



Proposal: HMD-0031118
Date: July 29, 2019

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Your solution.

We are North America's leading provider of innovative machinery and exceptional support services for the manufacturing industry. Our mission is to provide manufacturers of all sizes with the knowledge and tools they need to thrive.

Over 48,000 service calls resolved annually

95% of parts orders shipped the same day

24-hour parts availability

We understand that the success of your business depends on a multitude of properly working parts. That's why we make it our mission to get you the parts you need, fast. With over 400,000 ready-to-ship parts in stock and a 95% order fill rate from inventory, you can trust us to get you back in business in no time.

Experienced service

Downtime is expensive. It can hinder your productivity, reduce customer confidence and decrease profitability. With Stiles' network of five regional service centers and the nation's largest team of expert Field Service Technicians, the unparalleled service that you need is never far away.

Finance solutions

Stiles Machinery offers a variety of flexible financing options to meet your specific needs. With the help of our expert finance team, Stiles can help you reach your production goals while maintaining your financial reserves and cash flow.

Software integration

Stiles' broad range of innovative software solutions and cutting-edge diagnostic tools are designed to help you increase your competitive edge by enabling integration throughout your entire operation, from the office to the plant floor.

Professional training

Stiles University offers the industry's only program certified by the International Association of Continuing Education and Training (IACET). Learn from experts in the field and choose from over 48 courses at one of the Stiles University training centers, online, or in the convenience of your own facility.

Around-the-clock support

Your needs are our top priority, which is why we have a live person on call 24 hours a day, 365 days a year, to offer expert technical support. When you call, you will be connected to an experienced service professional who can review detailed data on your machinery and recommend the right fix, often within minutes.

Enhancement technologies

Stiles Enhancement Technologies offers the widest range of manufacturing solutions in the industry. Through ancillary equipment and upgrades to software, hardware, tooling, and more, we help keep your equipment current in an industry that is always evolving.

HOMAG DRILLTEQ D - 200/060 12

Drill and Dowel Machine

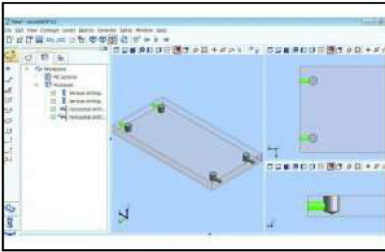
The DRILLTEQ D-Series is a perfect complement to a nested-based CNC machining center, or it can function independently for horizontal drilling, gluing, and dowel insertion. It minimizes set-up times and maximizes production times. Solid steel construction is combined with a vibration absorbing base. Each model comes with Windows 7-based software, fiber-optic cables for communication between the drive system and the machine control, and Web-based diagnostics.



Product image is for illustration purposes only. Delivered machine may not be the same color or have the same markings as shown in the picture above.

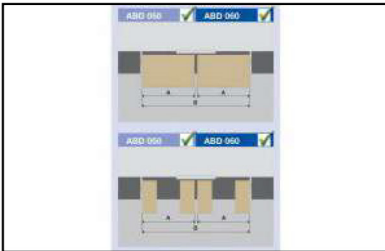
Features & Details:

HOMAG DRILLTEQ D - Series



Easy-to-learn interface

The DRILLTEQ D-Series features the woodWOP CNC programming system. With over 30,000 installations, the woodWOP system is one of the most commonly used. For those with previous woodWOP experience, ramp up time on the machine is brief. The interface also enables integration with most third-party design programs.



Graphics enhance ease and accuracy

woodWOP graphics capabilities, paired with a Windows 7 based control, provides an easy-to-operate machine. A large graphics area with a view of the workpiece is the centerpiece. Drilling can quickly and easily be programmed by entering the machining parameters. A view of the workpiece is displayed realistically in the graphics area. This guarantees highest programming safety and permanent control during program generation. Part orientation is provided for the operator on the machine control and via visual lights on the machine itself to tell the operator which zone is next for the part.

Robust, study-design

DRILLTEQ D-Series machines are the most robust in their class. The rigid frame design ensures a vibration-free platform with a low noise level, and the machine will hold very tight tolerances for many years.

