



MILLER
WELDMASTER®

The First Choice Globally

T300
EXTREME **EDGE**

April 14, 2015

Presented To: **McDonald Outdoor Advertising**
6128 Scotts Craig Cove, Memphis, TN
38135
Ph: (901) 491-6308



Quote # 11997.0

4220 Alabama Ave. SW
Navarre OH 44662 USA
Ph: 330-833-6739
Fx: 330-232-9292
www.weldmaster.com



<u>Qty</u>	<u>Description</u>	<u>Comment</u>
1.00	Training and Installation: * Includes training on machine operations, user training on your applications, accessory training, and daily maintenance procedures. * Please refer to the Pre-Site survey for important information regarding logistics, power & air specifications and requirements prior to the arrival of an installing engineer(s).	
1.00	International and Domestic Friendly Shipping Crate	

<u>Qty</u>	<u>Description</u>	<u>Comment</u>
1.00	<p>T300 Extreme Edge will be equipped with:</p> <ul style="list-style-type: none"> - .889M Throat Capacity - Heavy Duty Solid Steel Construction - Inline Air Filter and Regulator - Locking and Unlocking Caster Wheels for portable or permanent installation - Lockable Quad Fan Cooled Electrical Cabinet - Built in Accessory and Guide Storage Compartment - Easy Access Emergency Stop Button - Start and Stop Delay Timing for Continuous Seams - Dual Foot Pedal for Welding and Weld Roller Control - Foot Pedal Override Function for Simple Fabric Handling - Independently Controlled Upper and Lower Weld Rollers for Fabric Wrinkle Reduction - Weld Roller Auto Reverse Function for Airtight Welds - Dual Stepper Motors and Drives for Precise Weld Speed - Fabric Puller for Easy Fabric Handling - Pneumatically Adjustable Weld Roller Pressure Control - Adjustable Guide Bracket for Multiple Weld Types <p>Miller Weldmaster Seam Screen</p> <ul style="list-style-type: none"> - Easy Touch Screen Controls - 25 Recipe Storage Settings for Easy Fabric Setting Recall - Actual and Set Temperature Control - Master Speed Control - Individual Motor Control - Fabric Puller Motor Control - Multiple Language Selections - Heat System Swing Control - Hour Meter for Maintenance Tracking <p>Universal Welding Arm</p> <ul style="list-style-type: none"> - Two Position Curve and Closing Arm - Stationary Position Table Arm for Straight and Long Seaming Capability <p>Hot Wedge Swing Heat System</p> <ul style="list-style-type: none"> - Three Individually Controlled Wedge Alignment Adjustments - Pneumatically Operated Dual Action Slide for Consistent Heat Placement - Dual 85 Durometer Silicone Weld Rollers - Aluminum Alloy Machined Hot Wedge - Four Closed Loop Controlled Heating Elements - Wedge Inserted Thermocouple for Consistent Welds - Floating Wedge Position for Different Fabric Thickness <p>Banner and Sign Configuration</p> <ul style="list-style-type: none"> - Single Size Hemming for all Four Banner Sides - Pole Pocket Configured for Pole Insertion - Single Size Hemming for Hem and Rope <p>Power Requirements: 230 volts 25 amp or 400 volts 15 amp 120 PSI at 5 CFM</p>	<p>1inch seam width</p> <p>4 layflat pocket</p>

<u>Qty</u>	<u>Description</u>	<u>Comment</u>
1.00	Webbing Guide with Panel Edge	
1.00	*Universal Adjustable webbing dispenser w/ mounting post .5" to 2" tape	

Miller Weldmaster T300 Edge Extreme Summary

Machine:	\$22,823.00
Options:	\$0.00
Accessories:	\$590.00
Spare Parts:	\$0.00
Requirements:	\$350.00
Equipment Total:	\$23,763.00
<u>Taxes:</u>	
Equipment Total	\$23,763.00
Shipping Total:	
Shipping Comments:	
Training and Install	\$1,950.00
Total Price:	\$25,713.00

Lead Time: 3 Weeks

Payment Terms: 50/50

Payment Term Comments: 50% deposit to place in production balance due before shipping
Comments:

*Machine Sales will abide by the terms and conditions to be provided.

