



# Haas Factory Outlet

A Division of HFO Chicago, LLC

## Quote

HFO Chicago Inventory  
555 Busse Road  
Elk Grove Village, IL 60007

Contact: Laura --Siwicki  
Phone: 877-440-4227  
Fax: 877-592-4227

<b>Customer #</b>	<b>Date</b>	<b>Quote #</b>
280225	12/3/2009	<b>100095</b>
<b>Terms</b>	<b>Rep</b>	<b>Ship Via</b>
Net due upon receipt	ExactAdmin	0

<u>Quantity</u>	<u>Part #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	VF-3YT/50	VERTICAL MACHINING CENTER; 40" X 26" X 25" (1016 X 660 X 635 MM), 50-TAPER GEARED-HEAD, 30 HP (22.4 KW) VECTOR DRIVE, 7500 RPM, 30+1 SIDE-MOUNT TOOL CHANGER, 710 IPM (18 M/MIN) RAPIDS, COLOR REMOTE JOG HANDLE, PROGRAMMABLE COOLANT NOZZLE, AUTOMATIC CHIP AUGER, 1 MB PROGRAM MEMORY, 15" COLOR LCD MONITOR, USB	95,995.00	95,995.00
1	P-COOL	PROGRAMMABLE COOLANT NOZZLE	1,795.00	1,795.00
1	TSC50T	THROUGH-SPINDLE COOLANT, 300PSI (21 BAR)   	7,895.00	7,895.00
1	HIL	HIGH-INTENSITY LIGHTING; DUAL HALOGEN EXTERNAL LIGHTS W/DOOR SWITCH	595.00	595.00
1	MACC-2	MULTI AUGER CHIP CONVEYOR2010 MACHINE OPTIONAND A BELT- TYPE CHIP CONVEYOR FOR DISCHARGE	0.00	0.00
<b>Total:</b>			<b>\$106,280.00</b>	<b>\$106,280.00</b>

Thank you,

ExactAdmin

Cell:

**HFO CHICAGO**  
**dba HAAS FACTORY OUTLET**  
**STANDARD TERMS AND CONDITIONS GOVERNING**  
**THE SALE OF PRODUCTS AND SERVICES**

This proposal by Midwest Manufacturing Resources, Inc. dba HAAS FACTORY OUTLET hereinafter referred to as (HFO), is valid for 30 days from the date shown on the quote unless otherwise specified and does not constitute a firm offer but is an invitation to place an order. All orders are subject to written acceptance by HFO. If an order based upon this proposal is accepted by HFO, it is agreed that the order shall be subject to the terms and conditions set forth below all of which shall be incorporated in the order by reference and shall supersede all prior oral, written or printed Terms and Conditions.

**1. PRICES:**

- a) All prices are F.O.B. manufacturers factory unless otherwise specified. Prices are subject to change without notice until an order is accepted by HFO in writing.
- b) All sales are made subject to applicable sales, use and excise taxes, the amount of which, Buyer agrees to pay.

**2. PAYMENT TERMS:**

Subject to credit approval and unless otherwise specified.

- a) Payment in full of all invoices is due 30 days from factory shipment. In the case of leased and financed orders, the balance is due upon signing the delivery and acceptance or installation, whichever is sooner, but not to exceed 30 days from factory shipment. Any unpaid balance is subject to a late payment charge equal to the lesser of 2% per month or the maximum permitted by law. There shall be no extension of or change in the time for payment due to delays in installation and/or delays in operation of the equipment caused by damage, warranty service or warranty replacement of parts.
- b) A non-refundable deposit of 20% is required on all machinery orders at time of order.
- c) Buyer agrees to pay all of HFO's cost including attorney's fees incurred in collecting overdue accounts.
- d) As part of order acceptance customer may be requested to sign a security agreement and UCC forms prior to shipment.
- e) In the event of an order as a result of this proposal, the buyer agrees that the seller hereby retains a first security interest in the goods described herein until the unpaid balance of such goods and merchandise is fully paid. It is expressly agreed and understood that in case of default, seller shall be entitled to possession of the goods and merchandise and/or the entire balance shall become due and payable immediately.

**3. SHIPPING SCHEDULES:**

- a) Proposed shipping schedules are approximate and subject to prior sale and confirmation by the manufacturer at time of HFO's acceptance of order.
- b) While HFO will use its best efforts to meet delivery schedules, it can accept no liability for loss to Buyer, whether direct or consequential, as a result of delays.

**4. RISK OF LOSS:**

The risk of loss or damage to goods shall pass to Buyer when placed with a common carrier for delivery to Buyer.

**5. WARRANTIES: DAMAGES:**

- a) Goods-All goods sold by HFO have been manufactured by others. Consequently HFO cannot make any warranties with respect to goods sold by it. The warranties available to Buyer are those extended by the manufacturer, if any, to the extent they are in force and effect. HFO will, upon request, assign to Buyer any assignable rights it has under manufacturers' warranties. THE MANUFACTURER'S WARRANTY, IF ANY, IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- b) Services-If this proposal includes services to be performed by HFO. HFO warrants that such services will be performed in a workmanlike manner. Such warranty with respect to its services is IN LIEU of all other service warranties. In the event HFO breaches the service warranty, it shall, at its sole option, either refund the portion of the service charge relating to the defective service or correct the default. No claim for breach of the service warranty shall exceed the service charges.
- c) Damages-In the event of HFO's breach of any of the terms of the contract for the sale of goods or services resulting from its acceptance of an order pursuant to this proposal it shall not be liable for any of Buyer's indirect, incidental, special or consequential damages.
- d) Any production estimates provided by HFO are not guarantees of actual production unless specifically so stated in writing and signed by an officer of the HFO.

6.

I have read and agree to the quote presented and the terms and conditions of this purchase agreement:

HFO Representative: \_\_\_\_\_

ExactAdmin

Company name (printed): \_\_\_\_\_

Customer name (printed): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Customer Purchase Order Number: \_\_\_\_\_

Date: \_\_\_\_\_

PRICES SUBJECT TO CHANGE- PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOSIT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.