Less vibration, higher-quality parts

In addition to its strength and weight, the DRILLTEQ D-Series has been engineered with HOMAG's patented mineral cast SorbTech material, further enhancing its ability to shield the workpiece from vibration. SorbTech absorbs vibrations up to 80% faster than conventional cast steel constructions. Less vibration means higher quality finished parts and increased machine life.

Precision and reliability

Profiled linear guides ensure precise tracking over time. The attachment points on the linear guides are also covered to ensure that dust and debris do not get compacted, which can lead to premature failure of guide rails and bearings.



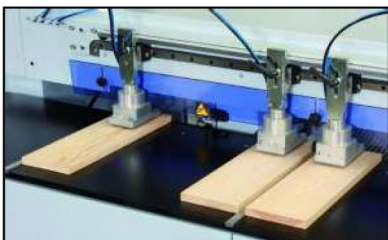
Little things make a big difference

Rigid and oversized clamping cylinders ensure proper part hold down. Their adjustable design allows clamping pressure to be focused at the drill line, where it is needed most. A rubber pad at the bottom of the clamp prevents scratching, and a rubber knob cleverly built into the leading edge of the clamp provides positive pressure between the part and reference fence to ensure accuracy.



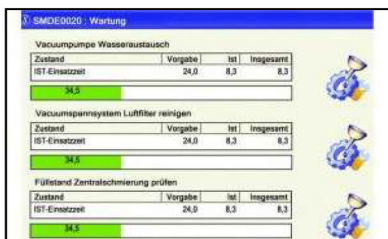
Saves time and effort, prevents errors

The closed loop gluing system is not exposed to air. It's not necessary to purge the system of glue if not used for extended periods throughout the week. The glue flow control monitoring system prevents the operator from inserting dowels without glue or water.



Quick setup time

Pneumatic control of the center stop as well as left and right fences provide near-zero changeover times between one, two, and four references.



Easy maintenance optimizes product life

The Schuler MDE Software enables complete operator-assisted maintenance of the entire machine. The software prompts the operator on needed maintenance in real time and provides graphic instructions. There's no need to rely only on paper manuals. Once maintenance is finished, the operator initials the work as complete. The interval resets itself and a log is created on the machine.



Less down time

A large vibrating dowel hopper enables automatic dowel feeding. It prevents frequent refilling of the hopper, so the operator doesn't have to stop production as often.

Features & Details:

HOMAG DRILLTEQ D - 200/060



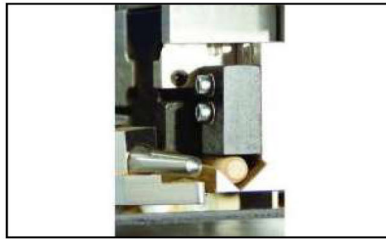
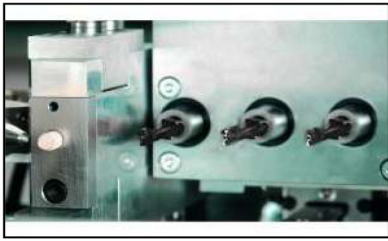
General features

Maintenance-free motors with high-resolution optical encoders provide precision and accuracy. Digital drive control units guarantee high reliability.

- Solid steel frame construction
- SorbTech Main Beam
- Heavy Phenolic table surface
- CNC Positioning of the X, Y, and Z axes
- Oversized digital AC servo motors

Note: In any case, the workpiece width should proportionately be larger than the workpiece thickness.

Precision, accuracy, reliability



Equipment

- Horizontal drilling aggregate with 3 individually selectable spindles, 7,500 RPM
- 1 doweling tool: 32 mm from the drilling spindle
- Glue injector with adjustable glue amount and cleaning device; engineered to spray glue as fast as water
- Standard dowel dimensions: 8 x 30 mm / 8 x 35 mm
- Vibrating hopper for automatic dowel feeding

Note: The machine will be delivered with a default dowel dimension 8 x 30 mm set by the manufacturer.

High-quality design and construction

Part present detection

Each of the four reference locations has a part present sensor so the machine knows if the part is located in the proper reference location and to allow the start of machining cycle.