*Customer is responsible for all shipping charges.

*All pricing is listed in USD.

**Thank you for considering Miller Weldmaster for your heat-sealing needs.
Please visit our website at www.weldmaster.com**

Taxes: Local, State or Federal Sales taxes are not included. Miller Weldmaster is franchised in Ohio, Michigan, and California. We must collect sales tax for these three states, unless you can provide a Certificate of Exemption. On all other sales it will be your responsibility to pay the use tax if applicable. Prices on the specified equipment or parts are exclusive of all city, state and federal excise taxes including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, value added tax, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the customer. Out-of-state customers receiving products or services must pay state and local taxes where applicable.

Duties: Duties and Custom Clearance Fees are not included, and are the responsibility of the customer. The customer shall secure and pay for permits and governmental fees, tariffs, duties, licenses and inspections necessary for proper execution and completion of the work by Miller Weldmaster.

Transportation: Transportation of equipment and freight insurance costs are not included unless otherwise noted on the quotation. Delivery of the product shall be F.O.B. shipping point at Miller Weldmaster's designated facility unless otherwise set forth herein, and customer shall be responsible for goods lost, damaged or delayed in transit, as well as all delivery and transit costs and expenses. Failure of risk of damage or loss for whatever reason shall be upon customer, and customer assumes any and all liabilities, expenses and obligations regarding transportation, insurance, or any damage or loss to the products in transit. Miller Weldmaster will use reasonable efforts to deliver within stated delivery dates, but Miller Weldmaster makes no representation or guarantee that such delivery dates will be satisfied. Miller Weldmaster shall not be responsible for any failure or delay in performance of any of its obligations, including, but not limited to delivery within stated delivery dates.

Packaging: Equipment prepared for shipment will be crated properly. A crating charge will be listed on the equipment quotation.

Accessories: Unless otherwise specified, accessories and attachments such as weld rollers, fabric guides, nozzles and fabric folders are additional options.

Spare Parts: Unless otherwise specified, spare parts are additional options.

Manual: A basic operation and maintenance manual will be supplied with the machine, if applicable.

Pre Installation Document: A pre installation document will be sent out for every machine placed in production. The last two pages of this document must be filled out and faxed to 330-830-4557 or emailed back to customerservice@weldmaster.com before installation and training will be set up. If you have not received a copy of this document, please call us at 330-833-6739.

Installation and Operator Training: Installation of equipment and training of operators may be necessary with the purchase of the equipment. Installation and training, when necessary, will be listed on the quotation. The customer is responsible for the removal of crates from the container, un-crating and disposal of all crating materials. If at the time installation is supposed to occur your country is listed under United States State Department Travel Warning, we may, at Miller Weldmaster's sole discretion, delay your installation until the Travel Warning for your country has been lifted. We use website: http://travel.state.gov/travel_warnings.html as our source of information. If we decide to delay your installation, we will train your technician at our facility at no additional charge. Any services performed by Miller Weldmaster which are not included in the quotation will be billed to customer at Miller Weldmaster's regular hourly rate for such service. Miller Weldmaster shall also be entitled to a full reimbursement for reasonable meals, lodging, travel, or other expenses related to the performance of such services by Miller Weldmaster not set forth in the quotation.

Electrical and Air Connections: Due to local state regulations, the connection of the electrical and air to the machine is the responsibility of the customer. If any additional electrical work needs to be done to meet city, state, country or union guidelines, Miller Weldmaster will attempt to accommodate your request. However there may be an additional charge.

Radio Frequency Interference: Due to the potential problems stray RF interference can cause equipment malfunctions, the customer is responsible for shielding the Miller Weldmaster equipment from RF interference.

Test Material: Miller Weldmaster understands the associated cost with testing material and fully intends to use as minimal of test material as possible. However, additional testing material may be required over and above the original estimates. In order to test the machine, the customer should deliver a sufficient quantity of material to Miller Weldmaster two weeks prior to the planned testing date of equipment. The customer should expect to use a reasonable amount of fabric for testing and setting up of the machine during installation and training. Miller Weldmaster will not be responsible for the cost of materials used during testing, debug, or training on this system at Miller Weldmaster or at the customer's site.

