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proposal

PREPARED FOR:

M & M RECREATION
3500 S US HIGHWAY 287
CORSIANA, TX 75109-8932

ATTENTION:

MIKE NALLY
MNALLY@EASTPOINTSPORTS.COM
720-235-8799

PROPOSAL:

EE-10724

PROPOSAL DATE:

NOVEMBER 5, 2021

SALES

JEFF FISHBURN
JFISHBURN@STILESMACHINERY.COM
616-970-1630

EQUIPMENT:

SOUTHWORTH SCISSOR LIFTS

Southworth LS2-36 Scissor Lift 27" x 96" Top

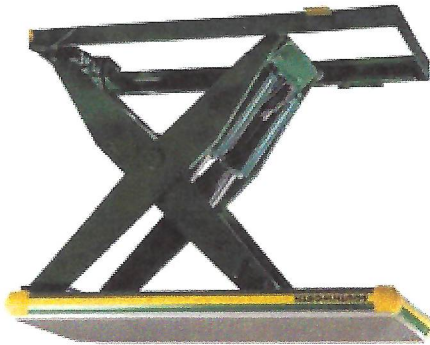


Image for reference only

Specifications

General Details

- Equipment Type: Surface Mount Scissor Lift
- Model: LS2-36
- Duty Rating: Standard Cycle Package
- Load Type: Uniform Load (Materials Only)
- Rated Capacity: 2,000 lbs
- Low Height: 6.75"
- Vertical Travel: 36"
- Raised Height: 42.75"
- Ship Weight (approximation): 1,010 lbs. per machine

Power Supply

- Primary Voltage: 115/1/60
- Control Voltage: 115/1/60

Platform

- Dimensions: 27" x 96"
- Surface Type: Smooth plate
- Side Style: Straight
- Roller Retainers: Standard roll retainers included
- Special Application: Sheet Handling Platform
- Bellows Skirting: Not included

Base Frame

- Dimensions: 24" x 48"
- Roller Style: Standard Rollers
- Lag Plates: End Mounted Lags with Hole
- Lifting Eyes: Not included
- Maintenance Device: Standard – Flip Over Style Chocks

Power Unit

- Power Unit Type: Standard intermittent duty motor
- Mount Location: Internally mounted
- Motor Size: 1.0 hp
- Power Cord: 10 foot standard power cord hardwired to equipment (usable length may vary)
- Actuation: One (1) single-acting low-pressure cylinder: power up/gravity down
- Fluid Type: Standard hydraulic oil
- Rise Time: 22 seconds
- Lowering Speed: Adjustable with pressure compensated flow control

Controls

- Control Voltage: 115/1/60
- Control Type: Standard controls with momentary contact
- NEMA Rating: NEMA 1
- Control Panel: Mounted and wired
- Controller Type: NEMA 1 Footswitch
- Controller Wiring: Wired to equipment
- Controller cord: Includes 10' of straight cord

Finish

- Finish Type: Machinery enamel finish
- Base and Leg Color: Southworth Green
- Platform Color: Southworth Beige
- Labels: English Labels (installed)

One (1) 2.5 meters/ea. Single-Wide (600 mm) Conveyor, Type Q70

- Roller Width: 23 5/8"
- Roller Diameter: 2.75"
- Center Distance Between Rollers: 7 7/8"
- Conveyor sections are supplied complete with all hardware and brackets required to assemble conveyor.
- Each section includes necessary fixed or tilting end stops with hardware.
- Does not include engineering or mounting hardware for light.

Price

Total price of one (1) LS2-36 27" x 96"
Price excludes freight, installation, and all state and local taxes.
Price excludes engineering and mounting of conveyor.

Delivery

Shipment from the factory is approximately 5 to 6 weeks upon receipt of official order with down payment and clarification of all technical details.

