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AMERICAN TURNMASTER 15" PRECISION GEARED HEAD LATHE

DESIGNED, ASSEMBLED, & TESTED IN LOS ANGELES, CA



MODEL AT-1550-G-TW SHOWN WITH SOME OPTIONAL ACCESSORIES

July 15, 2025

REVISED P: 5/6/2025 P.O.: 5/6/2025 F: 5/6/2025 T: 10%

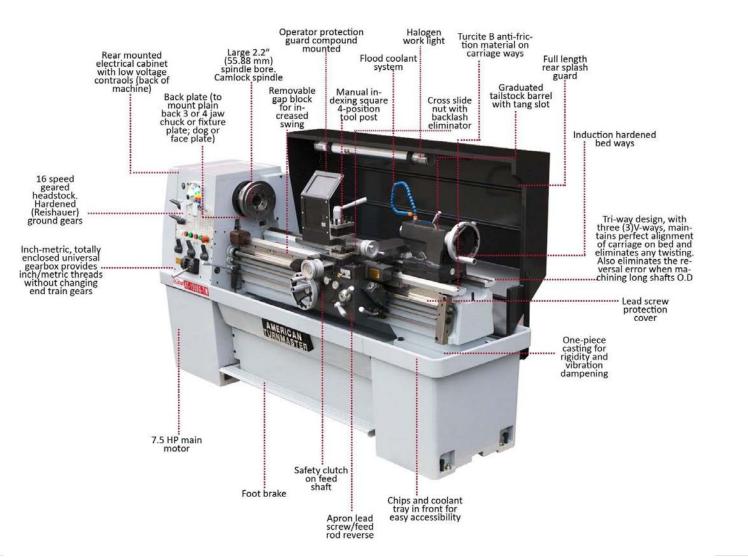


WE ARE PLEASED TO QUOTE FOR YOUR CONSIDERATION, OUR AMERICAN TURNMASTER PRECISION HIGH SPEED LATHE, MODEL:

AT-1550-G-TW

OUTSTANDING FEATURES

- DISK CLUTCH HEADSTOCK
- · 3 V WAYS, HARDENED & GROUND
- 16 SPEED SPINDLE FROM 25 UP TO 2,000 RPM
- BALANCED MAIN SPINDLE
- TAILSTOCK SPINDLE WITH AMERICAN TANG
- · CARRIAGE WITH TURCITE B TO ELIMINATE STICK SLIP, DAMP CUTTING VIBRATIONS
- · SAFETY CARRIAGE STOP
- · HEAVY CAST IRON MACHINE



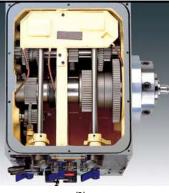
FEATURES

Horrage Lange

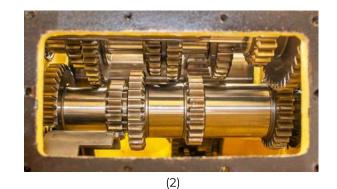
STANDARD

HEADSTOCK

- HEAVY DUTY GEARED HEAD WITH FORGED ALLOY STEEL SPINDLE (DYNAMICALLY BALANCED) MOUNTED ON THREE TIMKEN® TAPER ROLLER BEARINGS - USING TWO TAPER ADJUSTABLE ROLLER BEARINGS AND ONE STRAIGHT ROLLER BEARING. (1)
- ALL GEARS AND SHAFTS ARE HARDENED AND REISHAUER GROUND SUPPORTED BY BEARINGS. (2)
- LUBRICATION: HEAD LUBRICATED BY COLD AND CLEAN OIL FROM A PRESSURE PUMP LOCATED IN THE LATHE BASE (NOT AN OIL BATH HEAD).
- CLUTCHES: FORWARD-REVERSE SPINDLE DISC CLUTCHES MATRIX® (ELECTRIC MOTOR ALWAYS TURNS).
- SPEEDS: 16 SPEEDS WITH A SINGLE SPEED MOTOR AND CONSTANT HORSEPOWER IN ALL GEAR RANGES.
- SPINDLE: HEAVY DUTY CAMLOCK SPINDLES, D1-8.







UNIVERSAL GEAR BOX

- INCH/METRIC TOTALLY ENCLOSED UNIVERSAL GEARBOX PROVIDES OF INCH & METRIC THREADS WITHOUT CHANGING
 END TRAIN GEARS- TO SAVE TIME.
- GEARS ARE HARDENED-SHAFTS TURN ON ANTI-FRICTION BEARINGS-MECHANISM RUNS IN OIL BATH.
- SEPARATE ROD FOR POWER FEEDS LEADSCREW IS USED FOR THREAD CUTTING ONLY.
- CLUTCH IN APRON AND SHEAR PIN IN LEAD SCREW PROTECT AGAINST OVERLOAD.
- THREAD AND FEED CHART FOR INCH & METRIC FEED.
- CENTRALIZED PUSH BUTTON CONTROLS WITH E-STOP AND SPINDLE JOG.



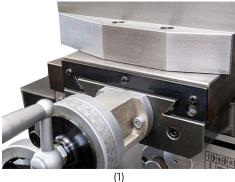




CARRIAGE & CROSS SLIDE

WIDE, FULL-LENGTH CROSS SLIDE EXTERNALLY DOVE-TAILED FOR QUICK AND EASY MOUNTING OF ACCESSORIES. (1)

- MICROMETER DIALS (INCH & METRIC) WITH DIRECT READINGS. FOR CROSS AND COMPOUND FEEDS. IMMEDIATE
 CHANGE-OVER FROM INCH TO METRIC READINGS THROUGH DIAL WINDOW.
- CARRIAGE WITH TURCITE® MATERIAL ON THE SLIDING SURFACES, TO ELIMINATE "STICK SLIP" AND DAMPEN CUTTING VIBRATIONS.



APRON

- FORWARD-OFF-REVERSE SPINDLE CONTROL PROVIDED BY
 GATED LEVER AT APRON.
- PRESSURE ONE SHOT LUBE FOR CARRIAGE AND CROSS SLIDE.
- CROSS LEAD SCREW WITH BACKLASH ELIMINATOR.



APRON FEED ADJUSTMENT

• TO DECREASE LONGITUDINAL AND/OR CROSS FEED TORQUE FOR CLUTCH SLIPPAGE, THE ADJUSTMENT APRON HANDWHEEL CAN ALSO BE RELEASED.



