

CITY OF HIGH POINT

AGENDA ITEM



TITLE: MRF Baler Upgrade- Amendment 1 Hazen	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: February 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A – Amendment I Proposal Attachment B – Agreement for Goods Purchase and Installation	

PURPOSE: To request approval of contract amendment #1 to Machinex (original PO 112532) to incorporate additional equipment for operational and safety concerns.

BACKGROUND: The City of High Point opened the Material Recycling Facility in 1991 with the 1972 Mosely Dual Ram Baler. In 2015 the MRF purchased a Marathon Baler for redundancy and direct feed of fiber line. Staff is working on replacing the 1972 Mosely baler and relocating the Marathon Baler for redundancy during equipment breakdowns and maintenance needs. During final design, unforeseen operational concerns came to light regarding the new location; therefore, this change order will eliminate these concerns through the addition of specified equipment.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of the amendment to Machinex in the amount of \$196,820.00, increasing the amount of purchase order 112532 to \$1,496,820.00.



1972 Mosely Baler



Baled Aluminum Cans



PROJECT: City of High Point – Baler redundancy project
CHANGE ORDER : 001
FROM: Machinex
TO: City of High Point

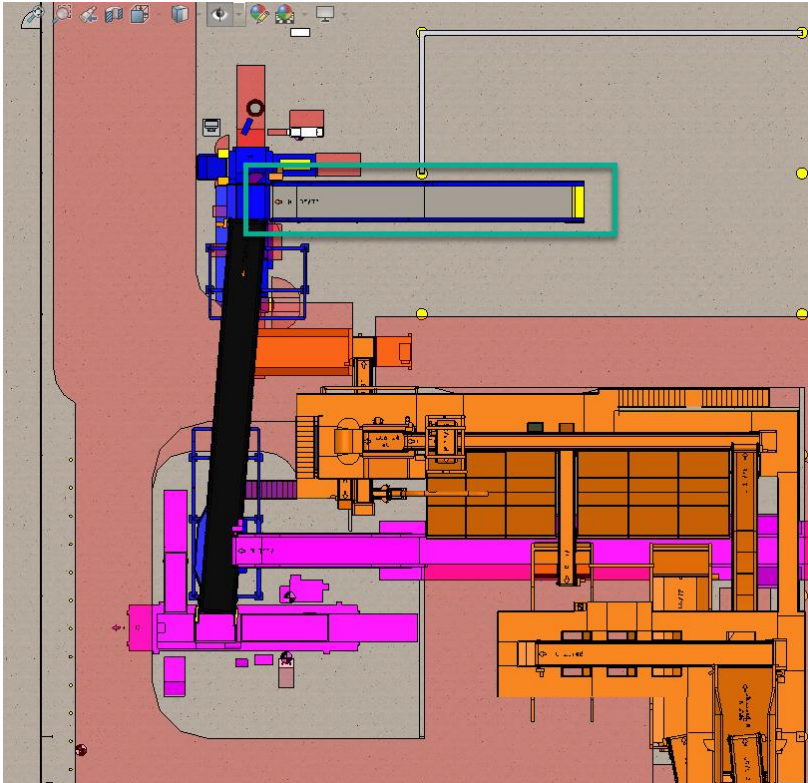
PROJECT NO.: 6278230714
ORDER NO : 54618
DATE : 2024/01/05
REVISION : 0

DESCRIPTION OF CHANGES

1. Direct feed conveyor addition for new 2-rams baler

196,820.00\$

New Roller Chain Conveyor with rubber belt cleated
Including all guards, supports and sidewalls
Including e-stop pull-cord along flat portion of conveyor
Including control panel addition
Including Freight to site
Including Mechanical and Electrical Installation
Including Commissioning and Startup



Total: 196,820.00\$

Original contract value : \$1,200,000.00 USD

Adjusted contract value after Changer order 001 : $\$1,200,000.00 + 196,820.00\$ = 1,396,564.00\$$ USD

MACHINEX TECHNOLOGIES INC

2121, Olivier Street, Plessisville, Québec G6L 3G9 CANADA
Tel. : (819) 362-3281 Fax : (819) 362-2280 | info@machinex.ca | www.machinextechnologies.com

PROJECT: City of High Point – Baler redundancy project
CHANGE ORDER : 001
FROM: Machinex
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PROJECT NO.: 6278230714
ORDER NO : 54618
DATE : 2024/01/05
REVISION : 0

PAYMENT TERMS

Total amount shall be integrated to remaining invoices.

CHANGE TO SCHEDULE

Delivery of new equipment to site remain unchanged, date will be set in November 2024 after the Furniture Market as per request from the City of High Point.

*UNLESS MENTIONED IN THIS CHANGE ORDER, ALL PRECEDING CONTRACTUAL TERMS
AND CONDITIONS STAY THE SAME*

ACCEPTED BY: _____
Machinex
(Authorized Signature)

DATE : _____

ACCEPTED BY: _____
City of High Point
(Authorized Signature)

DATE : _____

AGREEMENT FOR GOODS PURCHASE

THIS AGREEMENT FOR GOODS PURCHASE (“**Agreement**”) is made on July 24, 2023 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and Machinex Technologies, Inc., a(n) Delaware corporation (“**Seller**”). The City and Seller are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, Seller is in the business of selling goods that are of the type and nature of the Goods (as defined below); and

WHEREAS, the City desires to purchase the Goods from Seller, and Seller desires to sell the Goods to the City, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sale of Goods.** Seller shall sell to the City, and the City shall purchase from Seller, the goods and any related services set forth on the proposal/quote attached as **Exhibit A** hereto (such goods and such related services, if any, the “**Goods**,” and such proposal/quote, the “**Quote**”) in the quantities, at the prices, and upon the terms and conditions set forth in this Agreement.

2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Quote or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, the City may terminate this Agreement immediately by providing written notice to Seller, and Seller shall indemnify the City against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.

3. **Quantity.** Seller shall deliver the quantities of the Goods specified in the Quote. If Seller delivers more than the quantity of Goods specified in Quote, the City may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If the City does not reject the Goods and instead accepts the delivery of Goods at the increased quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. **Delivery Location.** All Goods shall be delivered to the address specified in Quote (the “**Delivery Location**”) during the City’s normal business hours or as otherwise instructed by the City.

5. **Shipping Terms.** Delivery shall be made D.D.P. to the Delivery Location. Seller shall give written notice of shipment to the City when the Goods are delivered to a carrier for transportation. Seller shall provide the City all shipping documents, including the commercial

invoice, packing list, bill of lading, and any other documents necessary to release the Goods to the City within one (1) business day after Seller delivers the Goods to the transportation carrier. The Quote Number (as set forth on the Quote) must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to this Agreement.

6. Title and Risk of Loss. Title passes to the City upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location and the City's (or its nominee's) acceptance of the Goods.

