



Action Machinery International, Inc.
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 Strengthening American Manufacturing
 www.action-machinery.com

Proposal for Used ATS MX-12.102 Bar Feeder



Specifications:

Min/Max Bar Diameter (inches)	0.5” – 4”
Max Bar Length (inches)	72”
Max Stroke (inches)	80”
Approx. Changeover Time	Up to 2 min. + spindle liner change
Materials Trap Capacity	QTY 25 (1” diameter bars)
Weight Net/Gross lbs.	850/1260
Reloading Driven by	Electric Motor
Feeding Driven by	400W Servo Motor
Feeding Method	Feed to Turret, Serve Feed, Sub-Spindle Pull
Year of Manufacture	2013

*Feeding tolerance: Servo =/±0.004” subject to bar condition and workholding. Feeding to turret & sub-spindle pull governed by lathe accuracy (+/±0.0005” typical)

Benefits

- Runs lathes unattended through breaks, evenings, and weekends
- Eliminates operator pacing and allows each to run multiple machines
- Frees skilled staff for tasks of higher value than part loading
- Provides simple, quick-changeover, low-cost automation

Features

- Quick & easy setup wizard on 7" touch screen control
- 250 job storage for fast easy setups
- Easy mechanical adjustment at setup for bar diameter
- 100% Electrical Operation (low maintenance)
- X-Axis slide retraction for easy lathe spindle filler tube change
- Soft reload process eliminates shock, vibration, and noise

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Investment for Used ATS MX-12.102 Bar Feeder FOB Denver,call for pricing

Delivery: Available Immediately, subject to prior sale

Terms: Payment due in full prior to shipping.

Warranty: 30 days right to repair or return at seller's discretion

Buyer accepts sole responsibility for confirming compatibility with lathe and any integration requirements.

If you have any questions regarding this proposal, please do not hesitate to call. Thank you for giving Action Machinery the opportunity to quote. We look forward to being of service to you and your company.

Sincerely,
Action Machinery

Randy Breitenbach
(303) 868-1474



Action Machinery International, Inc.
TERMS AND CONDITIONS OF QUOTATION AND SALE

All proposals, quotations and orders for products sold by Action Machinery International, Inc., or for the rendering of services by Action Machinery, are subject to the following terms and conditions.

DEFINITIONS: The term "Action Machinery" as used herein shall mean Action Machinery International, Inc. The term "Product" and/or "Products" as used herein shall mean one or more of the basic Machine, its equipment, accessories, parts and optional items as are purchased under the "Agreement" as hereinafter defined. The term "Agreement" means these terms and conditions and those expressly referenced herein and (a) any Action Machinery proposal, bid or similar document setting forth the prices of any Products and (b) any Action Machinery Sales Order Confirmation, Acknowledgment or Installation Form provided by Action Machinery and relating to the Products, and (c) any document evidencing or relating to the purchase of any Product. The term "BUYER" means the person or company purchasing as indicated on the front hereof or otherwise on the Agreement.

SHIPMENT: Shipping dates are approximate and not guaranteed. Action Machinery shall not be responsible for delays in delivery due to unforeseen causes. Unless otherwise specified in writing by Action Machinery, all deliveries are F.O.B. point of shipment. All freight and insurance charges are the responsibility of the Buyer. Products will travel totally at Buyer's risk, and the Buyer hereby assumes all risks of loss, injury or destruction occurring after the time of shipment of the Products to Buyer by Action Machinery or the manufacturer. No such loss, injury or destruction shall operate in any manner to release the Buyer from the obligation to pay for the shipped Products. In the event of damage or loss in transit, Action Machinery will, if feasible, assist Buyer in asserting Buyer's claim against the carrier or insurer.

TAXES: Liability for all taxes and import or export duties imposed by any city, state, federal or other governmental authority shall be assumed and paid by the Buyer. Buyer further agrees to indemnify Action Machinery against any and all liabilities for such taxes or duties and legal fees or costs incurred by Action Machinery in connection therewith.

