



a Women-Owned business

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Date: February 2, 2024

Quote: 240202DN

To: SMITH MACHINERY

We are pleased to submit the following quotation for your review:

One (1) each: NEW 50 KVA H&H PRESS HEAD SPOT WELDER \$15,887.00 EACH

Specifications:

New P280 Controller, with 100 programs in memory. Multiple impulses, Upslope and Down slope with repeat and tip dress features.

Two Stage Footswitch

50 KVA 220V Roman Single Phase Welding Transformer

24" Throat Depth

Adjustable Gap

3.5" Bore, 2" Stroke Pneumatic Cylinder

Ejector 4RW Electrode Holder

Pneumatic Speed Control

Water cooled Transformer, Electrodes and Secondary.

See Condition of Sale

One (1) each: NEW HRS040 CHILLER UNIT \$4,410.00 EACH

DELIVERY: 2 weeks ARO and down payment

FOB: Origin

TERMS: 50% Down Payment with order issuance, balance 30 days from completion date.

Respectfully,

*Diane Hodge Nagorr*  
Owner, CEO

*Casey Cloud*  
President

*Shonna Fletcher*  
Chief Operations Off.

*Josh Fletcher*  
Production Mgr.

Submit all orders to [d.hodge@hhwelders.com](mailto:d.hodge@hhwelders.com)

Prices are firm for a period of (15) days. If an order is placed after this period, prices and deliveries are subject to review.



Ownership: All items quoted remain the property of H&H Resistance Welders, Eron Corporation, regardless of location, until such time as final payment has been received.

#### Condition of Sale

All quotations are only a solicitation for an offer. It supersedes all previous quotation of H&H Resistance Welders (hereinafter called "the Company") addressed to the purchaser relating to the same subject matter. No change in or deviation from the terms, provisions or conditions of this quotation shall have any effect unless such change of deviation shall have been approved in writing by an officer of the company.

An order, duly signed by the Purchaser, will constitute an offer. Offers are acceptable by the company at its office only. Acceptances will be made in writing, and acceptance of an offer will constitute a contract between the parties.

The company shall not be liable for any loss, damage, detention or delay resulting directly or indirectly from causes beyond its control or from fire, strikes, labor disputes, shortages of material or parts, non-performance of suppliers or subcontractors, acts of civil or military authorities, insurrection, riot, embargoes, car shortages, delays in transportation, or acts of God or public enemy.

Unless otherwise specified herein, all shipments shall be fob the company's plant, from and after delivery of the equipment to a common carrier at said facility, all risks of loss of or damage to the equipment shall be borne solely by the Purchaser. Time or times of shipment shown in this quotation are approximate and are based on prompt delivery of all necessary information by the Purchaser to the company. In case of delay in furnishing complete information, time or times of shipment may be extended for reasonable times based on conditions at the company's plant.

Unless otherwise specified, the full price of each item of the equipment shall be paid WITHOUT DISCOUNT in the United States of America, in lawful currency thereof, within thirty days from date of the shipment of such item, or within thirty days from the date of the company is ready to make each shipment if such shipment shall be delayed by request of the Purchaser. The company may at any time by notice mailed to the Purchaser, require total or partial payment of the price in advance of production or shipment or cash in full on delivery of the equipment to a common carrier.

The prices shown in this quotation do not include sales, use, occupation, excise or other similar taxes, unless the Purchaser is established taxable. All taxes applicable to or arising from the sale of the equipment shall be paid by the Purchaser in addition to the price, and at the time and in the manner of payment of the price, unless the Purchaser furnishes the company valid and effective tax exemption certificates or certificates before the company shall have paid such tax or taxes.

The weights, if any, shown in this quotation are the estimated net weights of the equipment.

The company shall not be required to furnish detailed or shop drawings of the equipment or any item or part thereof.

All materials and equipment necessary for special testing at the company's plant shall be furnished by the Purchaser, fob the company's plant, without cost to the company. All risks of loss of or damage to such material and equipment shall be borne solely by the Purchaser.

The company will furnish complete written instructions for the use of the Purchaser in installing and operating the equipment. If the Purchaser requests the company to send a person to supervise the installation of the equipment or to give oral instructions as to its operation, and if the company is able to and does send such person, the Purchaser shall pay the company prevailing rate for each day or fraction thereof that such person spends in supervising or instructing as aforesaid, together with the full cost of the transportation of such person from and to company's facility base.

If the Purchaser shall give the company prompt written notice of any suit or action to enjoin the Purchaser's use of the equipment on the ground that the equipment, or some part or item thereof, infringes any patent issued by the United States of America and shall give the company all the authority, information and assist necessary for the defense of such suit or action, the company will at its own expense defend such suit or action. If the Purchaser's use of the equipment, or some part or item thereof, is enjoined on the basis of a final adjudication of such infringement, the company shall, at its option and expense (a) obtain for the Purchaser, the right to continue the use of the equipment, or (b) replace the equipment, or part or item thereof, so as to make it non infringing, or (c) modify the equipment or, part or item thereof, so as to make it non infringing or (d) remove the equipment, or part or item thereof and refund the price, less 20% for each year or fraction thereof from the time of shipment to the Purchaser to the date of such removal. The Company shall have no other or further liability to the Purchaser on account of any such infringement or claimed infringement.

For a period of (45) days after installation, all systems or components of systems supplied by the Company that fail due to defects in materials or workmanship, shall be repaired at customer's plant at the expense of the Company.

All firing systems, including boards and SCRs have only a (90) day warranty.

For a period of (1) year after installation, all electronic and/or component systems supplied by the Company that fail due to defects in materials or workmanship shall be replaced by the Company. Installation trouble-shooting, travel and shipping expenses involved in the replacement of such components shall be the customer's responsibility.

Regarding any and all parts purchased that fail due to defects of workmanship, and within a (15) day period, the Customer shall immediately notify the Company of said defect. Customers are responsible for all freight expense regarding the process of returning items.

Failures of systems and/or components of such systems resulting from improper operation, carelessness, or negligence on the customer's part shall be repaired solely at the expense of the customer.

In addition, the Purchaser will submit the equipment to such reasonable tests as the Company may require, and the Company shall be notified and may have its representatives present at such tests. Failure or refusal of the Purchaser to submit the equipment to such tests or failure of the Purchaser to give the Company notice thereof or to allow its representatives to be

present at such tests, shall terminate the Company's entire liability under this contract. Except as expressly provided in this paragraph, the Company shall not be liable for any defect, failure or inadequacy of the equipment, or any part or item thereof, and in no event shall the Company be liable for any consequential damages resulting directly or indirectly from any such defect, failure or inadequacy. All welder machines must be earth grounded. Any and all operation suggestions that the Company deems credible to the life of the equipment shall be incorporated by the Purchaser. If not incorporated, the warranty as stated is void.

Once an order is placed, it may not be cancelled without the consent of the Company and a minimum cancellation charge of 15% of the total order. Should your account become delinquent, an 18% finance charge will be incorporated, compounded monthly @ 1.5%.

This is the only implied warranty, no other is implied or accepted.

Concerning freight: it is the standard practice of H&H to insure shipments for "full value coverage". If customer waives insurance, they automatically agree to alter the quoted terms to include "balance upon completion on our floor" with no further payment term extension AND further agree to assume full responsibility for replacement costs and/or repairs for any damages resulting from uninsured transport.

Furthermore, H&H is not responsible for extended lead times caused by vendor, freight, COVID or weather delays.