



# EVERETT INDUSTRIES

## SEVER IT / WITH EVERETT

March 12, 2020

Q201020-R5

**Nathan Jones**

Consolidated Precision Products  
1621 Euclid Ave, Ste 1850  
Cleveland, OH 44115

Dear Mr. Jones:

Based on our recent discussions and visits, we are pleased to present the following revised quote for a manual, 16" wheel, 20 HP (15kw) dry, post-cast, production cut-off saw. Various saw and material handling options are set forth below.

### EVERETT SAFERCUT™ INDUSTRIAL DUTY PRODUCTION SAW



*Figure 1 SaferCut 16" Shown with Standard Cabinet and Operator Station*

Severit With Everett 16" (400mm) diameter wheel, 20HP (15kW), dry saw wired for 440V/3/60hz power equipped with:

- Manual wheel down feed for maintaining the operator "feel" during cutting cycles
- Special "reach-through" front guarding to provide incrementally more protection to your skilled and trained operator than current cut-off practices (Swing door with slots for arms)
- Lighted full enclosure guarding
- Guarding arrangement to allow for crane assisted part loading
- Interlocked protective guarding (Note that the operator's arms and hands will still be present in the cutting zone so fixtures, training and personal protective equipment will be required)
- Wheel zero speed detect, e-stop, and other safety circuitry based on a complete risk assessment

---

Everett Industries, LLC • 3601 Larchmont Ave. NE • Warren, OH 44483

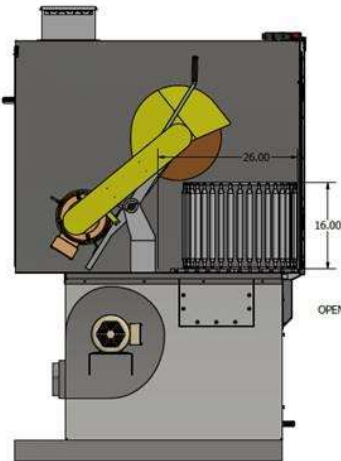
P: 330.372.3700 • F: 330.372.3118

info@everettindustries.com • www.everettindustries.com

**Health, Safety, and System Protection:** This is a production saw designed to reduce the high residual risk nature of this operation. While the proposed guarding still permits the operator's hands and arms to be in the enclosed cutting chamber, the front "reach-through" guarding provides improved protection for the operator's body and face/head versus a traditional, open-front tree cut-off saw. Compared to an open front saw, this saw provides more physical protection to the operator and better contains smoke and debris. When the blade is stopped, the interlocked door allows for easy wheel change and clean up. A safety interlock prevents operation of the saw if the wheel guarding is not secured in place.

**Everett 16" SaferCut Post-Cast Cut-off Modifications..... Included**

- Provide single-panel, swing-open front door with reach-through slots to allow a highly skilled and trained operator to insert their hands and arms into the work zone and manipulate the work piece while pulling the saw arm into the cut.
- Modify cabinet top to provide overhead crane access to work fixturing area for loading/unloading of parts and fixtures when door is open.
- Provide an "Easy-Off" emergency stop knee actuated button to allow the operator to implement an emergency stop without using their hands.
- Saw arm trunnion stand to be mounted on riser to accommodate 16" below a new 16" wheel per the picture below.



**Motor Dynamic Braking (stop in 3 seconds vs 25-30 coast to stop) ..... Included**

Provide a 20HP VFD with dynamic brake to stop the cutting wheel at end of cycle. Provides a Safe Stop One and Safe Torque Off if E-stop is engaged during the cutting cycle. This further reduces residual risk in a safety risk assessment.

Complete First System Investment ..... \$67,840  
 Second Substantially Alike System ..... \$59,500

Optional System Commissioning..... \$1,250/day  
 One technician for 10 hours in greater Cleveland, Ohio facility for startup, commissioning, runoff, operations and maintenance training of customer personnel. Travel and expenses to be billed based on actual.

**Replacement Wheel Quote (10 abrasive wheels included with system):**

Wheel	Diam	Use	10-40	50-90	>100 <sup>(1)</sup>
23020FG	16"	Dry Cut Off PF	\$39.90	\$35.91	\$31.92

All wheels quoted each wheel. Abrasive wheels sold in cartons of 10.

*(1) Lower prices available for blanket orders with scheduled releases over a one-year period*

**PAYMENT, TERMS, & LEADTIME**

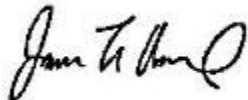
Terms (Incoterms 2020) ..... Free Carrier (FCA), Warren, OH

**Payment:** 30% down payment to confirm order, 60% payment upon written acceptance at Everett and prior to shipping, final 10% upon shipping or upon successful installation and startup at customer site if purchased, net 30.