Terms of Payment

30%	with order
60%	prior to ship
10%	30 days after delivery

Terms & Conditions

All equipment listed is offered subject to our Standard Terms and Conditions of Sale, a copy of which is attached. Terms of payment offered herewith, or any terms agreed upon, are subject to proper credit approval. Due to fluctuations in currency exchange rates and freight costs, all prices are subject to confirmation or revision at time of order. Price of additional equipment, if any, valid only when installed at the factory during construction of the machine, and/or shipped with original machine. Technical description and data are subject to change or modifications without notice. Stiles Machinery is not responsible for differences between product literature and our formal written proposal. Our offers are contingent upon strikes, accidents to machinery by carriers, or any other cause beyond our control. Unless specifically stated otherwise within the terms of this proposal, Stiles has no responsibility for staging, alignment or any other preparation of parts, panels or other materials fed into or otherwise introduced into the equipment covered by this proposal or for any unloading, stacking, routing, storing or any other disposition of parts, panels or other materials exiting such equipment. This offer is valid for thirty (30) days.

STANDARD TERMS AND CONDITIONS OF SALE

- 1. Acceptance**

This agreement by Seller is subject to assent by the customer ("Buyer"), to all terms herein to which Buyer has previously objected (if any), or which materially alter any terms proposed by Buyer (if any) covering the subject matter of this agreement. Buyer's acceptance of any part of the goods sold hereunder, any payment by Buyer for such goods, or any other form of acceptance by Buyer, shall constitute Buyer's acceptance of all terms and conditions herein. Descriptions, specifications, information and other data concerning Seller's products contained in Seller's catalogs, circulars, advertisements, price lists, or similar promotional materials or representations or statements thereof made by Seller's representatives or sales agents are the Seller's estimates and approximations only, and shall not be binding except as and to the extent expressly agreed to by Seller. Seller objects to any terms and conditions proposed by Buyer which vary the terms hereof. Buyer acknowledges that these terms and conditions shall continue to be binding on Buyer regardless of any type of financing utilized by Buyer and/or any assignment of this agreement by Buyer. Buyer may only assign this agreement with Seller's written consent. Unless specifically provided otherwise within the terms of this agreement, seller has no responsibility for staging, alignment or any other preparation of parts, panels or other material fed into or otherwise introduced into the equipment covered by this agreement, or for any unloading, stacking, routing, storing or other disposition of parts, panels or other materials exiting such equipment.
- 2. Price Adjustment**

Prices are based upon material, production, and manufacturing costs as of the date hereof and upon duty, surcharge, tariff and similar import or export charges and currency exchange rates in effect on the date hereof. Should there be changes adverse to Seller in such prices, charges or rates occur, the Seller reserves the right to adjust prices accordingly. Seller's quotations are not binding upon Seller unless expressly stated as such in writing.
- 3. Delivery, Shipment, Security Interest, Risk of Loss, and Claims**

Delivery of goods covered hereby shall be F.O.B. at the port of entry nearest Buyer unless otherwise specified by Seller. Seller may, at its option, ship all of the goods covered herewith at one time or in portions from time to time. Seller will attempt to ship goods for delivery on or about the times stated on the face hereof, although time shall not be of the essence in this contract. In the absence of instructions from Buyer, Seller shall have absolute discretion as to mode and routing of shipment. Until Buyer has paid in full for all products sold, Buyer grants to Seller a security interest in all such products and to the proceeds thereof. Buyer
- 3. Delivery, Shipment, Security Interest, Risk of Loss, and Claims**

Delivery of goods covered hereby shall be F.O.B. at the port of entry nearest Buyer unless otherwise specified by Seller. Seller may, at its option, ship all of the goods covered herewith at one time or in portions from time to time. Seller will attempt to ship goods for delivery on or about the times stated on the face hereof, although time shall not be of the essence in this contract. In the absence of instructions from Buyer, Seller shall have absolute discretion as to mode and routing of shipment. Until Buyer has paid in full for all products sold, Buyer grants to Seller a security interest in all such products and to the proceeds thereof. Buyer
- 4. Force Majeure**