Glue flow control

This feature ensures that any interruption of the glue flow is displayed on the machine control as an error, preventing the operator from inserting dowels without glue.



Low pressure pump for glue

Included is a double membrane pump 1:1 (6 bar) with a filter unit; the pump is compact and designed for reduced noise, low energy consumption, and suited to supply low viscous glue.

Central dust extraction

An 80 mm (3.15") port is provided for connection to the dust extractor.

Energy saving mode

Stand-by operation

To save energy, the machine's ecoPlus button can be activated to start stand-by operation after a pre-set time while the machine is not processing.

- Primary power of drives is switched off
- Control voltage will be switched off after a pre-set time

Transformer for customer's supply voltage

This facilitates connection to the machine from the customer's electrical source for three-phase voltage of 208 V, 230/240 V, or 460/480 V.

Electrics

According to UL regulations.

Safety and Protection Devices

Interlocked rear safety gate, interlocked rear cover, and front guarding.

Manuals and control texts

- Standard manuals, CD, as well as .PDF versions containing operating and maintenance instructions are stored on the machine
- Display texts for powerControl operators
- Spare parts descriptions (CAD-drawings and wiring diagrams)

Training

On site programming, machine operation and troubleshooting instruction is administered by a Stiles Field Service Representative at the time the machine is installed.

Machine Control & Software: HOMAG DRILLTEQ D - Series



powerControl: Innovative, ergonomic, state-of-the-art

The DRILLTEQ D-Series features a Microsoft Windows based control complete with intuitive software. Having proven itself on more than 30,000 installations, the **woodWOP** programming system included with purchase is the heart of the machine and unmatched by any programming software provided with a machine today. The powerful drawing functions offered by **woodWOP** simplify programming for operators without CNC experience and provide the premium features required to satisfy advanced users. In addition to the **woodWOP** software within the machine control, a copy of the program is included for installation on an office PC for off-line programming.

powerControl Hardware:

- PLC control according to international standard IEC 61131
- Operating system Windows 7 (US) embedded
- Intel Core I5
- 21.5" Full HD, Multi-Touch display on swivel arm
- 1 SATA hard drive 160 GB minimum
- Central USB port
- Ethernet connection 10/100 MBIT RJ45 (without switch)
- Teleservice for remote diagnostic service
- UPS (Uninterruptable Power Supply)

Premium functionality that's easy to learn



Machine software bundle

The PC85 Software Package with Graphical Operating Programs is pre-loaded on the machine and includes:

- woodWOP7: Programming software built upon a graphical, dialogue-oriented approaching to generating CNC programs
- ABDWork: Modern and simple control of main machine functions via softkey
- Tool Data Base: A graphical operator guide to manage tool data
- Production List Software: For creation and management of product lists for manufacturing. Production sequences, target amounts, and processing information can be stored and recalled for future use.

Barcode Control Package

The barcode control is prepared and connected to a barcode scanner and includes the software to read a barcode via the serial interface. The software allows for the following individual adaption of the barcode information:

- Program name
- Place number
- Modus for two places at the same time, e.g. for alternating processing

Additionally, it includes up to 4 variables (5-digit, in 1/10 mm). When using variables, the new NC-program is automatically generated after scanning through the production list.

Further Functions

- Creation of production lists with help of the barcode
- A rated value can be passed on in the barcode

This package includes barcode scanner.



Maintenance prompting software

Schuler MDE alerts operator to required maintenance

- Provides graphic instruction for complete machine maintenance
- Creates and saves maintenance log

Powerful, simple, user-focused

Software for external PC

Requires a computer operating Windows 7 or 8. Single-seat licenses for the following programs:

- woodWOP 7 for simple generation of CNC programs

HOMAG DRILLTEQ D - 200/060 12

\$54,490 USD



Installation: Included

Freight: Included

Finance Your Next Solution: Stiles Machinery offers a variety of flexible financing options to meet your needs. Contact your sales representative or our team of financial experts who can put together a package that is right for you. Take the next step by reaching out to our leasing department at leasing@stilesmachinery.com for a detailed leasing quote.