Machine lead time is currently 6-8 weeks ARO, subject to prior sale.

If you have any questions, please call.

Best Regards,  
 EVERETT INDUSTRIES, LLC



James L. Vosmik  
 President

## EVERETT INDUSTRIES, LLC TERMS AND CONDITIONS OF SALE

This offer firm for ninety (90) days from date of quotation.

**Orders for USA machinery** sold FCA, Warren, Ohio, loaded at Everett Industries, LLC, subject to written acceptance by authorized customer personnel. Shipment by dedicated carrier at buyer's risk, loaded at Everett facility, buyer's responsibility thereafter.

**Orders for non-USA machinery** sold FCA, Warren, Ohio (INCO terms), at Everett Industries, LLC, subject to written acceptance by authorized customer personnel. Containerized shipment at buyer's risk by dedicated carrier to port of buyer's choice, then by ocean carrier to buyer's port of entry.

*All designs and software are and shall remain proprietary to Everett Industries, LLC.*

**CANCELLATION:** Cancellation up to sixty (60) days prior to scheduled shipment billed at Cost plus 20%, later cancellation at full price. Notwithstanding anything in the standard Everett or Customer purchase order or Terms and Conditions to the contrary, if Customer cancels an order for this equipment at any time up to 60 days prior to scheduled acceptance trials at Everett Industries, as Everett's sole recourse and remedy for such cancellation, Customer will pay Everett for its Costs incurred up to the time of such cancellations plus 20%, but in no event in an amount greater than the purchase order amount. As used in the previous sentence, "Costs" shall mean all direct purchases, subcontracting costs, and direct labor and labor burden (at the rate Everett applies in the normal course of business), in each case directly related to Everett's work under the purchase order on the machine(s), and as reasonably documented and delivered to Customer in writing in connection with such cancellation claim. Customer shall have the right to audit all such claimed Costs with Everett's cooperation, and Everett and Customer will agree on the final amount of all Costs covered hereby. The intent of the aforementioned cancellation charges is to cover the costs incurred and the opportunity costs Everett foregoes in accordance herewith. Everett agrees to use its best efforts to mitigate any such costs.

**WARRANTY:** Everett warrants that the product sold will meet contract specifications and will be free from defects in materials and workmanship and will possess the characteristics represented in writing by Everett. Claim for breach of the above warranty must be made within twelve (12) months from date of delivery to original user. Upon satisfactory proof of a claim, Everett will, within reasonable time, make any necessary repairs or additions; or, at Everett's option, replace defective parts free of charge. Everett will not allow any charges for repairs or additions, nor will Everett accept products returned for credit unless such action has been authorized by Everett in writing. This warranty is terminated immediately if product is relocated or modified by customer without the prior written approval of Everett.

**DISCLAIMER OF ADDITIONAL WARRANTIES:** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.

**LIMITATION OF DAMAGES:** Repair or replacement of defective parts is buyer's sole and exclusive remedy for any claim against Everett arising hereunder. IN NO EVENT SHALL EVERETT BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, LOST PROFITS, INCREASED EXPENSES OR ANY COSTS ATTRIBUTABLE TO DELAYS OR NON-DELIVERY, WHETHER BASED ON TORT OR CONTRACT.

## Everett and Donaldson Industrial Air Filtration Product Disclaimer

Donaldson designs, manufactures, and sells industrial air filtration products for a wide variety of applications. Some applications may include processes or materials with inherent fire and explosion hazards. Donaldson is neither an expert nor a certified consultant in fire, spark, or explosion detection, suppression, or control. Donaldson does not provide engineering consulting services related to process or dust hazard analyses, or code and standard compliance. Complying with applicable codes and standards and managing the risks associated with the process or materials remains the responsibility of the process owner/operator. Donaldson may provide referrals to consultants, suppliers of equipment or services related to the detection and/or mitigation of sparks, fires and/or explosions, but Donaldson does not assume responsibility for any such referrals, nor does Donaldson assume any liability for the fitness of a mitigation strategy or product for a particular installation or application. The process owner's final selection of dust collectors and risk mitigation strategies should be based on the outcome of a Dust Hazard / Process Hazard Analysis performed by the process owner. Although early engagement of a dust collector supplier provides helpful insights on the availability and features of various products, process owners should consult with a combustible dust expert and/or a process safety expert before making actual product and mitigation strategy selections.

Everett and Donaldson recommend that all industrial air filtration system designs be reviewed and approved by an expert consultant who is responsible for the integrity of the system design and compliance with applicable codes and standards. It is the process owner's responsibility to understand the risks in their process and mitigate those risks in accordance with all applicable laws, regulations and standards, including those published by the NFPA. Everett and Donaldson also recommend that proper maintenance and housekeeping procedures and work practices be evaluated, developed, and followed to maintain any industrial air filtration products in safe operating condition.