Internal clutch adjustment - Counter clockwise is less tight - Clockwise is more tight

"Out" Disengaged









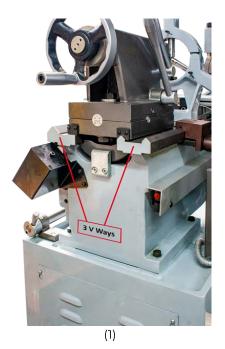
COMPOUND

T-SLOTTED FOR EASY TOOL HOLDER MOUNT. FEATURES TAPERED GIBS AND INCH/METRIC DIALS. SWIVEL WITH GRADUATED DEGREE MARKS FOR QUICK REFERENCE.



BED

- TRI-V WAY (TW) BED DESIGN. (1)
- ULTRA-RIGID, MEEHANITE CASTING MOUNTED ON CAST IRON BASE.
- INDUCTION HARDENED AND PRECISION GROUND BED WAYS. MINIMUM HR-70.
- PROVIDES PERFECT ALIGNMENT AND PREVENTS VIBRATIONS.
- GAP BED DESIGN



FLOOD COOLANT SYSTEM

· CHIP & COOLANT TRAY (FRONTAL REMOVAL)

ELECTRICS

- ALLEN BRADLEY ELECTRICS (OPTIONAL)
- · 3PH/60HZ/220V (STANDARD)

440 VOLTS (OPTIONAL)





SAFETY FEATURES

Reading and the second second

- LOW VOLTAGE CONTROLS
- NYLON SAFETY GEARS IN END TRAIN
- SHEAR PIN IN LEADSCREW
- FEED ROD WITH SLIP CLUTCH
- FULL LENGTH FOOT BRAKE



SAFETY GUARDING (STANDARD)

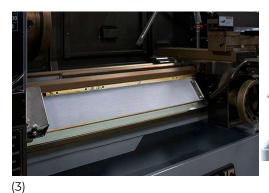
- REPUBLIC-LAGUN HAS AVAILABLE CERTAIN SAFETY SHIELDS AND GUARDS APPLICABLE TO OUR MACHINES THAT WE BELIEVE WILL MEET THE INTENT OF OSHA AND MAY BE APPROPRIATE FOR YOUR APPLICATION.
 - CHUCK GUARD WITH SAFETY LIMIT SWITCH. (1)
 - COMPOUND PROTECTION GUARD. (2)
 - SAFETY GUARD TO COVER "LEADSCREW" AND "FEED ROD BAR". (3)
 - REAR SPLASH GUARD (4); WITH BUILT IN WORK LIGHT, ELIMINATING GLARE. (4.1)
 - INCORPORATED TO THE REAR-GUARD ROOF IS THE "CABLE RACK" THAT WILL KEEP ALL CABLES RUNNING ABOVE THE CHIP AND COOLANT AREA PREVENTING ANY CONTAMINATION. (4.2)
 - ALSO, THE REAR GUARD HAS IN THE MIDDLE AN EASY TO REMOVE INSPECTION WINDOW. (4.3)







(1)









(4 / 4.1 / 4.2)







OPTIONAL

DIGITAL READ-OUT SYSTEM (DRO)

- ENHANCE PRODUCTIVITY WITH AN OPTIONAL DIGITAL READOUT SYSTEM (ACU-RITE, FAGOR OR NEWALL).
- OPERATOR FRIENDLY DIGITAL READOUT SYSTEMS TO REDUCE SETUP TIME AND INCREASE PRODUCTIVITY.
- 2 AXIS DISPLAYS
- ACU-RITE CAN FEATURE CONSTANT SURFACE SPEED (CSS) WHICH EXTENDS TOOL LIFE AND IMPROVES FINISH.

THREAD ASSIST

• CUTTING METRIC THREADS ON AMERICAN TURNMASTER LATHES EQUIPPED WITH AN ENCODER AND THE ACU-RITE 300S DRO WITH THE THREAD CYCLE IS AS EASY AS CUTTING INCH THREADS.



NEWALL NMS800 DRO

ELECTRONIC VARIABLE SPEED (EVS)

• INFINITELY VARIABLE SPINDLE SPEEDS 20 ~ 2,000 RPM IN FOUR MANUAL SHIFT RANGES.



ELECTRIC CABINET

MATRIX FORWARD/REVERSE DISC CLUTCH IN HEADSTOCK

- ADVANTAGES FOR OPERATOR:
 - START AND STOP THE SPINDLE WITHOUT STARTING OR STOPPING THE MAIN MOTOR.
 - OPERATOR CAN CONTROL THE STARTING SPEED OF THE SPINDLE.
 - THIS IS VERY IMPORTANT WHEN YOU HAVE AN UNEVENLY DISTRIBUTED PART LOADED ON THE CHUCK OR A VERY HEAVY PART.
 - A NON-CLUTCH MACHINE WILL INCREASE RPM'S VERY FAST PRODUCING A "SPINDLE OVERLOAD" FAULT. (BRAKE WILL FAULT).
 - MOTOR LONGEVITY: THIS MEANS MOTOR WILL LAST LONGER SINCE YOU DO NOT NEED TO CONSTANTLY START -STOP.



- ENERGY SAVINGS: THE NOT NEED FOR START- STOP WILL TRANSLATE TO CONSIDERABLE SAVINGS OF ELECTRICITY.
- THIS IS A MECHANICAL DISK CLUTCH LOCATED INSIDE THE HEADSTOCK AND IT IS THE "MATRIX BRAND" DISK CLUTCH (FROM ENGLAND) USED IN THE ORIGINAL COLCHESTER. (1)
- PRESSURE APPLIED ROTATING CYLINDER MULTI-DISC CLUTCHES FOR OPERATION IN OIL.



(1)

RPM READOUT (ON EVS LATHES ONLY)

HEADSTOCK MOUNTED RPM READOUT WITH SPINDLE SPEED CONTROL DIAL. STANDARD ON ALL EVS LATHES.



"A" SERIES - MADE IN USA VERSION

COMPLETE 3PH/60HZ/220V ELECTRICS TO NFPA & NEMA STANDARDS & U.L.® APPROVED, WITH E-STOP, RPM INDICATOR & LOW VOLTAGE TO HEADSTOCK CENTRALIZED CONTROLS.