Delivery: Equipment is available for shipment from place of inventory after receipt of official order with down payment and clarification of all technical details; subject to prior sale. Otherwise, shipment from the factory is approximately 12 to 18 weeks after receipt of official order with down payment and clarification of all technical details. Delivery times are estimates; they do not represent commitments and are dependent on upon the factory's order book at the time of order and when deposit monies are received.

Terms of Payment (Subject to Credit Approval): 30% with order, 60% ex-factory or prior to shipment, 10% on installation or 30 days after delivery (whichever occurs first)

Terms: All prices quoted are F.O.B. Port of Entry. Price quoted includes importation. Price quoted excludes all state and local taxes.

Optional Equipment:

HOMAG DRILLTEQ D - 200/060 12

Technical Support - PLUS Plan

\$1,200 USD Each

In addition to remote diagnostics and technical support included in machine purchase, this plan provides one (1) preventative maintenance inspection, which includes:

- complete machine inspection
- machine calibration
- PC check
- minor repairs
- labor and travel expenses

Cordless Bar Code Reader

\$768 USD

Cordless hand held scanner that reads all popular 1D bar codes.

Note: a separate electrical line (110-volt) will need to be supplied for this device.

Additional Important Information

Technical Support

Your needs are our top priority, which is why we're only a phone call away. With the purchase of your equipment, you will receive complimentary enhanced support services from Stiles Machinery. This includes 24-hour technical support for a period of two years, and if applicable, machine software phone support and remote diagnostics* from 8:00 am to 5:00 pm (EST). After the first two years, free technical advice is included at no charge from 8:00 am to 5:00 pm (EST) for the life of the machine.

Our technical support department can assist with:

- Electrical Troubleshooting
- Mechanical Advice
- Application Assistance
- Remote Diagnostics (if applicable)
- Software Support (if applicable)

*Note: Remote connection requires the customer to provide an internet-accessible network connection to the machine.

Exceptions

- Dust Extraction System and connecting ducts (unless otherwise quoted)
- Foundation Modifications, if necessary, including floor or masonry work
- Electrical and pneumatic service, including wiring and piping
- Staging tables or conveyors (unless otherwise quoted)
- Unloading, appropriate storage, and transportation of machinery at customer location
- Equipment to assist in installation (i.e. forklifts, cranes, scissor lifts, etc.)
- Electrical trays, wire, conduit, supports, etc.
- Building alterations
- Moving of existing machinery or site preparation
- Permits to install and operate (when required)
- Material for trial or start-up runs, such as raw boards, foils, veneer, adhesive (as well as application system), etc.
- Compressed air lines
- Surge protected electrical services to the site with no more than $\pm 5\%$ variance in input voltage
- Sprinkling system or other fire protection equipment required by insurance or local code
- Air make-up system
- Cabling and connections from office computers to the machines
- Post Processors to link the machine to any other CAD/CAM Software, other than woodWOP
- Networking software other than that provided for the machine control (Microsoft Windows Networking

Software)

- Integration of office network system (existing or newly installed) to the machine
- Application-specific fixturing or work-holding (unless quoted optionally)

Tooling (if applicable)

Tooling for the proposed machine is not supplied in the price quoted, unless otherwise stated. Stiles Machinery will provide a quotation for tooling upon receiving written documentation from customer stating their tooling application requirements. Any tooling requiring special application (i.e. profiles, grooves, cope, tenons, etc.) will require detailed drawings and/or samples to accompany the request.

Tooling ordered from any source other than Stiles Machinery Inc. will release Stiles Machinery of any responsibility for the performance of the machine functions dependent upon tooling.

Installation (if applicable)

Stiles Machinery Inc. cannot be held responsible for any delays caused by customs authorities.

Stiles Machinery defines installation as the assembly and preparation of the machine to the 'ready-to-run' state; it does not include any preparation of the site, floor, anchoring of machine to floor, masonry work, running of electrical, pneumatic or dust extraction services to the site, or building alterations.

Your Company is responsible for the off-loading and positioning by crane, forklift or other means, as well as supplying the necessary equipment to perform this task. At your Company's request and expense, a Stiles field service representative can be made available during the off-loading and positioning in order to act in an advisory capacity, but this is to be understood as fully at your own risk. Moving and modifying existing machinery in your facility is not included in the installation.