Many factors beyond the control of Everett and Donaldson can affect the use and performance of Donaldson products in a particular application, including the conditions under which the product is used. Since these factors are uniquely within the user's knowledge and control, it is essential the user evaluate the Donaldson products to determine whether the product is fit for the particular purpose and suitable for the user's application. All products, product specifications, and data (airflow, capacity, dimensions, or availability) are subject to change without notice, and may vary by region or country.

***Acceptance and/or approval of quotes and/or proposals and any sale of industrial air filtration products is expressly conditioned on acceptance of this Product Disclaimer.***

## Donaldson Industrial Air Filtration Warranty

Donaldson warrants to the original purchaser only that the Goods will be free from defects in material and manufacture for the applicable time periods stated below: (1) Major structural components for a period of ten (10) years from the date of shipment; (2) Non-Structural, Donaldson-built components and accessories including Donaldson Airlocks, TBI Fans, TRB Fans, Fume Collector products, Donaldson built electrical control components, and Donaldson-built Afterfilter housings for a period of twelve (12) months from date of shipment; and (3) Donaldson-built filter elements for a period of eighteen (18) months from date of shipment.

Buyer is solely responsible for determining if goods fit Buyer's particular purpose and are suitable for Buyer's process and application. Seller's statements, engineering or technical information, and recommendations are provided for the convenience of the Buyer, but the accuracy or completeness thereof is not warranted. If, after Seller receives written notice, within the warranty period, that any goods allegedly do not meet Seller's warranty, and Seller, in its sole discretion, determines that such claim is valid, Seller's sole obligation and Buyer's exclusive remedy for breach of the foregoing warranty or any Seller published warranty, will be, at Seller's option, either: (i) repair or replacement of such goods or (ii) refund to Buyer for the purchase price from Seller. In the case of repair or replacement, Seller will be responsible for the cost of shipping the parts but not for labor to remove, repair, replace or reinstall the allegedly defective goods. Refurbished goods may be used to repair or replace the goods and the warranty on such repaired or replaced goods shall be the balance of the warranty remaining on the goods which were repaired or replaced. Buyer waives any claim to any goods which were replaced or the components therein which were replaced. In no event will Seller be required to accept delivery of any allegedly defective goods returned to it without its prior authorization. Any repair or rework made by anyone other than Seller is not permitted without prior written authorization by Seller, and voids the warranty set forth herein. Seller warrants to Buyer that it shall perform services in accordance with the Sales Documents using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. With respect to any services subject to a claim under the warranty set forth above, Seller shall, in its sole discretion, (i) repair or re-perform the applicable services or (ii) credit or refund the price of such services at the pro rata contract rate and such shall be Seller's sole obligation and the exclusive remedy for breach of the foregoing warranty on services. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the goods. Buyer acknowledges and agrees that: (a) Third Party Products are excluded from Seller's warranty in this Section 8 and carry only the warranty extended by the original manufacturer, and (b) Seller's liability in all cases is limited to goods of Seller's design and manufacture only. **EXCEPT FOR SELLER'S WARRANTY OF TITLE TO THE GOODS, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHATSOEVER, WHETHER, EXPRESSED OR IMPLIED, ORAL, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.** Seller's obligations do not cover defects or losses caused by normal wear and tear or deterioration, defects in or damage to any goods resulting from improper installation, accident or any utilization, maintenance, repair or modification of the goods, or any use that is not consistent with Seller's instructions as to the storage, installation, commissioning or use of the goods or the designed capabilities of the goods or that, in its sole judgment, the performance or reliability thereof is adversely affected thereby, or which is subjected to abuse, mishandling, misuse or neglect or any damage caused by connections, interfacing or use in unforeseen or unintended environments or any other cause not the fault of Seller, and shall be at Buyer's expense. Seller's warranty is contingent upon the accuracy of all information provided by Buyer. Any changes to or inaccuracies in any information or data provided by Buyer voids this warranty. Seller does not warrant that the operation of the goods will be uninterrupted or error-free, that the functions of the goods will meet Buyer's or its customer's requirements or that the goods will operate in combination with other products selected by Buyer or Buyer's customer for its use.

The terms of this warranty may only be modified only by a special warranty document signed by a Director, General Manager or Vice President of Donaldson. To ensure proper operational performance of your equipment, use only genuine Donaldson replacement parts.



Donaldson Company, Inc.  
Industrial Air Filtration  
P.O. Box 1299  
Minneapolis, MN  
55440-1299 U.S.A

Tel 800-365-1331  
donaldsonorit@donaldson.com  
www.donaldsonorit.com