*PLEASE ASK LAGUN SALES REP FOR MORE DETAILS.





STANDARD ACCESSORIES

- CHIP & COOLANT TRAY
- FOOT BRAKE
- FULL LENGTH REAR SPLASH GUARD
- CABLE CARRIER
- BED STOP
- LEFT HAND WHEEL GUARD
- MANUAL INDEXING SQUARE 4-POSITION TOOL POST
- BACK PLATE (TO MOUNT PLAIN BACK 3 OR 4 JAW CHUCK)
- TWO (2) NO. 4 MT CENTERS AND ONE (1) NO. 6 MT MAIN SPINDLE REDUCTION SLEEVE
- MATRIX DISK CLUTCH (FORWARD & REVERSE)
- LEAD SCREW PROTECTION COVER
- WORK LIGHT
- LEVELING PADS X 8 PCS
- THREADING DIAL
- INCH/METRIC DIALS ON COMPOUND & CROSS SLIDE (DIRECT READINGS)
- AUTOMATIC LUBRICATION SYSTEM
- ELECTRICS 220 VOLT, 3 PHASE, 60 HZ (OTHER OPTIONS AVAILABLE)
- COOLANT SYSTEM
- CHUCK GUARD WITH LIMIT SWITCH
- APRON FEED ADJUSTMENT
- TOOL SET & TOOLBOX
- OPERATOR'S MANUAL & PARTS LIST



MACHINE SPECS

MODEL:	AT-1550-G-TW						
CAPACITY							
CENTER HEIGHT	7.48" (190 MM)						
SWING OVER BED	Ø 15" (380 MM)						
SWING OVER CROSS SLIDE	Ø 9.37" (238 MM)						
DISTANCE BETWEEN CENTERS	50" (1,250 MM)						
HEADSTOCK							
SPINDLE NOSE, INTERNAL TAPER	D1-6, MT #6						
SPINDLE CENTER SLEEVE	MT #6 X MT #4						
SPINDLE BORE	Ø 2.2" (56 MM)						
SPINDLE SPEEDS	16 STEPS						
SPINDLE SPEED RANGE	25 - 2,000 RPM						
GEARED STEPS	SILVER: 25 ~ 80 ~ 260 ~ 840 RPM GOLDEN: 33 ~ 108 ~ 350 ~ 1,120 RPM RED: 45 ~ 140 ~ 470 ~ 1,500 RPM BLACK: 60 ~ 190 ~ 625 ~ 2,000 RPM						
CAR	RIAGE						
LENGTH ON BED 19" (484 MM)							
WIDTH OF CARRIAGE	17.71" (450 MM)						
CROSS SLIDE TRAVEL	9.25" (235 MM)						
TOP SLIDE TRAVEL	4.72" (120 MM)						
BI	ED						
NUMBER OF "V" WAYS	3 EACH "V" WAYS						
BED WIDTH	11" (280 MM)						
GAP WIDTH IN FRONT OF FACEPLATE	10.43" (265 MM)						
SWING IN GAP	Ø 24" (610 MM)						
TAILS	тоск						
QUILL DIAMETER	Ø 2.32" (59 MM)						
QUILL CENTER	MT #4						
QUILL TRAVEL	5" (127 MM)						
FEEDS &	THREADS						
RANGE OF INCH THREADS & NO.	2 - 72 T.P.I (45)						
RANGE OF METRIC THREADS & NO.	0.2 - 14 (39)						
RANGE OF D.P. & NUMBER	8 - 44 (21)						



MODEL:	AT-1550-G-TW	
RANGE OF M.P. & NUMBER	0.3 - 3.5 (18)	
LONGITUDINAL FEED	0.0015" - 0.04" (0.04 - 1.0 MM)	
CROSS FEEDS	0.00075" - 0.02" (0.02 - 0.5 MM)	
М	OTOR	
MAIN MOTOR	7.5 HP (5.6 KW)	
COOLANT PUMP	½ HP (0.1 KW)	
РН	YSICAL	
NET WEIGHT	3,197 LBS (1,450 KGS)	
GROSS WEIGHT	3,549 LBS (1,610 KGS)	
LENGTH PACKED 101.58" (2,580 MM)		
WIDTH PACKED	44.1" (1,120 MM)	
HEIGHT PACKED 74.8" (1,900 MM)		
	RANGE OF M.P. & NUMBER LONGITUDINAL FEED CROSS FEEDS MAIN MOTOR COOLANT PUMP PH NET WEIGHT GROSS WEIGHT LENGTH PACKED WIDTH PACKED	



INVESTMENT

SKU	SKU NAME					
MACHINE						
20-15-1550-G-TW	1550 AMERICAN TURNMASTER TRI- WAY LATHE	1	\$34,785.00			

SKU	SKU NAME		PRICE					
	SPECIAL ELECTRICS (NET)							
20-180-C	EXTRA CHARGE FOR 440V, 3-PHASE, 60HZ* (REPLACE MOTOR)	1	\$1,468.00					
20-310-15	HEAD/EVS/7.5HP MOTOR/ DRIVE/ JIC/ NFPA-79; NEMA 12 ELECTRIC PRICE ON REQUEST	1	\$0.00					
20-310-15-Y	ELECTRONIC VARIABLE SPEED HEADSTOCK (EVS) 7.5HP, 220V	1	\$5,813.00					
20-170-C-440	20-170-C-440 ELECTRONIC VARIABLE SPEED HEADSTOCK (EVS); 440V		\$5,813.00					
	UL-508A INDUSTRIAL CONTROL PANEL		\$4,990.00					
	NFPA-79 ELECTRICS CERTIFICATION • PRICE ON REQUEST	1	\$0.00					

SKU	NAME	QTY	PRICE					
	OPTIONAL ACCESSORIES							
STEADY RESTS								
20-320-15	STEADY REST • 6" CAPACITY • WITH ROLLERS	1	\$1,435.00					
20-325-15	FOLLOW REST	1	\$680.00					
3 JAW CHUCKS		<u>.</u>						