INTEREST CHARGE: Buyer shall pay interest charges at the rate of one and on half percent (1-1/2%) per month, on any unpaid portion of the purchase beginning on the day after expiration of the payment terms stated on this Sales Order Confirmation.

LIMITED WARRANTIES: ANY NEW PRODUCTS SOLD BY ACTION MACHINERY HEREUNDER IS SOLD WITH THE MANUFACTURER'S WARRANTY AS QUOTED. REPAIR, ALTERATION OR MODIFICATION OF ANY KIND TO NEW PRODUCTS WITHOUT ACTION MACHINERY'S PREVIOUS AND SPECIFIC APPROVAL IN WRITING, OR WITHOUT BEING PERFORMED BY ACTION MACHINERY'S PERSONNEL, ABSOLUTELY AND IRREVOCABLY VOIDS THIS LIMITED WARRANTY. ACTION MACHINERY NEITHER MAKES NOR ASSUMES ANY LIABILITY FOR SUCH NEW PRODUCTS WHETHER CONTRACTUAL, STATUTORY, BY OPERATION OF LAW OR OTHERWISE. ANY USED PRODUCTS SOLD BY ACTION MACHINERY HEREUNDER WITH A RETURN PRIVILEGE MAY BE RETURNED BY BUYER WITHIN THIRTY DAYS FROM SHIPMENT, FREIGHT PRE-PAID, FOR A REFUND OF THE PURCHASE PRICE IF PROVEN MECHANICALLY UNSATISFACTORY, BUT SUCH PRODUCTS MAY BE REPAIRED AT ACTION MACHINERY'S SOLE OPTION. ANY USED PRODUCT WHICH HAS BEEN PURCHASED BY ACTION MACHINERY FROM THIRD PARTIES TO FILL BUYER'S ORDER SHALL ONLY HAVE THE WARRANTY GIVEN BY THE THIRD PARTY SELLER. ACTION MACHINERY NEITHER MAKES NOR ASSUMES ANY LIABILITY FOR SUCH PRODUCTS WHETHER CONTRACTUAL, STATUTORY, BY OPERATION OF LAW OR OTHERWISE. ANY MACHINES WHICH ARE SOLD "AS IS" OR "AS INSPECTED" CARRY NO WARRANTY WHATSOEVER. THE WARRANTIES DISCLAIMED HEREUNDER INCLUDE, BUT ARE NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACTION MACHINERY DOES NOT WARRANT THAT THE PRODUCTS WILL NOT INFRINGE ANY PATENT, TRADEMARK, OR OTHER RIGHTS OF A THIRD PARTY, OR THAT SUCH PRODUCT CONFORMS WITH ANY PLANS OR SPECIFICATIONS OF BUYER OR OTHERS, OR MEETS ANY REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS OR ORDINANCES, PERTAINING TO SAFETY OR INSURANCE REQUIREMENTS. NO SALESMAN OR OTHER REPRESENTATIVE OF ACTION MACHINERY HAS AUTHORITY TO MAKE ANY WARRANTIES. THE DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING DULY SIGNED BY AN OFFICER OF ACTION MACHINERY. IT IS THE BUYER'S RESPONSIBILITY TO INSPECT THE PRODUCTS AND TO ASCERTAIN IF THE SPECIFICATIONS, DESCRIPTIONS AND CONDITIONS OF THE PRODUCTS CONFORM TO BUYER'S REQUIREMENTS.

CANCELLATION: Buyer's oral or written purchase order shall not be subject to cancellation by Buyer before or after acceptance by Action Machinery except with Action Machinery's written consent, and then only upon terms and conditions that will fully indemnify Action Machinery against any and all losses resulting losses.

