

Proposal for Used 2018 Omax 80X-1 Water Jet Machining Center with 50 HP EnduroMax pump



Specifications for Omax 80X-1

Cutting X-axis travel	20'-0"
Cutting Y-axis travel	6'-8"
X-axis table size	21'-8"
Y-axis table size	7'-5"
Linear axis accuracy.....	+/-0.001"
Linear axis repeatability.....	+/-0.001"
Pump.....	50 HP Endurmax
Operating pressure.....	55,000 PSI
Abrasive hopper capacity	600 lbs
Hours.....	Under 1900
Year of manufacture.....	2018

Features:

- A-Jet – Allows for programmable bevel cutting and countersinks
- Variable Solids Removal System – Aids in removal of garnet from tank
- Pull to open valve – Reduces delamination and/or cracking when piercing certain materials
- Water recycling system with 60,000 BTU (5 ton) chiller and laminar filter – Full closed loop system, does not require drain or fresh water source for cooling. (Tank water will required “top off” due to evaporation, etc)

Controller and Software:

OMAX Intelli-MAX Software Suite makes it easy to create precision parts faster and at a lower cost. It speeds up cutting, increases precision, and lowers operating cost by automatically optimizing the tool path better than any other abrasive system.

OMAX Intelli-MAX Software Suite includes Layout, a full-featured CAD package; Make, the state-of-the art controller software with various utilities for the advanced user.



*****Note – Omax requires a one-time Software licensing and registration fee of for all machines. It is the responsibility of the buyer to pay the registration fee to Omax Corporation.*****

Features:



50 HP Direct Drive Omax EnduroMax Pump



Solids removal system



Chiller



Water filtration system



Tilt-A-Jet

Investment, FOB loaded on truck, Englewood, CO Call for Pricing
Terms: Cash prior to shipment
Warranty: 30 day right to repair or return at seller's discretion
Delivery: In stock, subject to prior sale
Installation quoted upon request
Does not include Omax one-time registration fee for software support.

Thank you for your interest in the 2018 Omax 80X-1 water jet cutting system that we are offering. If you have any questions or need additional information please do not hesitate to contact us.

Sincerely,
Action Machinery

Randy Breitenbach

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.

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INTEREST CHARGE: Buyer shall pay interest charges at the rate of one and one 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.

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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.