<mark>& B</mark>	LIC	LAGUI	N N	1AC	HINE	TOOL	CO.
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20-300-08D6	8" 3 JAW CHUCK D 1-6, DIRECT MOUNT (SEMI-STEEL) DIRECT MOUNT SEMI-STEEL 	1	\$1,75 \$24
20-300-10D6	10" 3 JAW CHUCK D 1-6, DIRECT MOUNT (SEMI-STEEL) DIRECT MOUNT SEMI-STEEL **SEE PICTURE ABOVE** 	1	\$2,156.00
20-300-12D6	 12" 3 JAW CHUCK D 1-6, DIRECT MOUNT (SEMI-STEEL) DIRECT MOUNT SEMI-STEEL **SEE PICTURE ABOVE** 	1	\$2,812.00
20-301-08D6	8" 3 JAW CHUCK D 1-6, DIRECT MOUNT (STEEL BODY) DIRECT MOUNT STEEL BODY 	1	\$2,082.00
20-301-10D6	 10" 3 JAW CHUCK D 1-6, DIRECT MOUNT (STEEL BODY) DIRECT MOUNT STEEL BODY **SEE PICTURE ABOVE** 	1	\$2,304.00
20-301-12D6	 12" 3 JAW CHUCK D 1-6, DIRECT MOUNT (STEEL BODY) DIRECT MOUNT STEEL BODY **SEE PICTURE ABOVE** 	1	\$3,016.00
JAW CHUCKS	5		
20-400-10D6	10" 4 JAW CHUCK D 1-6, DIRECT MOUNT (SEMI-STEEL) • DIRECT MOUNT • SEMI-STEEL	1	\$2,007.00
20-400-12D6	12" 4 JAW CHUCK D 1-6, DIRECT MOUNT (SEMI-STEEL) DIRECT MOUNT SEMI-STEEL 	1	\$2,335.00

AMERICAN	TURNMASTER 15"	PRECISION	GEARED	HEAD LATHE

20-401-10D6	10" 4 JAW CHUCK D 1-6, DIRECT MOUNT (STEEL BODY) DIRECT MOUNT STEEL BODY PRICE ON REQUEST 	1	
20-401-12D6	12" 4 JAW CHUCK D 1-6, DIRECT MOUNT (STEEL BODY) DIRECT MOUNT STEEL BODY **SEE PICTURE ABOVE** PRICE ON REQUEST 	1	\$0.00
CHUCKS & FACE	PLATES FOR ALL OPTIONAL CHUCKS		
20-318-15	BACK PLATE OR DOG PLATE 8" FOR D1-6 SPINDLE NOSE PRICE ON REQUEST	1	\$0.00
20-315-15	FACE PLATE 14" FOR D1-6 SPINDLE NOSE	1	\$691.00
20-10-057	DRILL CHUCK ½" (KEY TYPE) WITH NO.4 MORSE TAPER SHANK • PRICE ON REQUEST	1	\$0.00
20-6336	DRILL CHUCK 3/4" (KEY TYPE) WITH NO.4 MORSE TAPER SHANK • PRICE ON REQUEST	1	\$0.00
DIGITAL READ-C	OUTS (DRO)	I	
20-T203-1550	2-AXIS ACU-RITE DRO203 FOR 10 X 50 LATHE (INSTALLED)	1	\$4,324.00
20-T303-1550-TA	2-AXIS ACU-RITE DRO303 FOR 10 X 50 LATHE W/CSS AND THREAD ASSIST (INSTALLED) • **SEE PICTURE ABOVE** PRICE ON REQUEST	1	\$0.00
20-1550-CSS	2-AXIS FAGOR 40I DRO W/ CSS FOR EVS 10 X 50 LATHE (INSTALLED) CONSTANT SURFACE SPEED (C.S.S.) 4 GEAR RANGE PRICE ON REQUEST	1	\$0.00
20-800-1050	NEWALL NMS 800 2-AXIS DRO, FOR LATHES 10 X 50 (INSTALLED)	1	\$4,701.00

N	BLIC	LAGUN	MACHINE	TOOL CO.

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20-350-15	CARRIAGE STOP - 5 POSITION BED W/ MICROMETER STOP • 5 POSITION BED WITH MICROMETER	1	\$40 ^{***} .00
20-355-15	MICROMETER CARRIAGE STOP PRICE ON REQUEST	1	\$0.00
	TAPER ATTACHMENT	1	\$2,071.00
QUICK CHANC	GE TOOL HOLDERS		
20-374-15	QUICK CHANGE TOOL HOLDER SET CXA #3 • 5 PC.: 1 TOOL POST & 4 HOLDER • CAPACITY 3/4" PRICE ON REQUEST	1	\$0.00
20-373-15	QUICK CHANGE TOOL HOLDER SET CXA #3 • 7PC. (1 TOOL POST & 6 HOLDERS) • CAPACITY ¾" • **SEE PICTURE ABOVE**	1	\$2,464.00
COLLETS			
20-385-15	COLLET CLOSER, 5C LEVER TYPE PRODUCTION (UP TO 1 1/16" CAP), D1-6 FOR 15"	1	\$2,765.00
20-386-15	HANDWHEEL FRONT TYPE COLLET CHUCK, 5C, D1-6 (SPINDLE NOSE MOUNTED)	1	\$3,132.00
20-387-15	COLLETS 5C ; 16 PIECES, 1/8" TO 1 1/16" CAPACITY	1	\$969.00
20-386-16C	HANDWHEEL FRONT TYPE COLLET CHUCK, 16C, D1-6 (SPINDLE NOSE MOUNTED)	1	\$2,280.00
HYDRAULIC C	OPY ATTACHMENT	I	
	 HYDRAULIC TAPER & COPYING SYSTEM (FULL CENTER DISTANCE RANGE) "HYDRAULIC TAPER" & "FULL LENGTH PROFILE CUTTER" WILL NEED TO FOLLOW A TEMPLATE NOTE: EASY TO USE & WILL NOT WEAR OUT WITH USE AS A MECHANICAL TAPER ATTACHMENT IDEAL FOR API THREADING ETC. (ASK FOR VIDEO SHOWING APPLICATION) **SEE PICTURES BELOW** 	1	\$9,920.00









