

FELDER Group Canada

1745 Meyerside Drive • Unit 4 / 5 / 6
Mississauga, ON L5T 1C6 • Canada
Phone: 866 - 922 - 8879 • Fax: 905 - 670 - 9162
www.felder-group.ca info@felder-group.ca



Delivery address

Circle A Carpentry Ltd.
attn. Mr. Zachary Aasman

18 Best Avenue
Dundas ON L9H 5Z2
Canada

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ORDER CONFIRMATION

Order no.	37-0041/11	Date	09/11/2017
Customer number	YC0KH	Our reference	AG / SOO
Commission	Circle A Carpentry	Your rep	O'Donoghue Sean
Machine number	441.04.460.17		

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AG09/110857A

A deposit of \$1,383.23 has been charged to your credit card. Please send a check for the balance prior to the delivery of your machine.

Please make any cheques payable to Felder Group Canada

FELDER CIRCULAR - SAW K 500 S

Qty	Item number	Description	Total CA\$
1 ST	441-70000+1	K 500S/09 Circular saw unit dia. 250-315 mm (350 mm non CE) Cutting height max. 104 mm, saw blade tilt with handwheel 90°-45°, saw spindle dia.30mm speed 4800 rpm	
1 ST	423-70015	Dial for saw blade angle in handwheel	
1 ST	423-70014	Removable flange for dado blade for max. D- 229 mm x b-20 mm	
1 ST	441-70009+1	Circular saw fence with fine adjustment for round bar guide D=40 mm	
1 ST	441-70011+1	K 500S scoring unit with motor 3x230V 60 Hz Scoring unit diameter 100mm with main saw blade diameter 300mm CSA	
1 ST	420-70010	Scoring blade cover	
1 ST	424-70016	Circular saw table extension 430 x 508 mm	

Qty	Item number	Description	Total CA\$
1 ST	420-70008	EURO II saw guard riving knife G" - EURO safety hood, push stick	
1 ST	430-20006+1	Sliding table, Table length 2800 mm Anodised 10 years Felder warranty on the .X-Roll. sliding table guiding system!	
1 ST	430-30014	Sliding table packing 2500/2800mm	
1 ST	440-20006+1	Outrigger table 1300 for cutting length 2500 -3200 mm, Table size 950 x 600 mm	
1 ST	440-20007+1	Crosscut fence 2600 mm (102") with mounting set for for outrigger 1100/1300	
1 ST	430-20020	Inch scales for crosscut fence 2600	
1 ST	441-10001	K 500S machine	
1 ST	441-70007+1	Cutting width 1250 mm K500S/09	
1 ST	424-70026	Inchscale for parallel cutting width 49.2"	
1 ST	424-40602	60 Hz motor frequency	
1 ST	POWER3	<p>***** ATTENTION *****</p> <p>The electrical system of this machine is suited for 3x230 V +/-10% (207 V - 253 V). As an option the machine can be equipped to suite 3 x 208 V (188 V - 228 V). The voltage from leg to ground must be 110 V +/- 10%!</p> <p>Please verify the voltage with your utility company (also take into consideration any voltage fluctuations). Should the input voltage to the machine be higher or lower, ASW won't guarantee the functional and operational safety of the el.system. In such case please contact your electrician to get the voltage within the tolerance. This also applies for machines powered by a Phase Converter.</p> <p>*****</p>	
1 ST	500-33004	USA - Sticker set K3	
1 ST	441-40107	Electrical system 3x230V, 4.0kW, S6-40% Direct start, CSA	
1 ST	424-30033	Packing STANDARD 2100 x 1200 mm IPPC	
1 ST	441-90502	Operating manual CF 741/CF 741S, English	

Qty	Item number	Description	Total CA\$
1 ST	79-3302B	Limited warranty for labor, electrical/electronic parts, machine parts and the format sliding table guide system for Felder Group Products. system	
1 ST	420-30013	Preparation for container transport for K 700	
		Machine price	14,342.82

ACCESSORY

 The above stated machine specifications include the following position numbers from the "MACHINE-OPTION PRICE LIST":
 002 005 007
 902 29A 82 75C 71 77 84 176 134 164C 169
 221 223A

1 ST	AS-M	Management Support	-2,500.82	-2,500.82
1 UN	79-3299CA	Calibration Service	399.00	399.00
1 ST	AS-M	Management Support	-344.04	-344.04
1 ST	03.07.30096	TCT flat-trapezoidal tooth saw blade D=300mm W=3.2/2.2mm d=30mm 96T FT/TT	175.68	175.68
1 ST	03.09.10024	Adjustable TCT scoring saw blade D=100mm W=2.8-3.6mm d=20mm 12+12T	168.36	168.36
1 ST	I	HST @ 13%	1,591.33	1,591.33
1 ST	AS-M	Deposit made via credit card	-1,383.23	-1,383.23
		Total amount (CA\$)		12,449.10

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	All prices shown are final prices. No further discounts are applicable!
Payment	10% Deposit, Balance Via Cheque
Shipment	Calibration & Training
Delivery time	A.S.A.P.
Guarantee	See Terms & Conditions

We thank you for your order!

