREBY WAIVES ITS RIGHT TO A TRIAL BEFORE A JURY. THE PARTIES AGREE THAT THE LAW OF THE STATE OF WISCONSIN SHALL CONTROL IN CONSTRUING THIS CONTRACT AND IN ANY SUCH DISPUTE AND THAT ALL SUCH ACTIONS BROUGHT ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED IN WAUKESHA, WISCONSIN.

13. **BANKRUPTCY**: In the event any one or more of the following shall occur, any and all obligations of AMT hereunder, including without limitation, any obligation to deliver merchandise or goods to Purchaser, shall terminate immediately and without further action by AMT: Purchaser files a petition in bankruptcy or is adjudicated a bankrupt, or a petition in bankruptcy is filed against Purchaser, Purchaser becomes insolvent or makes an assignment for the benefit of its creditors or makes and arrangement pursuant to any bankruptcy law, or Purchaser discontinues its business or a receiver is appointed for it or its business.

14. **TIME FOR BRINGING ACTION**: Any action by Purchaser for breach of any agreement of which these terms are a part shall be commenced, and AMT must be served, within one (1) year after the cause of action has accrued.