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SKU	TRANSPORTATION (NET)	QTY	PRICE
20-USP-1200	WOOD SKID W/ MACHINE WRAPPED IN PLASTIC (NET)	1	\$275.00
	COMPLETELY ENCLOSED WOOD CRATE (NET)	1	\$2,249.00
SHIPPING	SHIPPING TO CUSTOMER FACILITY (NET) DAP WE ENERGY'S DOCK. UNLOADING AND/OR RIGGING NOT INCLUDED. 	1	\$2,128.00
	20-USP-1200	20-USP-1200 WOOD SKID W/ MACHINE WRAPPED IN PLASTIC (NET) COMPLETELY ENCLOSED WOOD CRATE (NET) SHIPPING SHIPPING TO CUSTOMER FACILITY (NET) DAP WE ENERGY'S DOCK. UNLOADING AND/OR RIGGING NOT	20-USP-1200 WOOD SKID W/ MACHINE WRAPPED IN PLASTIC (NET) 1 COMPLETELY ENCLOSED WOOD CRATE (NET) 1 SHIPPING SHIPPING TO CUSTOMER FACILITY (NET) 1 · DAP WE ENERGY'S DOCK. UNLOADING AND/OR RIGGING NOT 1

Robert Rudow

July 15, 2025 Robert Rudow

VP of Sales

robertr@lagun.com

MACHINE + ACCESSORIES: \$37,188.00





TERMS & CONDITIONS:

- 1. PRICES QUOTED ARE FOB HARBOR CITY, CA PREPARED FOR DOMESTIC SHIPMENT.
- 2. PLEASE NOTE THAT ALL PURCHASE ORDERS AND PAYMENTS MUST BE MADE OUT TO REPUBLIC LAGUN MACHINE TOOL CO.
- 3. DELIVERY: STOCK (SUBJECT TO PRIOR SALE) OR TO APPROXIMATELY 60-90 DAYS AFTER RECEIPT OF FORMAL P.O. AND DOWN PAYMENT.
- 4. TERMS: 20% DOWN PAYMENT, BALANCE NET 30 DAYS OAC.
- 5. TARIFFS: WE RESERVE THE RIGHT TO ADJUST THE TARIFF AMOUNT CHARGED, UP OR DOWN, DEPENDING ON THE ACTUAL TARIFF AMOUNT ACCESSED BY USA CUSTOMS. THIS REVISED AMOUNT WILL BE REFLECTED ON THE FINAL INVOICE.
- 6. WARRANTY ONE YEAR OR 2,000 HOURS FROM DATE OF INSTALLATION, (SINGLE SHIFT) WHICHEVER OCCURS FIRST.
- 7. TRAINING: START-UP & BASIC TRAINING ON FUNDAMENTALS AT CUSTOMER SITE BY LAGUN (OPTIONAL CHARGE), OR TWO (2) WORKING DAYS FREE AT OUR HARBOR CITY-CALIFORNIA PLANT (AIR TICKET AND PER DIEM EXPENSES TO BE PAID BY END USER). EXTRA TRAINING BASED ON \$185 PER HOUR PLUS AIRFARE & EXPENSES.
- 8. ELECTRICS: THE MACHINE OFFERED IN THIS QUOTATION IS EQUIPPED WITH FACTORY STANDARD ELECTRICS DEEMED SUITABLE FOR GENERAL PURPOSE USE AND DOES NOT PURPORT TO MEET ANY PARTICULAR STANDARD OR CODE UNLESS SPECIFICALLY STATED. IN THE INSTANCE WHERE ELECTRICS OTHER THAN THE FACTORY'S STANDARDS ARE REQUESTED, PLEASE CONTACT US AND WE WILL QUOTE ACCORDINGLY.
- 9. ANY ORDER RESULTING FROM THIS PROPOSAL IS SUBJECT TO REPUBLIC-LAGUN MACHINE TOOL CO. TERMS & CONDITIONS #R-L CNC/TC-08 WHICH ARE INCORPORATED IN THIS PROPOSAL. (SEE PAGE 18)
- 10. SAFETY:

A. REPUBLIC LAGUN HAS AVAILABLE CERTAIN SAFETY SHIELDS AND GUARDS APPLICABLE TO OUR MACHINES THAT WE BELIEVE MAY MEET THE INTENT OF OSHA AND THAT MAY BE APPROPRIATE FOR YOUR APPLICATION. PLEASE CONTACT US FOR STYLES, TYPES, AND PRICING.

B. CUSTOMER NEEDS TO CHECK WITH LOCAL OSHA CODES TO ENSURE COMPLIANCE.

C. SAFEGUARDING FOR PROTECTION AT THE POINT OF OPERATION CAN ONLY BE DESIGNED AND CONSTRUCTED WHEN THE PARAMETERS OF THE PARTICULAR APPLICATION HAVE BEEN DETERMINED. AS A RESULT, ANSI B-11 SAFETY STANDARDS STATES: "IT SHALL BE THE RESPONSIBILITY OF THE END-USER (BUYER) TO PROVIDE AND ENSURE THE USE OF A GUARD, GUARDING DEVICE, AWARENESS BARRIER, AWARENESS DEVICE OR SHIELD."

- 1. PRICES ARE VALID FOR 30 DAYS.
- 2. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- 3. LAGUN ACCEPTS NO RESPONSIBILITY FOR ANY POSSIBLE PRINTING OR TYPING ERRORS AND RESERVES THE RIGHT TO INCLUDE ANY MODIFICATION TO THE CHARACTERISTICS OF THE PRODUCTS WITH NO PRIOR NOTICE.
- 4. IN THIS CONFIGURATION, THERE ARE PICTURES OF SOME ACCESSORIES THAT ARE NOT STANDARD.

*OTHER OPTIONS AND ACCESSORIES ARE AVAILABLE UPON REQUEST.



TERMS AND CONDITIONS OF SALE

Republic

GENERAL

THESE TERMS AND CONDITIONS OF SALE AND ANY ATTACHMENTS GOVERN THE SALE OF THE PRODUCTS PURCHASED HEREUNDER AND PREVAIL OVER ANY CONFLICTING OR INCONSISTENT TERMS AND CONDITIONS APPEARING ON ANY PURCHASE ORDER SUBMITTED BY THE BUYER. THE SELLER'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO THESE TERMS AND CONDITIONS OF SALE. NO CHANGE OR MODIFICATION OF THESE TERMS AND CONDITIONS OF SALE SHALL BE VALID OR BINDING ON EITHER PARTY, UNLESS ANY AND ALL CHANGES ARE SUBMITTED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

ACCEPTANCE OF ORDERS

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY THE SELLER AT IT'S MAIN OFFICE, OR AT THE SUPPLYING FACTORY, WHICHEVER SHALL BE THE PLACE OF PERFORMANCE. ALL OTHERS MUST CLEARLY STATE THE NAME AND ADDRESS OF PURCHASER, SHIPPING INSTRUCTIONS AND ALL PRODUCT OR SERVICE SPECIFICATIONS, WHICH THE SELLER IS EXPECTED TO COMPLY. THE SELLER'S PURCHASE ORDER ACKNOWLEDGEMENT CONSTITUTES ACCEPTANCE OF THE BUYERS PURCHASE ORDER UPON THE TERMS AND CONDITIONS SPECIFIED IN THE ACKNOWLEDGEMENT AND THESE TERMS AND CONDITIONS OF SALE.