With kind regards,
Felder

Sales and Customer Support

1. Scope.

These terms and conditions of sale (these "Terms") apply to all sales of products (the "Products") by ASW Machinery, Ltd., dba Felder Group Canada ("Felder") to the buyer of the Products ("Buyer") indicated on the attached order confirmation (the "Order"). These Terms (along with the specific terms, if any, of the Order) constitute the complete and entire agreement between the parties relating to the Products, and supersede any and all prior and contemporaneous terms, provisions or conditions, whether oral or written, including negotiations, prior quotations and purchase orders between the parties. These Terms may be modified only by a writing signed and approved by an authorized representative of Felder. Felder's failure to object to any term or condition contained in any communication from Buyer (including in any purchase order) shall not be deemed a waiver or modification of these Terms. These Terms shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not expressly made a part hereof.

2. Orders.

Subject to Section 1, a contract between Felder and Buyer shall be formed only upon Felder's written acceptance of Buyer's order or Delivery of Products to Buyer pursuant to Buyer's written purchase order. If Felder accepts by Delivery, then the acceptance shall only be for the quantity shipped.

3. Title and Delivery

3.1 Title and Risk of Loss. Delivery is F.O.B. Felder's point of shipment ("Delivery"). Notwithstanding the risk of loss passing to Buyer, Felder shall retain title to the Products until Felder has received full payment for the Products on Delivery. In the event governing law requires a change in title, then Felder hereby reserves and Buyer hereby grants to Felder a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays Felder the purchase price in full. Upon Felder's request, Buyer shall execute any financing statements, continuation statements or other documents as may be necessary to protect Felder's security interest.

3.2 Delivery and Storage. Any scheduled Delivery date quoted is approximate and not the essence of the contract. If Buyer fails to claim the Products within thirty (30) days of Delivery, Felder may elect to store the Products. Such storage shall be at Buyer's risk and expense. Felder may charge Buyer a \$400 initial storage fee and an additional storage fee of \$90 per machine, per week. Storage fees will be deducted from Buyer's deposit until such deposit is depleted, after which time Felder may, at its sole option, continue to store the Products at Buyer's expense or sell the Products to mitigate Felder's damages.

3.3 Delay in Delivery. Should Delivery of all or any part of the Products (or any other obligation of Felder) be delayed by events beyond Felder's reasonable control, Felder's time for performance shall be extended by the period of the delay. Felder may at Felder's option upon fifteen (15) days notice to Buyer cancel the Order, in whole or in part, without liability. In such event Buyer shall remain liable for all Deliveries already made.

4. Pricing.

Felder reserves the right to increase prices for any unshipped Products if the cost to Felder for supplies, raw materials, labor or services, increase as a result of governmental action or any other cause beyond Felder's reasonable control. The prices quoted on Order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto. Such charges, when applicable, will appear as separate items on the invoice unless Felder receives a certified tax exemption from Buyer prior to Delivery. Buyer agrees to indemnify, defend and hold Felder harmless from any loss or expense arising out of or related to Felder's reliance on any tax exemption provided by Buyer.

5. Payment.

Payment in full (less any deposits previously made) shall be due and payable prior to Delivery. Felder may require full or partial payment in advance of Delivery of the Products. Felder reserves the right to charge a late fee on late payments at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable by law, together with Felder's costs of collections including, without limitation, attorneys' fees.

Deposits are non-refundable. A service fee will be charged on any orders cancelled after 10 business days from the date this offer was written. The service fee is equivalent to 20% of the entire order. All costs associated with service work (installation, commissioning, etc.) will not be refunded once the work has been scheduled. Shipping costs will not be refunded once machinery has left Felder warehouse. Any returns / cancellations after machinery has shipped are subject to a 15% restocking fee. Return shipping costs are the sole responsibility of the customer. Shipping costs are subject to change at any time.

A separate offer for shipping and/or commissioning costs can be provided upon request, and this additional offer will need to be authorized by the customer and returned to Felder prior to shipping. Paying the remaining balance of your order is only possible by wire transfer or via check.

6. Acceptance.

Use of the Products by Buyer, or the failure by Buyer to reject the Products in writing within five (5) days following Delivery of such Products shall constitute acceptance by Buyer. Buyer may only reject the Products if the Products do not conform to the mutually agreed upon specifications therefor or if no such specifications exist, then the specifications then generally provided by Felder to the public regarding the Products.

7. Felder's Limited Warranty and Limitation of Liabilities.

7.1 Limited Warranty. Felder warrants that each machine branded with Felder, under normal use and conditions, will comply in all material respects with Felder's applicable written technical documentation for such Product for a period of twelve (12) months with respect to all electrical parts, thirty-six (36) months with respect to mechanical parts and one (1) month with respect to labor. Felder shall have the right to make substitutions and modifications from time to time in the specifications of the Products.