Storage Fees: In the event the Customer has not taken delivery of the Equipment on or before the date thirty (30) days after the scheduled delivery date, then in such event, Miller Weldmaster shall have the right to charge its then current storage rates for the storage of the Equipment until shipment of the Equipment to Customer.

Relationship of Parties. Miller Weldmaster and customer are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party the authority to assume or create any obligation on behalf or in the name of the other.

Limited Warranty: The equipment is covered for 12 months after date of installation against manufacturing or parts defects if any and 12 months after installation on labor; however, in order for the warranty to be valid, the customer must provide written notice or email us at service@weldmaster.com of a warranty claim to Miller Weldmaster on or before the applicable 12 month expiration date. The customer is responsible for travel costs during the warranty. The customer pays for shipping of components under warranty period. The heating elements, heater relay, thermocouple, glue tips, glue lines, needles, loppers, and cutting blades are not covered by the warranty. Breakage or failure due to misuse, improper installation or use, unauthorized service, positioning of equipment, use of supplies, materials or component parts not manufactured or authorized in writing by Miller Weldmaster, failure to follow Miller Weldmaster operating or other manuals, or non-maintenance is not warranted and will automatically result in the limited warranty on the equipment being void. Defective parts replaced under warranty must be returned free of all charges to Miller Weldmaster Corporation. Miller Weldmaster is not responsible for virus and Trojan infections of PC. The warranty does not cover additional re-training, operating adjustments or basic aligning or adjustments of equipment assemblies or components. There are no warranties which extend beyond the description set forth herein. Furthermore, customer acknowledges that Miller Weldmaster makes no warranties, representations or guarantees with respect to the performance of its seam vision equipment in terms of its accuracy in identifying defects or errors at any specific rate or level of performance. The seam vision equipment will assist customer in its inspection for seam integrity, and is not to be relied upon to detect all defects or errors. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY MILLER WELDMASTER IN CONNECTION WITH THE PRODUCT OR SERVICES. No employee, distributor, or representative is authorized to change this limited warranty in any way or grant any other warranty on behalf of Miller Weldmaster.

Positioning of Equipment: The customer is responsible for positioning the equipment in the location where it will be used prior to the arrival of the installing engineer(s).

Remedies on Default: In consideration of Miller Weldmaster's extension of credit and agreement to receive installment payments, customer hereby grants Miller Weldmaster a purchase money security interest in the equipment purchased from Miller Weldmaster. Upon the occurrence of a default by customer, including nonpayment of any amount due, Miller Weldmaster shall have all rights and remedies of a secured party with respect to the equipment. Furthermore, customer agrees that Miller Weldmaster shall have the right to shut down the PLC Program upon default, including nonpayment. Miller Weldmaster's exercise of such rights shall be in addition to any and all other available remedies. Customer hereby waives and releases any claims that it may have against Miller Weldmaster for taking such action including, without limitation, any claims for losses, expenses, or damages incurred by Customer related to the equipment, or Customer's production, business or otherwise.

Limitation of Liability. IN NO EVENT SHALL MILLER WELDMASTER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS, EVEN IF MILLER WELDMASTER IS ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE LIABILITY OF MILLER WELDMASTER, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE SHALL NOT EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED ABOVE, AND ANY AND ALL DAMAGES IMPOSED UPON MILLER WELDMASTER UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT CUSTOMER HAS PAID TO MILLER WELDMASTER FOR THE PRODUCT AND SERVICES HEREUNDER. FURTHERMORE, IN THE EVENT THAT ANY PRODUCT SHALL BE MANUFACTURED AND/OR SOLD BY MILLER WELDMASTER TO MEET CUSTOMER'S PARTICULAR SPECIFICATIONS OR REQUIREMENTS, MILLER WELDMASTER SHALL NOT BE LIABLE FOR ANY FAILURE TO MEET PARTICULAR SPECIFICATIONS OR REQUIREMENTS, OR ANY CLAIM FOR INFRINGEMENT OF ANY PATENT, ARISING FROM THE CUSTOMER'S PARTICULAR SPECIFICATIONS OR REQUIREMENTS FOR THE PRODUCT. THE REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES.