7. Packaging. Seller shall properly pack, mark, and ship the Goods as instructed by the City and otherwise in accordance with applicable law and industry standards and shall provide the City with shipment documentation showing the Quote Number, the quantity of Goods in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, the country of origin, and, if applicable to the Goods, current Safety Data Sheets in accordance with all applicable regulations.

8. Inspection and Rejection of Nonconforming Goods. The City has the right to inspect the Goods on or after the Delivery Date. Additionally, the City shall have the right to place an inspector in Seller's facility, which inspector shall be permitted to inspect any Goods (including any materials and components thereof) during the manufacturing process and prior to shipment. The City, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If the City rejects any portion of the Goods, the City has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If the City requires replacement of the Goods, Seller shall, at its expense, as promptly as practicable but, in any event, within ten (10) calendar days, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by the City under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and the City shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. The City shall purchase the Goods from Seller at the prices set forth in Quote, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging costs, transportation costs to the Delivery Location, insurance, customs duties and fees, and applicable taxes. The Parties acknowledge and agree that the City is exempt from federal excise tax, but the City is not exempt from North Carolina's or the City's sales and use taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs, or otherwise, without the prior written consent of the City.

10. Payment Terms. Seller shall issue an invoice to the City within ten (10) calendar days after the completion of delivery of the Goods, in accordance with the terms of the progress payments set forth in Seller's proposal/quote. The City shall pay all properly invoiced amounts

due to Seller within thirty (30) calendar days after the City's receipt of such invoice, except for any amounts disputed by the City in good faith. All payments hereunder must be in United States dollars. In the event of a payment dispute, the City shall deliver a written statement to Seller no later than fifteen (15) calendar days prior to the date payment is due on the disputed invoice, listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute. Any early payment discount period shall commence on the later to occur of (a) the City's receipt of Seller's invoice for the Goods, and (b) the City's receipt of delivery of the Goods.

11. Setoff. Without prejudice to any other right or remedy it may have, the City reserves the right to set off at any time any amount owing to it by Seller against any amount payable by the City to Seller under this Agreement.

12. Warranties. Seller warrants to the City that (i) all Goods will (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by the City; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights; and (ii) the manufacturing, sale and delivery of the Goods pursuant to this Agreement will not violate any applicable local, state, or federal laws, rules, and regulations, including, without limitation, all such laws, rules and regulations prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by the City. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the City's discovery of the noncompliance of the Goods with the foregoing warranties. If the City gives Seller notice of noncompliance with this **Section 12**, Seller shall, at its own cost and expense, as promptly as practicable but, in any event, within ten (10) calendar days, replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to the City.

13. Compliance with Law. Seller shall comply with all applicable local, state, and federal laws, regulations, ordinances, and rules. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Without limiting the generality of the foregoing, Seller represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during its performance under this Agreement, it will continue to comply with these requirements. Seller's breach of its representations, warranties, and/or covenants in this **Section 13** shall be deemed to be a material breach of this Agreement.

14. General Indemnification. Seller shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an “**Indemnitee**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Seller or its employees, agents, and other personnel (collectively, “**Personnel**”); and (b) Seller’s breach of any representation, warranty, or obligation of Seller set forth in this Agreement.

15. Intellectual Property Indemnification. Seller shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Goods or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Seller shall have no obligations under this **Section 15** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Seller; (b) use of any Goods in combination with any materials or equipment not supplied to the City or specified by Seller in writing, if the infringement would have been avoided by the use of the Goods not so combined; or (c) any modifications or changes made to any Goods by or on behalf of any person other than Seller or its Personnel.

16. Insurance. For a period of five (5) years after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers that includes, but is not limited to, (i) commercial general liability (including product liability) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate (the “**CGL Coverage**”); (ii) worker’s compensation with limits no less than the minimum amount required by applicable law; and (iii) commercial automobile liability with limits no less than \$2,000,000, combined single limit (the “**Commercial Auto Coverage**”). Upon the City’s request, Seller shall provide the City with certificates of insurance from Seller’s insurers evidencing the insurance coverages specified in this Agreement. Each certificate of insurance and the underlying policies for the CGL Coverage and the Commercial Auto Coverage shall name the City as an additional insured. All insurance policies required pursuant to this **Section 16** shall: (a) be issued by insurance companies reasonably acceptable to the City; (b) provide that such insurance companies give the City at least thirty (30) calendar days’ prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Seller shall have new insurance policies in place that meet the requirements of this **Section 16**; (c) waive any right of subrogation of the insurers against the City; and (d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory. This **Section 16** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed

under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

17. Termination. In addition to any remedies that may be provided under this Agreement, the City may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part (a “**Termination for Seller’s Breach**”). In the event of a Termination for Seller’s Breach, the City may return, at Seller’s sole cost and expense, all or any portion of the Goods not received and accepted by the City prior to such termination. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the City may terminate this Agreement upon written notice to Seller. If the City terminates this Agreement for any reason, Seller’s sole and exclusive remedy is payment for the Goods received and accepted by the City prior to the termination.

18. Confidential Information. Seller agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Seller may disclose the Confidential Information to its Personnel and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Seller becomes legally compelled to disclose any Confidential Information, Seller shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Seller remains required by law to disclose any Confidential Information, Seller shall disclose no more than that portion of the Confidential Information which, on the advice of Seller’s legal counsel, Seller is legally required to disclose. As used herein, “Confidential Information” means any information that is treated as confidential by the City, including but not limited to all non-public information about the City’s business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information shall not include information that: (a) is already known to Seller without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Seller; (c) is developed by Seller independently of, and without reference to, any Confidential Information of the City; or (d) is received by Seller from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

19. Entire Agreement; Conflicting Provisions. This Agreement, together with the portions of the Quote that are expressly cross-referenced herein and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any data, terms, conditions or similar provisions set forth in the Quote (other than such data, terms, conditions and similar provisions that are expressly contemplated by and cross-referenced in the body of this Agreement) shall not be deemed incorporated into this Agreement and shall be disregarded in their entirety. Any terms and conditions or similar provisions submitted by Seller on any invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) this **Section 20** and **Sections 10, 11, 12, 14, 15, 16** and **21** through **29**, inclusive, of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section 21**):

If to the City:

The City of High Point
Purchasing Department
P.O. Box 230
High Point, NC 27261

If to Seller:

(See Seller's address for notices on the signature page hereof.)

22. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

23. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. The City may at any time insist upon strict compliance with the terms and conditions of this Agreement, notwithstanding any previous custom, practice, or course of dealing to the contrary.

24. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if the City terminates this Agreement in accordance with **Section 17**, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

25. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

26. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

27. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this

Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Relationship of the Parties. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Seller, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Seller joint venturers, partners, or parties to similar relationships with each other.