PRICES

THE PROPOSAL PRICES AND SPECIFICATIONS ARE FOR ACCEPTANCE WITHIN THE PERIOD OF 60 DAYS FROM THE DATE OF THIS PROPOSAL. ALL PRICES ARE DDP PORT OF ENTRY IN THE UNITED STATES, UNLESS OTHERWISE STATED IN THE PROPOSAL. THE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE BUYER AT ANY TIME PRIOR TO ACCEPTANCE OF THE BUYER'S ORDER BY THE SELLER'S HOME OFFICE OR FACTORY. IF NORMAL CONDITIONS PREVAIL, PRICE INCREASES BEYOND THE SELLER'S CONTROL AS A RESULT OF CURRENCY RATE FLUCTUATIONS OF THE DOLLAR, SHALL BE PASSED ON TO THE BUYER AND THE SELLER SHALL HAVE THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT THE BUYER IS UNWILLING TO ACCEPT SUCH INCREASE. THE PRICES BECOME FIRM UPON THE SELLER'S ACCEPTANCE OF THE BUYER'S ORDER, EVIDENCED BY THE SELLER SENDING ITS ACKNOWLEDGEMENT FORM TO THE BUYER. THE PREPAYMENT OF FREIGHT BY THE SELLER WILL NOT CONVERT THIS AGREEMENT TO F.O.B. DESTINATION. RATHER, THE SELLER WILL BE CONSIDERED TO HAVE ADVANCED THE FREIGHT CHARGES ON BEHALF OF THE BUYER. THE PRICES ARE BASED UPON THE SHIPMENT OF THE PRODUCTS WITHIN THE UNITED STATES.

<u>TAXES</u>

THE PRICES STATED ARE EXCLUSIVE OF FEDERAL, STATE, LOCAL SALES, USE, EXCISE, VALUED ADDED AND/OR SIMILAR TAXES. HOWEVER, THE PRICES ARE INCLUSIVE OF THE UNITED STATES IMPORT DUTY TAXES. SUCH TAXES IMPOSED ON THE SELLER OR WHICH THE SELLER HAS A DUTY TO COLLECT IN CONNECTION WITH THE SALE OR DELIVERY OF THE PRODUCTS DESCRIBED ON ANY ATTACHMENT SHALL BE PAID BY THE BUYER AND WILL APPEAR AS SEPARATE ITEMS ON THE INVOICE.

MACHINE DELIVERY

UNLESS OTHERWISE STATED WITHIN THE PROPOSAL, THE QUOTED MACHINE'S DELIVERY FOR THE BUYER'S ACCEPTANCE AT THE MANUFACTURER'S FACILITY IS 14 TO 16 MONTHS. THE DELIVERY IS SUBJECT TO CREDIT APPROVAL, MACHINE CONTENT AND PRIOR SALES. THEREFORE, ALL DELIVERY SCHEDULES MUST BE RECONFIRMED AT THE TIME OF ORDER PLACEMENT. ANY PROPOSED SHIPMENT DATE IS AN ESTIMATE AND NOT A GUARANTEE OF A PARTICULAR DELIVERY DATE. THE BUYER IS RESPONSIBLE FOR THE INSURANCE, TRANSPORTATION AND ANY DAMAGES, WHICH MAY HAVE BEEN CAUSED AFTER EQUIPMENT HAS LEFT THE F.O.B. POINT. THE BUYER IS ALSO RESPONSIBLE FOR THE UNPACKING AND ERECTION EQUIPMENT AFTER DELIVERY. THE SELLER WILL MAKE EVERY REASONABLE EFFORT TO MEET ANY DELIVERY DATES QUOTED; HOWEVER, THE SELLER WILL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DELIVERY DELAYS OR INABILITY TO DELIVER. THE BUYER'S ACCEPTANCE OF GOODS DELIVERED HEREUNDER SHALL CONSTITUTE A COMPLETE WAIVER OF ANY AND ALL CLAIMS, WHICH THE BUYER MAY HAVE AGAINST THE SELLER FOR DAMAGES, COSTS OR EXPENSES RESULTING FROM LATE DELIVERY OF THE GOODS. THE BUYER SHALL ASSUME ALL RISK AND LIABILITY FOR LOSS OF DAMAGE AFTER DELIVERY TO THE CARRIER.

PAYMENT TERMS

THE STYMENT TERMS, UNLESS OTHERWISE STIPULATED, ARE DESCRIBED HEREIN. INVOICES PAST DUE ARE SUBJECT TO A 3% PER IN THE SUBJECT TO A 3% PER INTERNAL PROVIDENTS TO THE SELLER.

- · 30% DOWN PAYMENT WITH THE BUYER'S FORMAL PURCHASE ORDER
- \cdot 30% at the start of purchasing of materials for manufacturing
- \cdot 20% AT THE START OF THE MACHINE ASSEMBLY
- \cdot 10% UPON APPROVAL TO SHIP TO THE BUYER'S FACILITY
- $\cdot\,5\%$ UPON RECEIPT OF THE MACHINE AT THE BUYER'S FACILITY
- \cdot 5% NET 30 DAYS FROM INSTALLATION

IF AT ANY TIME THE SELLER DETERMINES THAT THE FINANCIAL CONDITION OF THE BUYER DOES NOT JUSTIFY THE TERMS OF PAYMENT EXTENDED HEREIN, THE SELLER MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE OR SHALL HAVE THE RIGHT TO CANCEL ANY PURCHASE ORDER AND SHALL RECEIVE REIMBURSEMENT FOR IT'S REASONABLE AND PROPER CANCELLATION CHARGES. THE SELLER SHALL HAVE THE RIGHT TO CANCEL ANY PURCHASE ORDER IN THE EVENT OF BANKRUPTCY, VOLUNTARY OR INVOLUNTARY, OR INSOLVENCY PROCEEDINGS BROUGHT AGAINST THE BUYER, OR IF THE BUYER MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS.