Indemnification. Customer shall indemnify, defend and hold Miller Weldmaster, its officers, employees, directors, representatives, agents, successors and assigns harmless against any and all losses, claims, damages, judgments, liabilities, or expenses, including, without limitation, reasonable attorney fees and expenses, incurred by Miller Weldmaster as a result of or arising out of (1) customer's breach of this agreement; (2) the transportation, installation by customer, improper storage, unauthorized service, positioning of equipment, use of component parts not manufactured by Miller Weldmaster, alteration or repair of the products or services sold to customer in a manner inconsistent with its design; (3) any claim by an third party against Miller Weldmaster for any errors, omissions, defects, or any and all claims regarding the manufacture and operation of the product and services sold to customer; (4) actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright by reason of the design, manufacture, construction or use of the product or services being sold hereunder, including infringement arising from compliance with the specifications set forth in this Agreement, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from customer's action; (5) any act or omission of customer or its agents, employees, representatives or subcontractors. Customer shall promptly notify Miller Weldmaster of any suit filed against it on account of any such indemnification obligation hereunder.

Assignment: The agreement, nor any term herein may be assigned by purchaser without the express written consent of Miller Weldmaster.

Confidentiality. The customer acknowledges that it may obtain certain confidential or proprietary information of Miller Weldmaster ("Confidential Information"), including, without limitation, designs, data, ideas, drawings, specifications, trade secrets, formula, technical experience, financial data, financial information, and other valuable, confidential and proprietary information, which may be disclosed to customer or for which customer may have access. During the term of this Agreement and at all times thereafter, customer agrees not to disclose to any person, firm, or entity any Confidential Information, except to those of its employees who have a need to know and only to the extent the employee has signed an agreement of confidentiality restricting any disclosure of such Confidential Information. Customer agrees to promptly and fully disclose to Miller Weldmaster all ideas, inventions, discoveries, enhancements, improvements, creations, designs, materials, works of authorship, trademarks, and other technology and rights and any related improvements or modifications thereof, whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property (collectively "Innovations"), relating to any activities or any of the Confidential Information of Miller Weldmaster and its affiliates, conceived or developed in whole or in part by the customer, or its employees, agents, representatives, successors, or assigns, at any time prior to, on, or after the execution date of this Agreement. Any such Innovations shall be the sole property of Miller Weldmaster, and the customer shall acquire no rights whatsoever in such Innovations. The customer hereby agrees that if customer breaches this section, Miller Weldmaster shall incur irreparable injury and harm and money damages would be an insufficient remedy, and as such, Miller Weldmaster shall be entitled to seek injunctive relief restraining customer from further breach of this section. Customer agrees that Miller Weldmaster may utilize photographs, drawings, DVDs, and other such duplications of the Equipment being purchased hereunder for its marketing and other similar purposes, provided Miller Weldmaster removes any reference to the name of the Customer in its use of such information. The rights granted to Miller Weldmaster hereunder shall be without restriction or interference from Customer, and shall be deemed to be a royalty-free license of such items to Miller Weldmaster.

Force Majeure. Neither party shall be responsible for any acts or omissions of the other party, nor for events beyond its reasonable control (hereinafter referred to as "Force Majeure"), including but not limited to Acts of God, changes of laws or regulations or other acts of government, labor disputes, strikes, riots, mobs, fires, floods, wars, embargoes, travel warnings or advisories, terrorist activities, impossibility to obtain necessary material, labor, machinery, transportation, provided the party which has reason to believe that, due to the Force Majeure it will not be able to perform according to this Agreement, shall give to the other party written notice setting forth the cause and expected time of the delay or impossibility to perform.

Governing Law: This agreement and any disputes relating thereto shall be construed according to the law of the State of Ohio. Miller Weldmaster Corporation's policy is one of continual product improvement and we reserve the right to alter design and/or specifications without notice. Design, technical and pricing details of Miller Weldmaster equipment remain the sole property of Miller Weldmaster. Transfer to unauthorized users is not permitted without the written consent of Miller Weldmaster Corporation. In the event that any legal proceeding is commenced or arises out of the provisions of this Agreement after application of the arbitration described above, said legal action shall be commenced and filed in Stark County, Ohio, or the U.S. federal courts with jurisdiction over Stark County, Ohio. Customer hereby knowingly and irrevocably waives any objection on the grounds that improper jurisdiction or venue to an action in the State of Ohio, and agrees that effective service of process may be made upon customer by mail at the last known address of the customer.