29. Disclosure. Seller agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing.

30. No Debarment. Seller represents and warrants to the City that Seller is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

31. Representation of Authority. Any individual executing this Agreement on behalf of Seller hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Seller and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

The City:

CITY OF HIGH POINT

Tasha Logan Ford

By: B43E07167B077FC08A53CE3CEFC4C9D3 contractworks

Name: Tasha Logan Ford

Title: City Manager

Preaudit Certificate

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bobby Fitzjohn

BB0A0449DDBEACDE4DF56386107C46DB contractworks

Bobby Fitzjohn, Finance Officer

Seller:

MACHINEX TECHNOLOGIES, INC.

By: Chris Hawn
6D44E164C987C087C4352D4C655439C8 contractworks

Name: Chris Hawn

Title: CEO

Seller's address for notices:

716 Gallimore Dairy Rd.

High Point, NC 27265

Attn.: Rusty Angel

EXHIBIT A

to

AGREEMENT FOR GOODS PURCHASE

Quote

(See attached)

M MACHINEX

Experience Results

50 YEARS
of EXPERIENCE
& RESULTS



SORTING TECHNOLOGIES EXPERT

Proposal #6822027-4

City of High Point

Baler Replacement Project



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1. INTRODUCTION

6/7/2023

Mr. Melanie Bruton
City of High Point
5875 Riverdale Drive
Jamestown, NC
27282

SUBJECT: Baler Replacement Project

We are pleased to submit our Proposal # 6822027-4 for your project featuring Machinex Technologies Inc. equipment.

More than 40 years ago, Machinex Technologies Inc. became the first company in Canada to design machinery for material recycling facilities. The company immediately established itself as a leader in designing profitable quality recycling sorting systems.

Today, Machinex Technologies Inc. is still a world leader in the industry, developing cutting edge sorting, waste management and recycling technology. Over the years, our expert staff have designed and installed turnkey projects in partnership with leading MRF operators in Canada, the United States, Oceania and Northern Europe.

More specifically for this project, Machinex Technologies Inc. has dedicated a tremendous amount of its engineering time and effort to offer the best solution at the best quality/price ratio for the industry and this based on the drawing MR-3183A-2 REV.6. Our technical solution includes numerous significant features which we believe deserve to be highlighted.

We hope that you will find that this proposal meets with your requirements. If you have any comments or questions, whatsoever, please do not hesitate to contact us.

Sincerely,

Machinex Technologies Inc.



Brad Goins
Sales Project Director

Machinex Technologies Inc.



Rusty Angel
Eastern Region Sales Manager

2. PRICING CHART / MRF UPGRADES

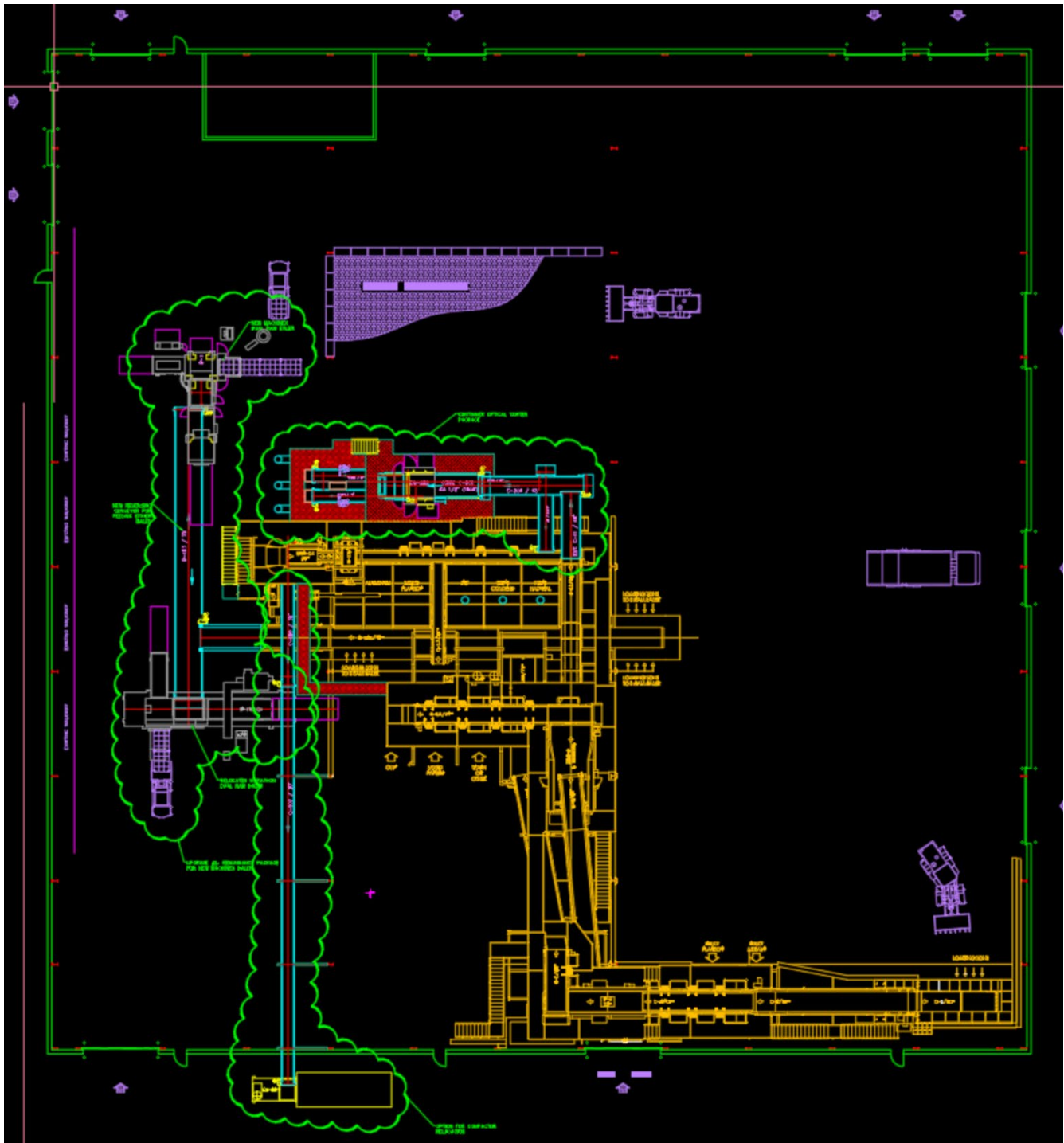
ITEM	PRICE [\$USD]**
2.1 Upgrade #1 – Direct Baler Replacement	INCLUDED
<p>Item description included</p> <ul style="list-style-type: none"> → Machinex Dual Ram Baler Model: MTR-195-TP → Direct Baler Feed Hopper → Freight to Site → Dismantling of existing baler → Mechanical Installation of new Machinex Baler → Electrical Installation from (Baler Control Panel to Baler) → Commissioning & Startup → Hydraulic Oil for Machinex Baler <p>Not Included:</p> <ul style="list-style-type: none"> → Local Taxes & Required Building Permits → Any concrete work or steel plating under baler → Modifications to Infeed Power from Building Switchgear → Any Switchgear modifications → Disposal of existing Mosley Baler 	
2.2 Upgrade #2 - SS Baler Redundancy Package	INCLUDED
<p>Item description including</p> <ul style="list-style-type: none"> → Add Reversing Conveyor (B-103) with option of feeding Machinex Baler or existing Marathon Baler → Modifications to existing (B-101) Baler Reclaim Conveyor → Relocation of Marathon Baler → Additional Controls for new equipment → Second Bunker Management Control Panel for Machinex Baler → Additional Freight to Site → Additional Mechanical & Electrical Installation <p>Not Included:</p> <ul style="list-style-type: none"> → Hydraulic Oil for Marathon Baler. → Commissioning & Startup of Marathon Baler in new location. → Local Taxes & Required Permits. → Any concrete work or steel plating under balers. → Modifications to Infeed Power from Building Switchgear. → Any Switchgear modifications. 	
GRAND TOTAL	\$1,200,000.00