Felder warrants that each machine branded with Format-4, under normal use and conditions, will comply in all material respects with Felder's applicable written technical documentation for such Product for a period of twelve (12) months with respect to all electrical parts, twelve (12) months with respect to mechanical parts and one (1) month with respect to labor. Felder shall have the right to make substitutions and modifications from time to time in the specifications of the Products.

Felder warrants that each machine branded with Hammer brand product, under normal use and conditions, will comply in all material respects with Felder's applicable written technical documentation for such Product for a period of twelve (12) months with respect to all electrical parts, twelve (12) months with respect to mechanical parts.

Felder warrants a 6 years (or max. 10,800 operating hours) guarantee for the tilting segment "Easy Glide" branded with Felder / Format 4.

Felder warrants a 10 years (or max. 18,000 operating hours) guarantee on the sliding table control system "X Roll" for sliding tables branded with Felder / Format 4, with the exception of roll cages and scrapers.

Any adjustments are not subject to Felder's warranty once checked, confirmed and signed off by the customer. Return trip that need to be done because customer is not ready with materials, lighting, power, air and dust extraction will be charged a full return trip. We also need the undivided attention of the person being trained, until the Felder service technician is happy with the level of understanding. If not, the warranty of the machine will be affected. Normal user assembly, alignment, adjustment, tuning and machine settings are not covered by warranty. It is the responsibility of the user to understand basic woodworking machinery settings and procedures and to properly maintain the equipment in accordance with the standards provided in the operating manual. Installation and calibration service can be offered as an option, please discuss with your representative.

7.2 Limitations. Expecting only Felder's limited warranty set forth in section 7.1, Felder specifically disclaims any and all express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, of merchantability and against infringement. The express warranty in section 7.1 above shall extend to buyer only and not to any third party. No person is authorized to make any warranty or representation on behalf of Felder concerning the performance of the products other than the limited warranty expressly set forth in section 7.1.

7.3 Liability. With respect to any claims asserting breach of the limited warranty set forth in Section 7.1, Felder's exclusive liability and Buyer's sole remedy, is at Felder's option, to replace or repair the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied: (i) Felder is promptly notified in writing by Buyer upon discovery of any such breach, and (ii) such failures did not arise as a result of misuse, abuse, improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by anyone other than Felder. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Felder shall in no event be responsible for any labor or other costs incurred by Buyer incident to the replacement of any defective Product.

7.4 Notwithstanding any other provision of these terms or the order, Felder shall not be liable for indirect, special, incidental, consequential or special damages of any nature including without any limitation loss of profit, promotional or manufacturing expenses, overhead, data, injury to reputation or loss to customers, arising out of or in connection with the purchase, sale, use, performance or failure of the products, whether such liability arises under contract, tort (including negligence), strict product liability or otherwise, even if Felder has been advised of the possibility of such damages or if such damage could have been reasonably foreseen. In no event will Felder's liability to buyer arising out of or relating to the products or these terms exceed the amount of the purchase price paid to Felder by buyer for the product that gives rise to the claim.

8. Default.

If Buyer (i) becomes insolvent, bankrupt, (ii) makes an assignment for the benefit of its creditors, (iii) is otherwise unable to meet Buyer's obligations as they come due or (iv) breaches Buyer's obligations under these Terms, Felder may cease performance hereunder and avail itself of all legal and equitable remedies Felder may have against Buyer. If, despite default by Buyer, Felder elects to continue to make Deliveries, Felder's action shall not constitute a waiver of any default by Buyer or in any way affect Felder's legal remedies of any such default.

9. Advice/Training/Service.

Buyer acknowledges that no installation, training or education is contracted for or purchased hereunder. If Felder offers or gives technical advice or performs any installation or training in connection with the use of any of the Products, such advice or training will be provided only as an accommodation to Buyer and Felder shall have no responsibilities or liabilities whatsoever for the content or use of such advice.

10. Miscellaneous.

10.1 Notices. All notices, authorizations, and requests shall be deemed effective upon receipt and shall be addressed as set forth on the Order or to such other address as the party to receive the notice or request so designates by written notice to the other.

10.2 Law; Venue. These Terms shall be governed by the laws of the State of Ontario without reference to that state's choice of law provisions. The Ontario state courts shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. Notwithstanding the foregoing, Felder may take interim action in any jurisdiction, or to enforce a judgment or other decision.

10.3 No Waiver; Assignment. The failure by Felder to enforce any of the provisions of these Terms, to exercise any election or option provided herein, or to require the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions. Any such waivers must be in writing. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect and the offending provision shall be modified, if possible, to give effect to such provision. Buyer shall not assign the Order or any interest in or any rights hereunder without the prior written consent of Felder. All unauthorized attempted assignments shall be null and void.

10.4 Excused Performance. Nonperformance of either party, except for financial obligations, shall be excused to the extent that performance is delayed or rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason beyond the reasonable control and not caused by the negligence of the non-performing party.

10.5 Headings/Interpretation. Headings herein are for reference purposes only and in no way define, limit or describe the contents of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation."