



Heavy Machines, Inc.

800-238-5591
 901-260-2200
 Fax: 901-260-2276
 www.heavymachinesinc.com

REMIT TO:
 Heavy Machines, Inc.
 P.O. Box 306330
 Nashville, TN 37230-6330

Ship To:
 OMNISOURCE SW LLC
 2245 HIGHWAY 178 E
 BLUE SPRINGS, MS 38828

Invoice To:
 OMNISOURCE SW LLC - MS AREA
 EMAIL INVOICES ONLY
 304 W BANKHEAD ST
 NEW ALBANY MS 38652

Branch		02 - MEMPHIS	
Date	Time	Page	
11/10/2020	13:17:22 (O)	1	
Account No.	Phone No.	Estimate No.	
OMNIS004	6625387137	006144	
Ship Via	Purchase Order		
	.		
			Salesperson
			VRM

ESTIMATE EXPIRY DATE: 12/05/2020

SERVICE ESTIMATE - NOT AN INVOICE

Payment In US Dollars Only

Stock #: 2201 LIEBHERR MATERIAL HANDLER MS #: R934C-EW-027-18669
 Make: LI Model: A934B
 Is to have the following work done

REPLACE UNDERCARRIAGE

ADDITIONAL DESCRIPTION:

THIS QUOTE IS TO REPLACE PARTS LISTED ON UNDERCARRIAGE
 MISCELLANEOUS CHARGES IS DRIVE TIME AND MILEAGE FOR 2 TECHS
 FOR 5 DAYS WORK. WITH IT BEING SO HIGH FOR TRAVEL AND
 MILEAGE EVERY DAY I JUST MADE A FLAT RATE TO HELP YOU OUT
 ON YOUR END.

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	MILAEGE		
	DRIVE TIME		
	Parts:		21365.28
	Labor:		12480.00
	Sublet:		770.00
	Miscellaneous:		2100.00
	Tax:		2570.07
Authorization: _____		TOTAL:	39285.35

CONDITIONS OF SALE

1. ACCEPTANCE OF ORDERS All sales are subject to approval by an officer of Seller at its office in Memphis, Tennessee, and subject to such approval, all quotation prices are firm for thirty (30) days from date of quotation. We reserve the right to correct clerical errors which may occur in presenting our proposals.

2. PRICING AND TERMS Unless otherwise stated, prices are quoted in United States funds, Ex-works. Special packaging for water or export shipment, unless specifically set out in the quotation, will be additional. Rail handling charges are extra. **REGULAR TERMS ARE NET CASH 10 DAYS FROM DATE OF THE DELIVERY OF EQUIPMENT (OR PERFORMANCE OF SERVICES), NOT TO EXCEED 30 DAYS FROM DATE OF INVOICE.**

3. TAXES The prices quoted herein are subject to any addition which may be necessary to cover any tax or charge now existing or hereafter imposed by Federal, State or Municipal authorities upon equipment or services herein described or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction. Should purchaser claim exemption from sales or use tax and subsequent audit by taxation office of the state involved disapprove such exemption, purchaser agrees to immediately reimburse seller for all taxes and fees inclusive of interest, penalties and litigation expenses.

4. CANCELLATION / CHANGE ORDER After acceptance, orders shall not be subject to change or cancellation except by prompt, written notice and, in no event, unless reasonable change or cancellation charges, determined by the Seller, are borne by the Purchaser.

5. DELIVERY Shipping dates are submitted without liability for delays, however occasioned; but every effort will be made to maintain quoted delivery dates. All delivery schedules are subject to change between date of quotation and the time of placement of order.

The Seller shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts, or for other cause beyond its reasonable control, and shall not be liable for consequential damages arising from late delivery in any event.

6. INSTALLATION AND STARTUP AND FIELD SERVICE Supervision of equipment installation and startup is available at per diem rates, but it is not included unless specifically stated. When field startup service is included in the quotation, the maximum number of days is stated. There will be charges for time used exceeding the number of days quoted.

Seller has field mechanics and engineers trained in assembly and demonstration of all its products. These technicians are available on per diem rates to assist with making repairs to equipment or instruction in its operation.

7. SHIPMENT If the method of shipment is not specified by the Buyer, Seller will select carrier which, in its judgment, is the most economical and practical under the circumstances. **Seller cannot accept penalties for error in carrier selection or method of shipment.**

If the Purchaser for any reason requests a partial shipment, resulting in a higher freight rate than would have applied to shipping the order complete in one shipment any such extra cost is for Purchaser's account.

All shipments are made ex-works, whether or not terms of sale include freight charges. All claims for errors in shipment must be made within ten (10) days of receipt of goods.

8. LOSS OR DAMAGE IN SHIPMENT Seller's responsibility for delivery ends upon release of the shipment to the carrier. Should a shortage occur or an item arrive in damaged condition, Purchaser should not sign a receiving slip without noting shortages or damage on it. Purchaser should proceed to place a claim with the carrier promptly. Seller will assist with such claims if necessary.

9. MATERIAL RETURNS Any material Purchaser wishes to return for replacement or refund must be against prior written approval of Seller.

10. PERFORMANCE Performance or production figures specified by Seller for equipment purchased by Purchaser are based on Seller's experience and best judgment of Purchaser's production requirements and are not guaranteed nor binding on Seller.

11. WARRANTY All sales are made based upon the manufacturers' written warranty. There are no warranties by the Seller of merchantability or fitness for a particular purpose or otherwise, except those expressly stipulated in writing, and in no event shall the Seller be liable for consequential damages.

12. PARTS REPLACEMENT All parts replaced under warranty are billed to the customer. pending return of defective parts for inspection and determination of cause of failure. If and when the manufacturer accepts responsibility for the replacement of parts under the warranty, credit memo will be issued to the customer; otherwise, the invoice for parts shall be due and payable.

13. REPAIR SERVICE Service technicians are available at standard rates plus per diem and out-of-pocket expenses.

14. SERVICE CHARGE AND COLLECTION COSTS All invoices unpaid thirty (30) days from invoice date shall be subject to a service charge of 1.5% per month until paid. Purchaser shall be liable for all costs of collection, including without limitation reasonable attorney's fees, court costs and costs of repossession.

15. DISPUTES Any dispute which may arise regarding this agreement shall be governed by the laws of the State of Tennessee, and if not resolved by agreement of the parties shall be resolved by the state or federal courts located in Shelby County, Tennessee, which shall have exclusive jurisdiction and venue to resolve such disputes.