Taxes are not included in any of the given price

Prices are valid for standard Machinex Technologies Inc. colors: Blue RAL5010 and safety yellow RAL1037

3. SYSTEM GUIDE LINES

As requested, Machinex Technologies Inc. has put together this proposal to replace the existing Mosley Dual Ram Baler within the existing recycling facility. The base package will be a stand-alone baler with large hopper for loader direct access feed with an option of added additional conveyors within the existing single stream system so the baler can be used to bale different commodities stored within system bunkers.



SYSTEM FEATURES

- System Integration and controls programming with new Machinex Baler
- Bunker Management System Integration with existing Machinex Control Panel
- Common Parts with other Machinex supplied equipment during MRF upgrade

EQUIPMENT FEATURES

- Baler Hinged Front Door for accessing ejection chamber & main ram easier
- Maintenance Platform for accessing hydraulic unit & drives
- Abrasive resistant Steel Bolt-On Liners for Easy Maintenance
 - Floor
 - Sidewalls
 - Gathering area
 - Compressing area
- Single Plate Frame Construction
- Adjustable Shear Blade
- HMI 15" Touchscreen

4. EQUIPMENT LIST

*****At this stage, the following equipment list should be considered as "preliminary / not for construction". The final information will be presented upon final engineering within our layout approval process. *****

2.1 OPTION (TWO RAM BALER WITH DIRECT FEED)

ITEM #	DESCRIPTION	MODEL	HP	VFD	WIDTH	LENGTH
B-104	DUAL RAM MACHINEX BALER (Pump #1)	MTR-195-TP	75	-	---	---
"	DUAL RAM MACHINEX BALER (Pump #2)	"	75	-	---	---
"	DUAL RAM MACHINEX BALER (Recirculation pump)	"	5	-	---	---
"	DUAL RAM MACHINEX BALER (Fan cooler)	"	3	X	---	---
"	DUAL RAM MACHINEX BALER (Heater #1)	"	4	-	---	---
"	DUAL RAM MACHINEX BALER (Heater #2)	"	4	-	---	---
PLA-3	EXTRA LARGE BALER HOPPER		---	-	---	---

2.2 OPTION (TWO RAM BALER WITH REDUNDANCY PACKAGE)

ITEM #	DESCRIPTION	MODEL	HP	VFD	WIDTH	LENGTH
B-101	EXTENTION TO EXISTING CONVEYOR	Z SHAPE	---	-	---	---
B-102	EXISTING MARATHON DUAL RAM BALER		---	-	---	---
B-103	BALER FEED	SLIDER BED	7.5	X	72"	71' 8"
B-104	DUAL RAM MACHINEX BALER (Pump #1)	MTR-195-TP	75	-	---	---
"	DUAL RAM MACHINEX BALER (Pump #2)	"	75	-	---	---
"	DUAL RAM MACHINEX BALER (Recirculation pump)	"	5	-	---	---
"	DUAL RAM MACHINEX BALER (Fan cooler)	"	3	X	---	---
"	DUAL RAM MACHINEX BALER (Heater #1)	"	4	-	---	---
"	DUAL RAM MACHINEX BALER (Heater #2)	"	4	-	---	---

5. EQUIPMENT DESCRIPTION

5.1 GENERAL DESIGN INFORMATION

Ancillary Features

Unless otherwise specified. These are some general Machinex Technologies Inc. key design features.

UNITS

- 1) Machinex Technologies Inc. equipment specifications are available in both imperial and metric, but this quote is in imperial units

SAFETY GUARDS AND OTHERS

- 2) All safety guards are bolt on type for ease of maintenance.
- 3) Protective guards are provided under an accessible height of 9'-0" [2.75m] on all equipment.
- 4) Roller baskets under conveyor provided at a height of 9'-0" [2.75m] and more in a working and/or walking zone.
- 5) Painted surface preparation includes chemical cleaning or sandblasting, prior to application of primer/paint.

DRIVES AND MOTORS

- 6) A complete list of motor power is available in Equipment List
- 7) Gear reducers and motors are helical in line shaft mount type, sized by application.
- 8) All motors are mounted on reducers and are PREMIUM efficiency type, 1.15 Service factor.

STRUCTURAL SUPPORTS

- 9) All equipment structural supports to be made of square tubing and/or structural steel.
- 10) All legs have boot adjustments. Each boot to be attached using "Wedge anchors" through 2 to 4 holes in each footpad.
- 11) Support bracings to be made of angle iron and/or structural steel.

TRANSFER PANELS

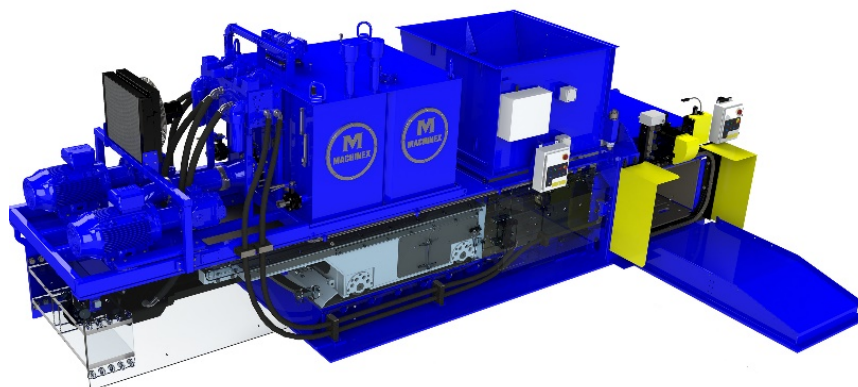
- 12) All transfer panels are made of formed steel plate. Transfer panels to be bolt on type for easy access to head shafts.
- 13) Appropriate adapter skirts or shields, chutes and transfer panels to be provided at all transfer points to ensure that all transitions are sufficiently enclosed to minimize spillage or dust emissions.