Cancellation: The parties agree that if, after acceptance of order, purchaser cancels this contract and Miller Weldmaster has commenced construction of the equipment contemplated herein, an amount of the down payment may be retained by Miller Weldmaster dependent on the percentage of completion, the degree of non-ordinary design, and to reasonably compensate Miller Weldmaster for its loss from such cancellation. In the event that customer fails to pay an amount properly invoiced to customer, fails to pay any other amount due under any agreement with Miller Weldmaster, or otherwise breaches any obligation or covenant contained in this Agreement or in any other agreement with Miller Weldmaster, Miller Weldmaster may, in its discretion, in addition to other remedies to which Miller Weldmaster may be entitled without affecting an election of remedies, cancel or terminate this Agreement upon notice to customer, or suspend performance by Miller Weldmaster under this Agreement until customer pays for such charges or amounts.

Acceptance: Customer has read and understands these terms and conditions and agrees that by entering into this agreement customer has accepted any and all terms and conditions contained herein. Any additional or contradictory terms or conditions contained in the bid package, brochure, manual, pamphlet, acknowledgment, invoice, purchase order, change or other communication, oral or written, heretofore or hereafter furnished by customer is hereby objected to by Miller Weldmaster, and shall be of no force or effect. No course or dealing between customer and Miller Weldmaster, no customer usage in the trade, shall be relevant to supplement or explain any additional or inconsistent manner, any term or condition of this Agreement.

Validity: The quotation is valid for 30 days from quotation date.

Disclaimer. Customer acknowledges that the specifications have been prepared between the customer and Miller Weldmaster, and Miller Weldmaster makes no guarantees or promises with respect to the specifications hereunder. Miller Weldmaster shall not be responsible for any damage or injury resulting to or caused by its product or services by reason of installation by customer, improper storage, unauthorized service, positioning of equipment, alteration of the product or services, use of component parts not manufactured by Miller Weldmaster, neglect or abuse or the use of the product in a manner inconsistent with its design. Miller Weldmaster shall not be liable for any delays or losses caused by Miller Weldmaster's error, unless such delays and losses are caused by willful misconduct of Miller Weldmaster. The customer acknowledges and agrees that if the customer identifies specific applications for the use of Miller Weldmaster's products or services, Miller Weldmaster shall not be responsible for any deviations from the applications or nondisclosure of customer of any additional information, including, but not limited to customer's failure to properly install or operate the products. If design and specifications are specified by the customer, the parties agree that customer is exclusively responsible for design and specification plans. Miller Weldmaster shall not be responsible for the correctness or adequacy of any design details, plans, or material not furnished by Miller Weldmaster. The parties further agree that Miller Weldmaster shall not be responsible for any products which have been modified or integrated with other products not designed or selected by Miller Weldmaster.

Entire Agreement: The within agreement constitutes the entire agreement between the parties hereto and may not be amended or modified other than in writing, signed by each of the said parties.

*Due to Miller Weldmaster's continual improvement your machine may not exactly resemble the photos listed in the quote.

Quote #	<u>11997.0</u>
Total Amount: \$	<u>\$25,713</u>
Signed	_____
Date	<u>04/20/15</u>
Title	<u>Vice President</u>
Print Name	<u>Darin McDonald</u>
Company	<u>McDonald Outdoor Advertising</u>
Billing Address	<u>6128 Scottscraig Cove, Bartlett, TN 38135</u>
Shipping Address	<u>2478 Casino Strip Resorts Blvd, Robinsonville, MS 38664</u>
Phone	<u>901-491-6308</u>
Fax	<u>662-357-0082</u>
E-Mail Address	<u>darin@mcdonaldoutdoor.com</u>
	Representative of Miller Weldmaster
Signed	_____
Rep Print Name:	_____
Date:	_____