



Call Log Number: 1038093.0

February 09, 2016

D M H INC
 3802 24th Ave
 Forest Grove, OR 97116-2207

Attn: Erik Karn

Dear Mr Karn

We are pleased to provide the following quote for spare parts.

Part #	Description	UOI	Qty	Unit Price	Extended Price
36-200-41349	PAD,GRAPHITE FOR ORBITAL SANDING LAMELLA TONGUE Mfg# 2000000041349 IN STOCK	EA	3	\$1,093.45	\$3,280.35
				Total:	3,280.35

Prices are good for 30 days. All parts are shipped FOB Grand Rapids, MI. Terms are as attached. If you have any questions, please feel free to call.

Best regards,

Jim Plunkett
 Customer Service Associate
 Stiles Machinery
 800-727-8780 ext. 1252
 Fax 616-698-0196
 www.stilesmachinery.com

Terms and Conditions

STILES MACHINERY (hereinafter called "Seller") agrees to sell the parts herein on the following terms and conditions of sale. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing. The terms and conditions as set forth herein, or as modified by written agreement shall constitute the entire agreement between Seller and Buyer. A failure by either party to enforce any rights under this contract shall not be deemed to constitute a waiver of those or any other rights under this contract.

1. ORDERS

Orders are subject to acceptance at the home office of the Seller.

2. PRICES AND PAYMENTS

All prices are in accordance with the established price schedule of the Seller and are subject to change without notice. All sales will be invoiced at the prices prevailing on day of shipment. All prices are F.O.B. shipping point. Quotations automatically expire thirty (30) days from the date issued and are subject to termination by written notice within that period.

The Seller reserves the right to change the terms of payment or to require a deposit or full payment prior to shipment, if, in the Seller's opinion, the Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the contract.

Unless otherwise agreed to in writing, orders with a value of \$15,000.00 or more are subject to a down payment of one-half (1/2) of order value at time of order placement.

3. LIABILITY

The Buyer shall remain primarily liable for the purchase price and the Seller shall not be obligated to accept any term of condition of payment which will shift said liability to a third person who is not a party to the contract of sale, whether or not such third person is the United States Government, or its agents.

4. SHIPPING DATE

Seller shall not be liable in any way for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers, or subcontractors, which prevents or interferes with the Seller making delivery on the date specified, including but not limited to war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, accidents, floods, droughts and any other contingency affecting the Seller, its suppliers, or subcontractors; and the Seller shall have the right to cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event the Buyer changes shipping instructions, then any additional shipping charges shall be paid by the Buyer as a part of the purchase price.

5. SHIPPING AND PACKAGING

All material is carefully packed for shipment and Seller will not be responsible for loss, delay or breakage after having received "in good order" receipts from the transportation company. All claims for damage loss, delay and breakage should be made to carriers. Seller will render Buyer all possible assistance in securing satisfactory adjustment of such claims. In the absence of shipping directions, goods will be shipped by the method and carrier Seller believes dependable.

6. CANCELLATION

Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for loss caused by such cancellation or changes. Canceled orders that have been shipped will be treated as "Returns for Credit" (article 8).

7. NONCONFORMING GOODS

Any rejection of nonconforming goods must be made within seven (7) days of receiving and Buyer must give written notice to Seller within that period. Such notice shall contain a brief basis for the alleged nonconformity.

Upon receipt of such notification, the Seller will immediately arrange to receive back the goods, and upon confirmation of the nonconformity, Seller will ship conforming goods to the Buyer.

8. RETURNS FOR CREDIT

No returns for credit will be accepted unless Seller's permission has been obtained in each case in advance. Only stocked, non-special ordered parts will be accepted for credit.

Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to salable condition. Obsolete or specially manufactured goods can be accepted for return credit only to the extent of value to Seller in each case. No credit will be issued to other than the original purchaser. There is a 20% restock charged for all returns.

9. COMPLIANCE WITH LAWS

Seller has complied with all applicable Federal, State and Local laws and regulations in connection with the manufacture and sale of all equipment. No responsibility or liability will be taken for import duties, laws, regulations or taxes imposed by any foreign country.

10. ERRORS

All clerical errors are subject to corrections.

11. APPLICABLE LAWS

The Contract of Sale and the respective rights and obligations of the Buyer and Seller with regard thereto shall be governed by and construed according to the laws of the State of Michigan.

12. NOTICE

For the purpose of any notice required to be given by this Agreement or by any application of law, the Seller represents its principal place of business to be 3965 44th Street SE, Grand Rapids, Michigan 49512.