5.2 MACHINEX TWO RAM BALER – MTR-195-TP – REGEN

Multi-purpose two-ram baler to maximize density while reducing operating costs.

Features	Description	Additional information
CONSTRUCTION		
Baler frame	Gusseted and braced as required. Side walls are constructed from single plate	Construction for maximum strength and to minimize welded joints in high stress areas.
Floor and Sides Liners Plates	Bolted AR liners and strips Tongues and grooves design	Liners design allows an easy replacement without welding of the liners to the baler frame
Adjustable Main Shear Blade	Progressive "V" blade with 3D shaped teeth	Reduced wear on the floor Reduced demand on hydraulic system
Front Ram Hinged Door	At the end of the compression chamber	Allows main ram replacement without removing any hydraulic component (cylinder, hoses, etc...)
Automatic Wire Tier	Accent or L&P	<i>Optional: Smart Tier excluded unless noted otherwise</i>
Bale Separation Door	Ø5" bore cylinder	Maintains bale density until tying process while eliminating the risk of contamination
OPTIONS		
Power Unit Platform	Included	Easy maintenance access to power unit
BALER DIMENSIONS		
Overall Dimensions with Table (L x W)	27'-0" L x 24'-6" W	9'-11" H. at feed point
Feed Opening	6'-0" L x 4'-9" W	
Shipping Weight	78 000 lbs.	
BALE SPECIFICATIONS		
Size	38" to 48" x 30" x 60"	Adjustable Width
Volume	46.8 ft ³	Approx. based on Width
MAIN CYLINDER		
Compressing Force	195 tons	Energy saving regeneration system
Cylinder Diameter	Ø10" bore	
Ram Face Pressure	232 PSI	
Stroke	120"	14" penetration to the back wall
EJECT CYLINDER		
Compressing Force	105.5 tons	
Cylinder Diameter	Ø8" bore	
Ram Face Pressure	228 PSI	
Stroke	82" (full eject)	

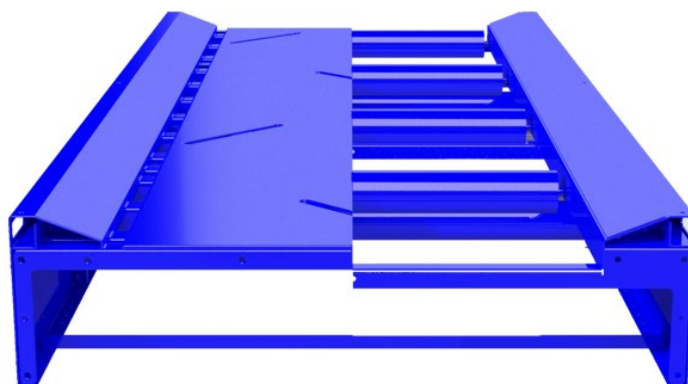
Features	Description	Additional information
POWER AND HYDRAULIC		
Motors	2 x 75 HP (55 kW) Soft Start	Both motors can run independently (redundancy)
Pump	Piston pump	Variable Flow and HP Limiter 230 gal/min
Oil Reservoir	800 gallons capacity On the baler to save footprint	Additional oil will be required after operating cylinders to fill hoses and cylinders.
Operation Pressure	5 000 PSI	
Full Stroke time	11 sec.	Dry Cycle
Cooling	Air-to-Oil	5 HP (3.7kW) Oil Cooler Pump Motor 1 HP (0.75kW) Cooler Fan Motor
Oil	ISO Grade 32 or 46	Depends on ambient temperature
Filter	5 Microns	Replaceable
Oil Heater	Submersion type (2 x 2kW)	<i>Optional: Excluded unless noted otherwise</i>
CONTROLS AND SAFETY		
Level Sensors	Three (3) level sensors	For precise control of baling Alarm on overfill of the baler hopper
Control Valves	Individual hydraulically actuated valves	Some are proportional, used to adjust speeds, accelerations and decelerations of main ram.
Economizer	Adjustable automatic motor sleep mode	Pump motors will shut off and only start again when material blocks photo sensors.
Remote Troubleshooting	Via an Ethernet connection	
Safety	Safety Door Switches	
MAXIMUM TONNAGE CAPACITIES BASED ON MATERIAL *		
Plastics	Up to 17 TPH	Density of 32lb/ft ³ . Bale Weight = 1600 Lbs.
UBC	Up to 16 TPH	Density of 25lb/ft ³ . Bale Weight = 1250 Lbs.
Tin	Up to 41 TPH	Density of 50lb/ft ³ . Bale Weight = 2500 Lbs.
OCC	Up to 22 TPH	Density of 36lb/ft ³ . Bale Weight = 1800 Lbs.
NEWS + Mix Paper	Up to 36 TPH	Density of 40lb/ft ³ . Bale Weight = 2000 Lbs.
<p>* Performance rates, bale weights and densities are subject to moisture content, infeed densities, feed rates, machine efficiency and other variables in baling process. Tonnages are evaluated at 100% efficiency (No waiting time). Based on an electric frequency of 60hz. 1 Tonne = 2000 lbs</p>		



5.3 SLIDER BED / SLIDER ROLLER CONVEYOR – TYPE CSRT

All sorting conveyor and heavy-duty transfer conveyor

Features	Description	Additional information
FRAME		
Construction	Open frame 3/16" [5mm] thk.	Flat side conveyor
Section length	Maximum 12'-0" [3.657m]	Reinforced every 72" [1.828m]
Connecting plates	1/4" [6mm] thick	
Conveyor bed or Carrying rollers (based on application)	Steel plate 3/16" [5mm] slotted for self-cleaning or Ø5" [127mm] (steel-CEMA "C")	Roller with sealed bearings and slide in type brackets.
Return rollers	Ø5" [127mm] (steel-CEMA "C")	Roller with sealed bearings and slide in type brackets.
Extension Panels	Minimum 6" [152mm] height	12 gauge [2mm] steel plate
BEARINGS, SHAFTS AND PULLEYS		
Tail bearing & shaft	Minimum Ø2 15/16" [75mm]	Pillow block bearing; Mounted on take-up mechanism; Taper hub bushings with keyways and set screws.
Tail pulley	Minimum Ø12" [305mm]	Winged, crowned and self-cleaning
Head bearing & shaft	Minimum Ø2 15/16" [75mm]	Four (4) bolts flange bearing
Head pulley	Minimum Ø12" [305mm]	Crowned with 1/4" [6mm] lagging; Taper hub bushings with keyways and set screws.
RUBBER BELT		
Belt	Minimum 2 ply 220 PIW	One (1) piece with one mechanical joint
Belt cover	Top 3/16" [5mm] thick Low friction back	



6. ELECTRICAL INFORMATION

6.1 OPERATIONS PHILOSOPHY

Infrastructure

The Local Control Panel (LCP) shall consist of base standing panels. Ventilation/cooling*/heating will be provided according to the manufacturers' recommendations. The panel assembly will be approved according to local regulation (CSA; 22.2 #14-13, CSAus; UL508A, CE; IEC61439).