CANCELLATION

ACCEPTED ORDERS MAY NOT BE CANCELLED UNLESS AGREED TO IN WRITING. WHERE THERE IS A CANCELLATION, THE BUYER WILL BE SUBJECT TO PAYMENT OF ALL COSTS, EXPENSES AND CANCELLATION CHARGES BASED ON FOLLOWING:

· CANCELLATION OF THE MACHINE(S), ACCESSORIES AND OR PARTS AFTER THE AUTHORITY TO PROCEED AND WITHIN THE 1ST MONTH WILL BE SUBJECT TO A CHARGE PAYABLE BY THE BUYER OF 18% AND FOR EACH ADDITIONAL WEEK THEREAFTER A CHARGE OF 3% WILL BE CHARGED TO THE BUYER.

• THIS CANCELLATION LIABILITY REFLECTS THE TOTAL PERCENTAGE OF THE BUYER'S TOTAL PURCHASE ORDER PRICE. THESE CHARGES ARE ADDITIVE AND WILL BE INVOICED TO THE BUYER IN THE EVENT OF CANCELLATION OF ALL OR ANY PART OF THE CONTRACT AT ANY TIME.

TITLE AND LIEN RIGHTS

TITLE TO THE EQUIPMENT SHALL REMAIN WITH THE SELLER, UNTIL THE PURCHASE PRICE HAS BEEN PAID IN FULL. THE MACHINE SHALL BE DEEMED TO BE ACCEPTED 30 DAYS AFTER INSTALLATION, UNLESS WE RECEIVE WRITTEN NOTIFICATION OF REJECTION FOR CAUSE FROM THE BUYER WITHIN 14 DAYS AFTER INSTALLATION, OR UPON THE DATE THE PRODUCT IS FIRST USED IN PRODUCTION, WHICHEVER IS EARLIER.

FORCE MAJEURE

THE SELLER WILL NOT BE LIABLE FOR FAILURE OR DELAY IN THE PERFORMANCE OF ORDERS OR CONTRACTS, OR PARTIAL PERFORMANCE THEREOF, IF SUCH FAILURE OR DELAY IS DUE TO AN ACT OF GOD, WAR, RIOTS, FIRE, EXPLOSION, FLOOD, CIVIL COMMOTION, INSURRECTION, STRIKE, LABOR DIFFICULTIES LOCKOUT, INJUNCTION, EARTHQUAKE, STORM, EMBARGO, INABILITY TO OBTAIN FUEL, POWER, RAW MATERIALS, LABOR, CONTAINERS OR TRANSPORTATION FACILITIES, ACCIDENT, BREAKAGE OF MACHINERY OR APPARATUS, NATIONAL DEFENSE REQUIREMENTS, OR ANY OTHER CAUSES BEYOND THE SELLER'S CONTROL. THE SELLER WILL HAVE THE RIGHT, IN THE EVENT OF THE HAPPENING OF SUCH CONTINGENCIES, AT ITS OPTION, EITHER TO CANCEL THE CONTRACT OR ANY PART THEREOF, OR TO EXTEND THE CONTRACT TO INCORPORATE THE WHOLE DURATION OF ANY FORCE MAJEURE THAT MAY OCCUR BEFORE THE CONTRACT DELIVERY DATE WITHOUT ANY LIABILITY TO THE SELLER.

<u>OSHA</u>

THE SELLER WARRANTS THAT THE EQUIPMENT FURNISHED HEREUNDER SHALL, TO EXTENT SUCH EQUIPMENT IS USED IN ACCORDANCE WITH SELLER'S INSTRUCTIONS; COMPLY WITH SAFETY EQUIPMENT REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 REGULATIONS, AS AMENDED IN EFFECT ON THE DATE OF THE SELLER'S PROPOSAL. THE SELLER SHALL NOT BE RESPONSIBLE FOR FAILURE TO COMPLY WITH OSHA REQUIREMENTS RESULTING FROM THE LOCATION, OPERATION, USE OR MAINTENANCE OF THE EQUIPMENT BY PERSONS OTHER THAN THE SELLER OR FROM AN OPTION OR ACCESSORY ATTACHED TO THE EQUIPMENT BY PERSONS OTHER THAN THE SELLER OR FROM AN OPTION OR ACCESSORY TO THE EQUIPMENT, WHICH WAS AVAILABLE TO THE BUYER, BUT OMITTED AT THE BUYER'S DIRECTION, OR FROM DESIGN INSTRUCTIONS FURNISHED BY THE BUYER. THE SELLER'S RESPONSIBILITY FOR BREACH OF THIS WARRANTY IS LIMITED TO MODIFICATION OR REPLACEMENT OF THE EQUIPMENT CITED AS VIOLATING THE OSHA REQUIREMENTS. THE REMEDIES AND WARRANTY PROVIDED HEREIN, ARE THE ENTIRE AND EXCLUSIVE RESPONSIBILITY OF THE SELLER WITH RESPECT TO THE OSHA REQUIREMENTS.

SHIPMENT, RISK OF LOSS

DELIVERIES ARE F.O.B. SHIPPING POINT AND THE PRICES QUOTED DO NOT INCLUDE FREIGHT OR INSURANCE. TITLE AND RISK OF LOSS SHALL PASS TO THE BUYER UPON TENDER OF THE PRODUCTS BY THE SELLER TO A COMMON CARRIER. IN THE ABSENCE OF SPECIFIC



WDE IN INSTRUCTION FROM THE BUYER, THE SELLER MAY SELECT A COMMON CARRIER, BUT THE SELLER SHALL NOT THEREBY A CARE LIABILITY IN CONNECTION WITH SHIPMENT. THE BUYER SHALL BE RESPONSIBLE FOR ANY FREIGHT CHARGE AND ANY INSURAL CHARGE. IF THE PRODUCTS ARE SHIPPED FREIGHT PREPAID, THE BUYER SHALL PAY THE SELLER THE APPROPRIATE FREIGHT AND INSURANCE CHARGES, WHICH WILL BE SHOWN AS SEPARATE ITEMS ON THE INVOICE. ALL PRODUCTS WILL BE PACKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICES FOR DOMESTIC SHIPMENT.

LIMITED WARRANTY

THE SELLER WARRANTS THAT ALL PRODUCTS DELIVERED UNDER THIS PURCHASE ORDER ARE WARRANTED TO BE FREE FROM DEFECTIVE MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR FROM THE DATE OF SHIPMENT OR 2112 HOURS. THIS IS BASED ON 8 HOURS A DAY AND 22 DAYS A MONTH, WHICHEVER COMES FIRST, UNDER NORMAL AND PROPER USAGE, OWNED BY THE ORIGINAL PURCHASER, AND NOT ALTERED DURING THE WARRANTY PERIOD. PARTS FOUND TO BE DEFECTIVE BY OUR INSPECTION WILL BE REPAIRED OR REPLACED AT NO CHARGE, F.O.B. OUR FACTORY, PROVIDED THE DEFECTIVE PART IS SHIPPED TO US, FREIGHT PREPAID. THE SELLER IS NOT RESPONSIBLE FOR ANY USAGE FOR WHICH THE MACHINE WAS NOT DESIGNED. THE WARRANTY SHALL AUTOMATICALLY BE NULLIFIED IN THE EVENT OF A COLLISION OR CRASH OF THE MACHINE OR ANY UNAUTHORIZED OR IMPROPER USE OF PARTS, ACCESSORIES OR ADAPTATIONS, AS WELL AS ANY UNAUTHORIZED PARTIAL OR TOTAL

DISASSEMBLY OF ANY PART OF THE MACHINE. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO TRAIN AND EDUCATE THE OPERATION(S) IN THE PROPER USE, OPERATION, AND SAFETY PROCEDURES RELATED TO OPERATING THE MACHINE. FOR A 1 YEAR PERIOD TO THE BUYER, EXCEPT ELECTRICS, ATTACHMENTS, OR ACCESSORY ITEMS NOT MANUFACTURED BY THE SELLER, IN WHICH CASE THE WARRANTY FURNISHED BY SUCH SUPPLIERS, SHALL BE PASSED THROUGH TO THE BUYER. THE SELLER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPLACING OR REPAIRING OR GIVING CREDIT FOR, AT IT'S OPTION, AT IT'S FACTORY, AND OF SAID PRODUCTS WHICH SHALL, WITHIN 1 YEAR AFTER DELIVERY TO THE BUYER BE RETURNED TO THE SELLER'S FACTORY OF ORIGIN, TRANSPORTATION CHARGES PREPAID AND WHICH ARE DETERMINED TO BE DEFECTIVE.

THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THE SELLER ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF SAID ARTICLES. THIS WARRANTY SHALL NOT APPLY TO ANY OF SUCH PRODUCTS WHICH SHALL HAVE BEEN REPAIRED OR ALTERED, EXCEPT BY THE SELLER OR ITS AUTHORIZED SERVICE CENTERS OR WHICH HAVE BEEN SUBJECTED TO MISUSE, NEGLIGENCE, OR ACCIDENT. THE AFOREMENTIONED PROVISIONS DO NOT EXTEND THE ORIGINAL WARRANTY PERIOD OF ANY PRODUCT WHICH HAS EITHER BEEN REPAIRED OR REPLACED BY THE SELLER.

THE BUYER IS RESPONSIBLE FOR THE TRANSPORTATION AND ANY DAMAGES, WHICH MAY HAVE OCCURRED AFTER THE PRODUCT HAS LEFT THE F.O.B. POINT, NOT THE SELLER. IN THE EVENT OF THE PRODUCT BEING DAMAGED DURING TRANSIT TO THE BUYER'S FACILITY, THE SELLER REQUIRES A SEPARATE SERVICE INVOICE FOR DAMAGE ASSESSMENT. THE DAMAGE ASSESSMENT PROPOSAL WILL BE ISSUED BY THE SELLER AND MUST BE USED AS PROOF OF DAMAGES FOR INSURANCE PURPOSES. UNDER NO CIRCUMSTANCES WILL THE SELLER ACCEPT THE RETURN OF THE DAMAGED PRODUCT, WITHOUT THE DAMAGE ASSESSMENT AND WRITTEN AUTHORIZATION FROM THE INSURANCE CARRIER THAT ALL DAMAGES WILL BE PAID IN FULL.

LIMITATIONS

ACCEPTANCE OF THE EQUIPMENT SHALL CONSTITUTE WAIVER OF ALL CLAIMS FOR DAMAGES CAUSED BY DELAY IN SHIPMENT OR DAMAGES TO THE EQUIPMENT. ANY USE OF THE EQUIPMENT FOR ANY PURPOSE WHATSOEVER BY THE BUYER SUBSEQUENT TO THE MACHINE'S INSTALLATION SHALL BE CONCLUSIVE EVIDENCE OF ACCEPTANCE. IT IS UNDERSTOOD THAT THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY, WHICH EXTENDS BEYOND THE DESCRIPTION OF THE EQUIPMENT. THE SELLER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF THE BUYER IN CONNECTION HEREWITH, SUCH AS LOSS OF PRODUCTION, LOSS OF ANTICIPATED SAVINGS OR ANTICIPATED PROFITS, OR DAMAGES OF ANY THIRD PARTY ASSERTED AGAINST THE BUYER. THE SELLER SHALL IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY THE SELLER, BE RESPONSIBLE FOR DAMAGES OF THE PERTINENT ITEM OR ITEMS OF THE EQUIPMENT. THE REMEDIES PROVIDED HEREIN ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EFFECT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OR PROFITS, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

GOVERNING LAW

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES HERETO, WHICH THEY CANNOT RESOLVE THEMSELVES, SAID DISPUTE WILL BE SUBMITTED TO BINDING ARBITRATION AT JUDICATE WEST, LONG BEACH, CALIFORNIA, TO BE HEARD BY A RETIRED SUPERIOR COURT JUDGE PURSUANT TO THE RULES AND REGULATIONS OF JUDICATE WEST AND SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD COSTS OF ARBITRATION AND ATTORNEYS' FEES TO THE PREVAILING PARTY, IF ANY, IN SAID ARBITRATION. ANY AWARD OF ARBITRATOR MAY BE ENFORCEABLE BY JUDGMENT OF CALIFORNIA STATE COURT.