INDEMNIFICATION: Buyer agrees to indemnify and hold harmless Action Machinery and its vendors of and from any and all claims or liabilities asserted against Action Machinery or its vendors in connection with the manufacture, sale, delivery, repossession, resale, repair or use of the Products arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or customers to fulfill its obligations under this contract, timely pay the full purchase price or to follow instructions, warnings, or recommendations furnished by Action Machinery or its vendors in connection with such product by reason of the failure of Buyers, its agents, servants, employees, or customers to comply with all applicable federal state and local laws applicable to such equipment including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyers, its agents, servants, employees or customers. Compliance with applicable electric code, provision of the proper power supply and related controls, proper operation and proper maintenance of the Products are the responsibility of the Buyer. Action Machinery will not be responsible for, and Buyer will indemnify and exonerate Action Machinery from expenses of defense and any and all claims and judgments for non-compliance with the applicable electric code, non-operation or faulty operation of the Products and personal injury, loss or damages, whether direct or consequential, in any degree resulting from, or contributed to by, inadequate or deficient or excessive or inappropriate electrical power supply for the operation of the Products, wherever located, inadequate or incorrect instruction of operating personnel in the use of the Products and improper or incompetent operation thereof including overloading, abuse thereof, improper or inadequate maintenance thereof, use of the Machine for purposes or on materials for which it is not intended according to its specifications or to generally accepted trade standards, or alteration or modification of any kind to such Machine unless previously and specifically approved in writing by Action Machinery

SAFETY EQUIPMENT AND REGULATIONS: Buyer agrees that upon receipt of the Products, it will be Buyer's duty to inspect all Products on a continuing basis, provide proper safety devices and equipment or means necessary to safeguard the operator from any harm from any particular use, operation or set up of Products and to adequately safeguard each Machine to meet all governmental and industry safety standards that may be imposed from time to time, including, but not limited to the 1970 Occupational Safety and Health Act, as amended.

INSTALLATION: Buyer is responsible for rigging Products and connecting required utilities (electric, air, gases, etc.). Action Machinery will provide labor to install Products, if included in Agreement. Installation must be performed during service labor warranty timeframe stated in Agreement unless otherwise agreed to in writing by Action Machinery. Additional installation charges may apply if Products are not in condition to install upon commencement of work due to improper storage or lack of preparation including but not limited to cleaning, removal of shipping materials, placement of Product, etc.

LIMITATIONS OF REMEDIES: NO CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH SUCH DAMAGES ARE CLAIMED. FAILURE TO GIVE NOTICE OF CLAIM WITHIN NINETY (90) DAYS FROM THE DATE OF DELIVERY OR THE DATE FIXED FOR DELIVERY (IN THE EVENT OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER AND ANY RIGHT TO CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXCLUDED.

AUTHORITY TO ACTION MACHINERY FROM BUYER: Buyer hereby grants a security interest to Action Machinery in Buyer's purchases of Products from the date that Buyer enters into the Contract for buying such Products until Buyer shall have made payment in full for such Products, and hereby authorizes and empowers Action Machinery to record a Financing Statement "UCC-1" with the appropriate authority naming Buyer as the Debtor and Action Machinery as the Secured Party. Buyer hereby authorizes Action Machinery to execute Buyer's name to any and all documents evidencing the security interest. This authority is a power coupled with an interest and is not revocable.

ENTIRE AGREEMENT AND INTERPRETATION: This agreement constitutes the entire agreement of sale and purchase of the Products. No modifications of this agreement shall be binding upon the Action Machinery unless in writing and signed by Action Machinery and no modification shall be effected by Action Machinery's acknowledgment or acceptance of Buyer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. Action Machinery's failure to object to such provisions shall not be deemed a waiver or modification of any of the terms and conditions set forth herein. Both parties have had an opportunity to draft provisions in this agreement, neither party has more responsibility than the other for any uncertainty in this agreement and no principle of contract interpretation favoring the non-drafting party shall be applied in interpreting this agreement. All terms and conditions shall be construed and enforced in accordance with the laws of the state of Colorado. The venue for all disputes relating to this agreement shall be in the State of Colorado, County of Arapahoe.

Customer signature _____ Date: _____