*Cooling calculation are done with ambient temperature of 35 Celsius degree.
If your project requirement differs, please advise your sales representative.

Safety Controller/Relay

The loop for safety components is done according to the manufacturers' recommendations and EN 954-1/ISO13849-1 standard is applied. It is possible to achieve high safety performance level through programming when having a safety controller, in which case zoning can be done with the connected circuits and proper design to facilitate maintenance**. A risk assessment of the system will be done. Safety Performance Level of each function will be adjusted accordingly.

**can be proposed as an option

Remote Access

Machinex uses eWON industrial VPN router to have remote access to the control panel and all its ethernet featured devices. The customer must bring, connect and commission the Internet access into Machinex control cabinet. The eWON is a full IP router featuring "Factory" LAN to "Machine" LAN routing functionalities with an embedded modem for use as a backup access to the "Machine" LAN.

Advantages: Firewall-friendly, Outbound connections only, Standard ports use: 443 (HTTPS) & 1194 (UDP),
Compatible with customer LAN's Proxy

Customer keeps control: VPN access can be controlled with external key switch, Connection report

Motor Control

VFD, Soft/Start and motor starter with communication capabilities*** can be reset externally on minor faults. Thus, no need to open the panel to reset the Overload, prohibiting exposure of high voltage and reducing the downtime. Communication capabilities also came with amperage reading. With the amperage reading, a low and high current limit alarm can be set up. A low amp limit can be used to detect a loose or broken belt or a local disconnect let in OFF position. The high amp limit is usually set to detect an untracked belt or a blockage.

***for components make/model/option, see Electrical Component

Emergency Stop

All emergency stop functions are designed according to ISO 13850:2008 4.1.3. Each operator/sorter workstation has an accessible emergency device (E-Stop or emergency pull cord) available (ISO 13850:2008 4.4.2). Emergency door switches have been installed on maintenance guards and access is determined by the risk assessment. The positioning of the e-stops is decided by several factors such as occupancy, equipment risk and egress. All frequent maintenance access doors have a safety door switch security detection installed.

The E-Stops must only be activated in case of an emergency. Activation of an E-Stop during operation may lead to uncontrolled conditions in the system as all equipment are stopped disregarding of any sequence. Therefore, the reason for the activation of the E-Stop must be determined and an inspection of the system must be carried out before restart of the system.

LOCK OUT / TAG OUT

Lock out / Tag out procedure is to be determined by the customer and shall be respected by everybody on site. Everything is in place to facilitate it, local motor isolator and MCC main disconnect switch allow multiple lock.

6.2 INFO SWITCH GEAR

2.2 PACKAGE - TWO RAM BALER DIRECT LOAD PACKAGE				
Description	Drop Tension (Volt)	Number of Phases	Frequency (Hz)	Panel protection (Main Breaker rating in Amp)
EXISTING - LCP3	460	3	60	15
EXISTING MARATHON DUAL RAM BALER	460	3	60	
B-104 DUAL RAM MACHINEX BALER	460	3	60	350

7. LIMITED SCOPE OF SUPPLY

Mechanical	Machinex Technologies Inc.	City of High Point
All necessary tools for the technicians	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All necessary labor and travel expenses to install all the listed equipment and associated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forklift, Crane and Scissors lift	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Start-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Touch-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any misfit will be corrected in a timely fashion by the installation crew always in contact with the project manager.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any refurbishing or new components on existing equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dismantling of the existing equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any form of dismantling or general cleaning of the area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal of used equipment, if any	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any (new or existing) equipment cleaning, if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Access to facilities for Machinex Technologies Inc. employee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sprinkler work	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Filling pits if required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any misfit resulting of building or other work not included will be managed together under a change order agreement and additional charges may apply.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Building	Machinex Technologies Inc.	City of High Point
Any building modifications as such but not limited to: building extension, pits, wall openings, ceiling and trusses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any fire protection system (Sprinklers) neither in the building nor any additional sprinklers underneath the proposed equipment (if required).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any Enclosure or cabin modifications or opening	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any concrete blocks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Concrete slab calculations, modifications if needed (in time, equipment loads would be provided)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any enclosure or cabin modifications or opening	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any dust collection/suppression system. It also excludes all dust collection/suppression system supporting structure, fixing or hoods to our equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Electrical Wiring	Machinex Technologies Inc.	City of High Point
Infeed wiring: Bringing or removing main power from the electrical room / switchgear to new Machinex Technologies Inc. control panels (460/3/60): LCP's Optical Units, Air Compressors, Balers, Compactors, Shredders, or any other control panel. Machinex Technologies Inc. will advise on the location & the level of each load drops required once project is awarded.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Infeed wiring: Modifying/removing main power from the main switchgear (Building Service Entrance) to new Machinex Technologies Inc. control panels, (460/3/60): LCP's Optical Units, Air Compressors, Balers, Compactors, Shredders, or any other control panel. Machinex Technologies Inc. will advise on the location & the level of each load drops required once project is awarded.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Switchgear update: Any modification to the existing switchgear for the additional load.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Power Factor Correction/Compensation system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RAMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Harmonic Correction/compensation system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field wiring: Bringing power and control wiring (MC Cables) from control panels to each field devices (Motor, E-Stop, Photocell, etc.) that will meet local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Motor Disconnect for new Motor added	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical installation guidelines, support and quality control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dismantling wiring from equipment being removed to existing control panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light and emergency lighting under the platform	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Light and emergency lighting in maintenance area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any addition/modification of maintenance outlet	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any modification to the fire alarm system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Internet connection of at least 5 Mbps and up to 50 Gb of data bandwidth per month (10 Mbps 50 Gb if SamurAI unit in the system) to the main Control Panel. See Operation Philosophy for remote connection detailed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ethernet connection from main Machinex control panel to Machinex provided equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Electrical Control	Machinex Technologies Inc.	City of High Point
New Control Panel: for controlling newly supplied equipment. New Control Panel will comply with local regulation. See Operation Philosophy section for more details.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical control drawing for newly supplied equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any new field devices: E-Stop, Safety door switch, Photocell, Trapped key, Emergency-Stop pull cord, Time delay pull cord, limit switch, zero-speed switch, push button station, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Modification of existing Control Panels: Integration/Interconnection with new Machinex Technologies Inc. control panel, including but not limited to: PLC, HMI, Machine Safety, Electrical Drawing, Scada, mobile device, etc. It is Machinex Technologies Inc. duty to advise the customer that is control might not achieve today's safety standards and requirement and propose a solution. Under the OSHA law, the employers have a responsibility to provide a safe workplace with standards, rules and regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upgrading safety performance for existing equipment or control panel	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any control upgrade for the existing control panel	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacing defective parts in existing control system if required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Integration / interlock with existing system control panels → Modification to the hardware of the existing system control panels → Modification of the existing PLC / program / HMI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any modification/addition of video system (CCTV)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any furniture for the control room (computer/furniture)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any complete Lock-out/Tag-out procedure	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any Arc Flash Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Commissioning and Testing	Machinex Technologies Inc.	City of High Point
Labor costs associated with cleaning and maintenance of plant during commissioning testing period. These tasks need to be done by the Employer which is part of the essential operational learning curve.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply of sufficient baling wire and other consumables (fuel, oil, lubricants, water, chemical, etc.) items throughout the commissioning testing period. It is the Employer's responsibility to forecast and order a sufficient amount of in-feed material and any necessary consumables. Machinex Technologies Inc. could however bring on-site some consumables to avoid any emergency situations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any fee for the Independent testing agency.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Miscellaneous	Machinex Technologies Inc.	City of High Point
Any rolling stocks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any containers or bins	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any security fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Double emergency pull-cords	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Life lines on conveyors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any fee for the Independent CE marking audit inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pre-Start Health & Safety Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any local Electrical Inspection fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any local pressure vessel inspection fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any insurance costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any as build drawings after install	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Any cleaning of equipment after install (snow, mud)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hydraulic Oil	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Local EPA permits, i.e. EPA & Planning and/or construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seismic engineering (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Building permits (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RAMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Compressor & piping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The provision of all necessary safety equipment (fire blanket, eyes washer station, extinguishers, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