Seller shall have no liability for any non-performance or delay in performance caused by circumstances beyond Seller's control, including, but not limited to, acts of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation, or failure of Seller's suppliers to furnish the goods.
- 5. Taxes**

Buyer shall pay all privilege, occupation, personal property, sales, excise, use and other taxes applicable to the sale, purchase, storage, erection, use or ownership of the goods covered hereby, regardless of whether such taxes are invoiced by Seller.
- 6. Installation, Setting Up and Starting Goods**

Unless otherwise agreed, prices do not include product erection or installation which shall be Buyer's responsibility and expense. Buyer may obtain erection or installation service and assistance from the Seller pursuant to a separately negotiated agreement, provided however, that nothing in this agreement shall obligate Seller to enter into any such agreement with Buyer except upon terms and conditions acceptable to Seller. The limited warranty as provided for in paragraph 9 shall apply only to products erected or installed by Seller or under Seller's supervision, or by some person or organization expressly approved and authorized in writing by Seller to perform such erection or installation. In the event any product is not thus erected or installed, this limited warranty shall terminate immediately upon erection or installation or expiration of Buyer's 10-day inspection period as provided for in paragraph 11. The average cost of meals for Internal Revenue reporting is .19% of the cost of the goods. Seller accepts no responsibility for material and equipment or for the acts of persons furnished by Buyer.
- 7. Payment Terms**

Unless otherwise agreed, the net amount for products purchased shall be due and payable by Buyer immediately upon receipt of Seller's invoice. Invoices not paid within thirty (30) days after

Terms & Conditions (continued)

the date of Seller's invoice will be subject to carrying charges. Carrying charges shall accrue in the amount of one and one half percent (1 1/2%) per month (18% per annum) on any overdue unpaid balance. Seller's invoice shall constitute an "evidence of indebtedness" as that term is related to the recovery of attorney's fees. Buyer shall reimburse Seller for the costs of collection, including reasonable attorney's fees of any overdue amount owed by Buyer to Seller and such collection costs shall be added to Buyer's indebtedness subject to the aforementioned carrying charges. If, in Seller's opinion, Buyer's financial condition at any time does not justify continuance of the production or shipment on the terms of payment herein specified, Seller may require full or partial payment in advance. All payments shall not be deemed to have been made until so received by Seller. Buyer shall have no right and waives any right to set off, offset or recoup any debts or liabilities of Seller to Buyer against amounts deposited with Seller or due Seller for the purchase of goods covered hereby.

8. No Liability to Third Persons

Seller shall in no way be liable to Buyer for any claim or action by any third person arising out of or alleged to arise out of the delivery of goods covered hereby or out of the presence of Seller's employees on Buyer's premises in connection with this agreement, or out of the use, by Buyer or third persons, of the goods covered hereby. "Third persons" shall include, without limitation, employees of both Buyer and Seller as well as all third persons not connected with Buyer or Seller.

9. Remedies of Buyer and Limitation of Warranties

Seller warrants that the goods sold hereunder shall be free from defects in materials and manufacture at the time of delivery to Buyer. Seller may, at its option, repair or replace any defect, or pay the reasonable cost thereof, for any such defects notice of which is given to Seller within thirty (30) days after discovery of such defect by Buyer, but not later than one (1) year after delivery of the goods to Buyer, except that notices for defects relating to motors, bearings, switches, controllers, relays, electronic components, air controls or air switches must be received within one hundred eighty (180) days of delivery of goods to Buyer. Seller shall have no obligation to remedy any defect except upon delivery of the defective part or parts to Seller at Seller's office in Grand Rapids, Michigan. The repair, replacement, or payment in the manner described above shall be the exclusive remedy of Buyer for breach of Seller's warranty. Seller disclaims all other warranties whatsoever, express or implied, including all warranties of merchantability and fitness for a particular purpose. In no event shall Seller be liable for any consequential, incidental, special or indirect damages whatsoever (including without limitation personal injury, property damage, lost profits or other economic injury) even if Seller has been advised of the possibility of such damages. Buyer shall have no right of rejection or revocation of acceptance against Seller for any part or all of the goods covered hereby. Normal wear, tear and deterioration during use, including but not limited to such items as light bulbs, belts, synthetic material and fuses, shall not constitute a defect in material or manufacture under this limited warranty. The one (1) year limited warranty is based on Buyer's business consisting of a single shift eight hour per day operation. In no event is Seller liable for any damages or loss attributable to, inadequate or improper maintenance or unauthorized alteration. The foregoing warranty of Seller shall not limit Buyer's recourse against a manufacturer of goods sold hereunder for any warranty extended by such manufacturer. The warranty of any manufacturer or other third party shall not be deemed to be the warranty of Seller.