Once the machine is in the "ready-to-run" state and the necessary services have been provided, the field service representative will test run, adjust as necessary, demonstrate, and instruct your personnel who are selected to operate and maintain this machine. The field service representative will also review the manuals supplied for this equipment.

Programming of customer patterns/samples is not included. Our field service representative will demonstrate to your personnel how to enter your patterns/programming into the control as part of the installation. If additional instruction is requested, our field service representative will be available at the current published service rates.

Terms & Conditions

All equipment listed is offered subject to our Standard Terms and Conditions of Sale, a copy of which is attached. Terms of payment offered herewith, or any terms agreed upon, are subject to proper credit approval. Due to fluctuations in currency exchange rates and freight costs, all prices are subject to confirmation or revision at time of order. Price of additional equipment, if any, valid only when installed at the factory during construction of the machine, and/or shipped with original machine. Technical description and data are subject to change or modifications without notice. Stiles Machinery is not responsible for differences between product literature and our formal written proposal. Our offers are contingent upon strikes, accidents to machinery by carriers, or any other cause beyond our control. Unless specifically stated otherwise within the terms of this proposal, Stiles has no responsibility for staging, alignment or any other preparation of parts, panels or other materials fed into or otherwise introduced into the equipment covered by this proposal or for any unloading, stacking, routing, storing or any other disposition of parts, panels or other materials exiting such equipment. This offer is valid for thirty (30) days.

STANDARD TERMS AND CONDITIONS OF SALE

1. Acceptance

This agreement by Seller is subject to assent by the customer ("Buyer") to all terms herein to which Buyer has previously objected (if any), or which materially alter any terms proposed by Buyer (if any) covering the subject matter of this agreement. Buyer's acceptance of any part of the goods sold hereunder, any payment by Buyer for such goods, or any other form of acceptance by Buyer, shall constitute Buyer's acceptance of all terms and conditions herein. Descriptions, specifications, information and other data concerning Seller's products contained in Seller's catalogs, circulars, advertisements, price lists, or similar promotional materials or representations or statements thereof made by Seller's representatives or sales agents are the Seller's estimates and approximations only, and shall not be binding except as and to the extent expressly agreed to by Seller. Seller objects to any terms and conditions proposed by Buyer which vary the terms hereof. Buyer acknowledges that these terms and conditions shall continue to be binding on Buyer regardless of any type of financing utilized by Buyer and/or any assignment of this agreement by Buyer. Buyer may only assign this agreement with Seller's written consent. Unless specifically provided otherwise within the terms of this agreement, seller has no responsibility for staging, alignment or any other preparation of parts, panels or other material fed into or otherwise introduced into the equipment covered by this agreement, or for any unloading, stacking, routing, storing or other disposition of parts, panels or other materials exiting such equipment.

2. Price Adjustment

Prices are based upon material, production, and manufacturing costs as of the date hereof and upon duty, surcharge, tariff and similar import or export charges and currency exchange rates in effect on the date hereof. Should there be changes adverse to Seller in such prices, charges or rates occur, the Seller reserves the right to adjust prices accordingly. Seller's quotations are not binding upon Seller unless expressly stated as such in writing.

3. Delivery, Shipment, Security Interest, Risk of Loss, and Claims

Delivery of goods covered hereby shall be F.O.B. at the port of entry nearest Buyer unless otherwise specified by Seller. Seller may, at its option, ship all of the goods covered herewith at one time or in portions from time to time. Seller will attempt to ship goods for delivery on or about the times stated on the face hereof, although time shall not be of the essence in this contract. In the absence of instructions from Buyer, Seller shall have absolute discretion as to mode and routing of shipment. Until Buyer has paid in full for all products sold, Buyer grants to Seller a

security interest in all such products and to the proceeds thereof. Buyer authorizes Seller to execute or authenticate, or at Seller's option, Buyer shall execute and deliver, any financing statements or other documents that Seller may reasonably require for the perfection of such security interest and Buyer hereby authorizes Seller to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Risk of loss of the goods shall pass to Buyer upon identification of the goods to the contract. Buyer shall have all responsibility for and expense of preparing and filing claims against carriers for loss or damage to goods in transit.