General notes

- Price reflects the use of non-union labor for equipment installation (Machinex Technologies Inc. crew). We reserve the right to modify pricing should the use of union labor be required or if prevailing wage apply
- Machinex Technologies Inc. request to be included as named insured to the Buyer's Builder's Risk Insurance, while on site performing installation, start-up, commissioning, and punch-list as specified within our term and conditions.

8. TERMS AND CONDITIONS OF SALE

All products shall be supplied by Machinex Technologies Inc. and accepted by the buyer in accordance with the following Terms and Conditions of Sale:

PRICES

Our prices for the technical equipment are valid for 5 business days.

Prices are subject to change after that period. Clerical and stenographic errors are subject to correction.

Note: Actual fluctuation in steel cost, components shortage and currency exchange may cause price increase in short term on some equipment. Final review of the proposal will be completed at time of final design

Our prices exclude payment of all taxes, if applicable.

TERMS OF PAYMENT

- 25% with order;
- 30% upon 25% manufacturing completion;
- 35% prior shipment;
- 10% due upon start-up not to exceed 30 days from arrival on site;

NOTES

Machinex Technologies Inc. will remain the owner of all the supplied equipment (or any part or portion thereof) until final and complete payment. The buyer shall do all things necessary to perfect and maintain such right and title to Machinex Technologies Inc..

In the case where the buyer would not respect the terms of payment and that Machinex Technologies Inc. would have to take back the equipment, the buyer accepts that Machinex Technologies Inc. will keep, as compensation, all sums already paid by the buyer.

INFORMATION

We have assumed that the customer, without any delay, will give Machinex Technologies Inc. information about all circumstances that may have an effect on the time schedule.

INSTALLATION

The installation is included in the price

FREIGHT

The freight is included in the price

D.D.P. (Incoterms 2020): High Point, NC

****Any special freight requirements for specific roads or thaw periods is subjected to a price review.**

WARRANTY

All new equipment is covered with a warranty of 12 months (2200 hours) whichever comes first against manufacturer's equipment defaults (material) while in normal use.

The warranty period starts from the date of delivery

The warranty will lapse if the equipment is repaired or altered by personnel that has not been authorized by Machinex Technologies Inc. to carry out repairs, or if operation and maintenance instructions for the equipment have not been followed and approved.

Machinex Technologies Inc. or anyone having participated to the delivery or the installation of the equipment cannot be held responsible for loss or damages of any kind, or from any cause, to any person or property of any person, or for loss of revenue or profit, or for any other special, incidental or consequential damages.

Any parts or equipment which Machinex Technologies Inc. supplies but does not manufacture shall be subject only to the warranties of Machinex Technologies Inc. vendors to the extent Machinex Technologies Inc. can enforce such warranties.

The warranty covers replacement parts only and excludes labor and consequential damages.

This warranty does not cover expendable parts, maintenance (alignment, adjustments etc.), wear or impact on Machinex Technologies Inc. products, including but not limited to, lubrication grease, oils, hydraulic connectors, gaskets and seals and any other items that may show evidence of negligence use or overloading, abuse, accident, improper maintenance, storage, improper use or unauthorized alterations.

Buyer shall notify Machinex Technologies Inc. in writing within fifteen (15) days of discovery, within the warranty period, of any alleged defect and permit Machinex Technologies Inc. and/or its representatives to make such investigation, examination and tests deemed appropriate. Upon request from Machinex Technologies Inc., the buyer shall return the alleged defective product to Machinex Technologies Inc. factory for examination and testing. If Machinex Technologies Inc. determines that the product is defective, and provided that the warranty of quality applies, Machinex Technologies Inc. will either repair or replace such product with a similar item of Machinex Technologies Inc.'s manufacture, F.O.B. Machinex Technologies Inc.'s factory of allow buyer credit for an amount equal to the one invoiced for the said product. The replacement, repair or development of a defective part shall not give rise to any extension of the terms initially fixed for the warranty period.

Any action for breach of warranty or other action under this agreement must be commenced within one (1) year after such cause of action arises.

In regard to equipment that is sold as "used" and "as is", if applicable, Machinex Technologies Inc. declines all warranties, whether expressed or implied, and assumes no responsibility nor authorizes any person to assume any liability on its behalf in regard to the sale of said equipment.

If Machinex Technologies Inc. is not integrating the equipment, new or used, Machinex Technologies Inc. declines any responsibility regarding security related to the equipment being sold as "used". Since the buyer is responsible for the integration of this equipment, the Buyer has the responsibility to ensure compliance with regulations. The Buyer is entirely responsible for the security of this equipment during operation and in accordance with regulation standards.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

INSURANCE

The Owner (customer) is responsible for the insurance of the equipment after arrival on site, as well as during unloading from trucks or containers. All other insurance for the installation period is under customer's responsibility.