10. Compliance with Laws

Unless otherwise expressly agreed in writing signed by Seller and Buyer, Seller shall not be liable to Buyer for, and Buyer agrees to indemnify and defend and hold Seller harmless from, any liability arising or alleged to arise out of, any failure of the goods covered hereby to conform to any federal, state, or local law, order, regulation, or standard. The equipment is wired according to UL standards and may not conform to local codes in your area. If local

11. Statute of Limitations, Claims

No suit may be brought by Buyer for any breach by Seller or any other claim arising out of this contract after two (2) years from the date of delivery of the goods covered hereby. Within ten (10) business days after receipt by Buyer of products sold, Buyer must give written notice to Seller of any claim based upon the condition, quantity, or grade of the products sold or any claimed nonconformity with Buyer's specifications, which notice must indicate the basis of Buyer's claim in detail. The failure of Buyer to comply with this paragraph 11 shall constitute irrevocable acceptance of the products sold to Buyer and bind Buyer to pay to Seller the full price of the goods or equipment.

12. Waiver of Claims or Defenses Against Secured Parties

Waiver of Claims or Defenses Against Secured Parties Buyer agrees that it will not assert against any party having a security interest in any contract between Buyer and Seller, or in the inventory or accounts of Seller, or against any other assignee of any such contract, accounts, or inventory, any claim or defense which Buyer may have against Seller.

13. Safety Devices

In operating the products, Buyer shall use and require its employees and agents to use all safety devices and guards on the products and will employ safe operating procedures. Buyer shall not remove or modify any such devices, guards or warning signs. Should Buyer fail to observe such safety precautions, Buyer will indemnify and save Seller harmless from any risk, liability, or obligation to persons injured directly or indirectly in connection with the operation of the products. Buyer assumes full responsibility for damages to the products as a result of the use of the construction and operation of the products. Buyer further assumes full responsibility for training and to warn and protect all operating personnel and keep others away from any and all dangers in connection with the operation of the products. If any additional safety devices or guards are specified by Buyer, or by local laws/regulations, these safety devices or guards must be identified by Buyer and Seller will then provide a quotation.

14. Cancellation

An order once placed with and accepted by Seller can be cancelled by Buyer only with the written consent of Seller and upon the terms that will indemnify Seller against any loss.

15. Governing Law, Venue, Service of Process

This contract shall be deemed to have been made in the State of Michigan, and any action arising out of it shall be governed by the law of the State of Michigan. Any action arising out of this contract may be brought only in a state or federal court sitting in the County of Kent, State of Michigan. Buyer consents that such actions shall have personal jurisdiction over Buyer with respect to any such action.

16. Reservation of Rights

No failure of Seller to insist upon or compel compliance by Buyer with any of the terms, provisions, or conditions hereof shall be construed as a waiver by Seller of its right to insist upon compliance therewith in the future.

17. Complete Agreement; Modification

The provisions hereof are intended as a complete and exclusive statement of the terms of the agreement between Seller and Buyer. This agreement may not be modified, rescinded, or cancelled, and no waiver by Seller of any claim or right hereunder shall be effective, except by writing signed by an officer of Seller.