4. Force Majeure

Seller shall have no liability for any non-performance or delay in performance caused by circumstances beyond Seller's control, including, but not limited to, acts of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation, or failure of Seller's suppliers to furnish the goods.

5. Taxes

Buyer shall pay all privilege, occupation, personal property, sales, excise, use and other taxes applicable to the sale, purchase, storage, erection, use or ownership of the goods covered hereby, regardless of whether such taxes are invoiced by Seller.

6. Installation, Setting Up and Starting Goods

Unless otherwise agreed, prices do not include product erection or installation which shall be Buyer's responsibility and expense. Buyer may obtain erection or installation service and assistance from the Seller pursuant to a separately negotiated agreement, provided however, that nothing in this agreement shall obligate Seller to enter into any such agreement with Buyer except upon terms and conditions acceptable to Seller. The limited warranty as provided for in paragraph 9 shall apply only to products erected or installed by Seller or under Seller's supervision, or by some person or organization expressly approved and authorized in writing by Seller to perform such erection or installation. In the event any product is not thus erected or installed, this limited warranty shall terminate immediately upon erection or installation or expiration of Buyer's 10-day inspection period as provided for in paragraph 11. The average cost of meals for Internal Revenue reporting is .19% of the cost of the goods. Seller accepts no responsibility for material and equipment or for the acts of persons furnished by Buyer.

7. Payment Terms

Unless otherwise agreed, the net amount for products purchased shall be due and payable by Buyer immediately upon

receipt of Seller's invoice. Invoices not paid within thirty (30) days after the date of Seller's invoice will be subject to carrying charges. Carrying charges shall accrue in the amount of one and one half percent (1 - 1/2%) per month (18% per annum) on any overdue unpaid balance. Seller's invoice shall constitute an "evidence of indebtedness" as that term is related to the recovery of attorney's fees. Buyer shall reimburse Seller for the costs of collection, including reasonable attorney's fees of any overdue amount owed by Buyer to Seller and such collection costs shall be added to Buyer's indebtedness subject to the aforementioned carrying charges. If, in Seller's opinion, Buyer's financial condition at any time does not justify continuance of the production or shipment on the terms of payment herein specified, Seller may require full or partial payment in advance. All payments shall not be deemed to have been made until so received by Seller. Buyer shall have no right and waives any right to set off, offset or recoup any debts or liabilities of Seller to Buyer against amounts deposited with Seller or due Seller for the purchase of goods covered hereby.

8. No Liability to Third Persons

Seller shall in no way be liable to Buyer for any claim or action by any third person arising out of or alleged to arise out of the delivery of goods covered hereby or out of the presence of Seller's employees on Buyer's premises in connection with this agreement, or out of the use, by Buyer or third persons, of the goods covered hereby. "Third persons" shall include, without limitation, employees of both Buyer and Seller as well as all third persons not connected with Buyer or Seller.

9. Remedies of Buyer and Limitation of Warranties

Seller warrants that the goods sold hereunder shall be free from defects in materials and manufacture at the time of delivery to Buyer. Seller may, at its option, repair or replace any defect, or pay the reasonable cost thereof, for any such defects notice of which is given to Seller within thirty (30) days after discovery of such defect by Buyer, but not later than one (1) year after delivery of the goods to Buyer, except that notices for defects relating to motors, bearings, switches, contactors, relays, electronic components, air controls or air switches must be received within one hundred eighty (180) days of delivery of goods to Buyer. Seller shall have no obligation to remedy any defect except upon delivery of the defective part or parts to Seller at Seller's office in Grand Rapids, Michigan. The repair, replacement, or payment in the manner described above shall be the exclusive remedy of Buyer for breach of Seller's warranty. **Seller disclaims all other warranties whatsoever, express or implied, including all warranties of merchantability and fitness for a particular purpose. In no event shall Seller be liable for any consequential, incidental, special or indirect damages whatsoever (including without limitation personal injury, property damage, lost profits or other economic injury) even if Seller has been advised of the possibility of such damages. Buyer shall have no right of rejection or revocation of acceptance against Seller for any part or all of the goods covered hereby.** Normal wear, tear, and deterioration during use, including but not limited to such items as light bulbs, belts, synthetic material and fuses, shall not constitute a defect in material or manufacture under this limited warranty. The one (1) year limited warranty is based on Buyer's business consisting of a single shift eight hour per day operation. In no event is Seller liable for any damages or loss attributable to incorrect use or abuse of the goods, including but not limited to, inadequate or improper maintenance or unauthorized alteration. The foregoing warranty of Seller shall not limit Buyers' recourse against a manufacturer of goods sold hereunder for any warranty extended by such manufacturer. The warranty of any manufacturer or other third party shall not be deemed to be the warranty of Seller.

10. Compliance with Laws

Unless otherwise expressly agreed in writing signed by Seller and Buyer, Seller shall not be liable to Buyer for, and Buyer agrees to indemnify and defend and hold Seller harmless from, any liability arising or alleged to arise out of, any failure of the

goods covered hereby to conform to any federal, state, or local law, order, regulation, or standard. The equipment is wired according to UL standards and may not conform to local codes in your area. If local regulations require inspection, the cost of the inspection and any modification(s) to the equipment is the responsibility of Buyer.

11. Statute of Limitations, Claims

No suit may be brought by Buyer for any breach by Seller or any other claim arising out of this contract after two (2) years from the date of delivery of the goods covered hereby. Within ten (10) business days after receipt by Buyer of products sold, Buyer must give written notice to Seller of any claim based upon the condition, quantity, or grade of the products sold or of any claimed nonconformity with Buyer's specifications, which notice must indicate the basis of Buyer's claim in detail. The failure of Buyer to comply with this paragraph 11 shall constitute irrevocable acceptance of the products sold to Buyer and bind Buyer to pay to Seller the full price of the goods or equipment.

12. Waiver of Claims or Defenses Against Secured Parties

Waiver of Claims or Defenses Against Secured Parties Buyer agrees that it will not assert against any party having a security interest in any contract between Buyer and Seller, or in the inventory or accounts of Seller, or against any other assignee of any such contract, accounts, or inventory, any claim or defense which Buyer may have against Seller.

13. Safety Devices

In operating the products, Buyer shall use and require its employees and agents to use all safety devices and guards on the products and will otherwise employ safe operating procedures. Buyer shall not remove or modify any such devices, guards or warning signs. Should Buyer fail to observe such safety precautions, Buyer will indemnify and save Seller harmless from any risk, liability, or obligation to persons injured directly or indirectly in connection with the operation of the products. Buyer assumes full responsibility for damages to the products as a result of the use of qualities, grades, or quantities of materials which adversely affect the construction and operation of the products. Buyer further assumes full responsibility for training and to warn and protect all operating personnel and keep others away from any and all dangers in connection with the operation of the products. If any additional safety devices or guards are specified by Buyer, or by local laws/ regulations, these safety devices or guards must be identified by Buyer and Seller will then provide a quotation.

14. Cancellation

An order once placed with and accepted by Seller can be cancelled by Buyer only with the written consent of Seller and upon the terms that will indemnify Seller against any loss.

15. Governing Law, Venue, Service of Process

This contract shall be deemed to have been made in the State of Michigan, and any action arising out of it shall be governed by the law of the State of Michigan. Any action arising out of this contract may be brought only in a state or federal court sitting in the County of Kent, State of Michigan. Buyer consents that such courts shall have personal jurisdiction over Buyer with respect to any such action.

16. Reservation of Rights

No failure of Seller to insist upon or compel compliance by Buyer with any of the terms, provisions, or conditions hereof shall be construed as a waiver by Seller of its right to insist upon compliance therewith in the future.

17. Complete Agreement; Modification

The provisions hereof are intended as a complete and exclusive statement of the terms of the agreement between Seller and Buyer. This agreement may not be modified, rescinded, or cancelled, and no waiver by Seller of any claim or right hereunder shall be effective, except by writing signed by an officer of Seller.

YOUR SOLUTION

STILES MACHINERY INC. 3965 44TH STREET SE GRAND RAPIDS, MI 49512