The Owner shall obtain and maintain Builder's Risk Property Insurance including Work and Products, upon the entire Project for the full replacement cost and including Sales Taxes at the time of loss. This insurance shall include as named insured the Owner, Contractor, and Subcontractors. The policy shall insure against direct risk of physical loss or damage including flood or other water damage, earthquake, act of terrorism, transit, off premises storage, boiler & machinery. The coverage shall be maintained continuously until 10 Days after the date of the final certificate for payment (or after the date of start-up testing and commissioning). In case of loss, the Owner is responsible for the insurance deductibles. Maximum deductible for all risk perils is \$10,000 except flood and earthquake, which shall be \$25,000 and \$100,000 respectively, in this contract currency.

Until the Purchase Price has been paid in full, the Owner shall have the obligation to maintain all the Equipment sold and delivered properly insured against theft and loss or damage by fire or other cause with a reputable and solvent insurance company, and to provide the Vendor with the evidence of such insurance coverage. Such policy shall name the Vendor as loss payee. In the event of a theft, loss or damage to the Equipment sold before the Purchase Price has been paid in full, the Vendor shall have the right to collect any insurance proceeds that may be payable, up to the extent of its interest.

Evidence of coverage as shown in a certificate of Insurance is to be presented to Machinex Technologies Inc. before beginning of work. In addition, the policy or policies will have to be endorsed with an undertaking by the Insurer to provide Machinex Technologies Inc. with not less than Thirty (30) days advance written notice of cancellation, change or amendment restricting coverage.

DELIVERY

Deliveries are scheduled for with reception of a purchase order and down payment, clarification of required technical information, resolution of commercial issues, and customer approval of drawings when required. In the event where the customer must delay the equipment delivery, storage fees may apply.

Machinex Technologies Inc. shall not be liable for delays in delivery or failure to manufacture due to force majeure or causes beyond its reasonable control such as Acts of God, acts of omissions of the buyer, acts or omissions of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantines, restrictions, riot, war, act of terrorism, delays in transportation, transportation vehicle/vessel shortages and inability to perform due to inability to obtain necessary labor, materials or manufacturing facilities. In the events of any delay such as above described, the date of delivery shall be extended for a period equal to the time lost by such delay.

Without limiting the generality of the terms used in the paragraph above, the Vendor shall not be liable for any failure to deliver if the failure is caused by an event of Force Majeure. In those circumstances, the delivery date shall automatically be extended for a period equivalent to the delay caused by the Force Majeure event.

The Owner shall do whatever is required in order to allow the Vendor to have free access to the Facility for the purpose of installing the Equipment sold in the Facility. The Owner shall promptly notify

Vendor of all circumstances that may have an effect on the schedule and/or the price of the project.

During the process of completing the Vendor's Scope of Work, should the Vendor encounter or be notified of conditions outside of their control, it is Vendor's responsibility to provide Written Notification to Owner of any possible delays or extended costs to the Owner. These conditions could include a) any physical condition on the Site which is affecting Vendor's ability to deliver or complete the work on schedule, or b) any Supply Chain variation condition (such as the electronic / electrical components shortage) which is significantly affecting Vendor's ability to manufacture, deliver, or install the goods at the contracted price and/or and the planned time.

Written notification from Vendor to Owner shall include the following information: a) condition encountered, b) steps the Vendor is taking or proposing to overcome condition, and c) estimates of the cost and/or delay effect on the Scope of Work that the Vendor will incur.

CANCELLATION

No order may be canceled by the buyer except upon written notice to Machinex Technologies Inc. and upon payment to Machinex Technologies Inc. of all costs incurred by it arising out of, or in connection with the order, determined on a basis consistently observed by Machinex Technologies Inc. and in accordance with sound accounting principles. Machinex Technologies Inc. shall have the right to cancel any order or to refuse to deliver or to delay shipment in the event buyer fails to submit payments when due or perform any other obligations of buyer.

SPECIAL CLAUSE

Machinex Technologies Inc. reserves the possibility to make any modifications or adjustments to the design or equipment shown on drawing MR-3183A-2 REV.6. Although the layout will remain the same, any adjustments such as but not limited to: the horsepower of motors, conveyor frame, conveyor type, safety features or others that can improve or standardize the equipment shown on the previously mentioned drawing and specification detail is under Machinex Technologies Inc. discretion.

In a circumstance where the buyer purchases in whole or in part an equipment, that is to be utilized in this system, directly from another manufacturer than Machinex Technologies Inc. the buyer is responsible for all costs as well as the management related to the equipment's integration, unless otherwise specified in this proposal. These costs may include, but are not limited to, the items listed in the section "Limited Scope of Supply" such as: delivery charges and unloading, insurances, warranties, performance guarantees, integration, mechanical and electrical installation (wiring and controls), civil work (building, permits, safety and environmental standards), start-up, testing and any other cost related to these including redoing these if necessary.

In the case where Machinex Technologies Inc. commits to such equipment's integration, certain information will be required throughout the project and dates will be assigned that such information needs to be provided by the buyer and remains under the buyer's responsibility and management. If such information is not supplied within the expected timeline, additional costs will be charged to the buyer.

Whether the equipment is being integrated by the buyer or Machinex Technologies Inc., any delays and additional costs in the project that are related to that equipment such as but not limited to: communication with supplier to validate equipment integration

protocol, communication and control protocol, performances and mechanical / physical equipment integration are solely the responsibility of the buyer. Any additional cost related to these delays will be at the Buyer's expense.

MODIFICATIONS

No waivers or modification of any of the foregoing Terms and Conditions of Sale shall be valid unless made in writing and signed by both parties. The failure of Machinex Technologies Inc. to enforce any right it possesses under the foregoing Terms and Conditions of Sale shall not constitute a waiver thereof or establish a custom. In the event any Terms and Conditions of any submitted by buyer to Machinex Technologies Inc. shall conflict with any Terms and conditions herein, the Terms and Conditions set forth herein shall govern and prevail.

In the event any other agreement between the Owner and Vendor regarding the Project shall be in conflict with any of the terms and conditions stated in this document, the terms and conditions set forth in this document shall govern and prevail.

DISPUTE RESOLUTION

Any dispute which arises in the course of this agreement shall be definitively settled by means of arbitration and to the exclusion of courts of law. However, in order to minimize the costs, there shall be only one arbitrator, and the arbitration proceedings and all documentation shall be in the English language. The arbitrator's decision will be final, without appeal and will bind upon the parties.

9. SIGNATURES

Machinex Technologies Inc.

City of High Point

6/7/2023

Name
Title

Date

Name
Title

Date

Machinex Technologies Inc.

City of High Point

6/7/2023

Name
Title

Date

Name
Title

Date

APPENDIX A - LAYOUT

