



Prodigy by SNK GT-27 Gang Tool Lathe



www.snkamerica.com

DATE: _____

FOR: _____

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Got Small Parts?

Bring it on!

We appreciate your consideration of the Prodigy GT-27 and are confident that you will find it a versatile and reliable addition to your company. Through innovation and technology we have developed machine tools with significant advantages in cost, performance, and flexibility over our competition. This 3-axis system includes the GE Fanuc Oi-Mate TC CNC control and the capability to perform indexing and interpolation functions through the use of an integrated C-axis. For a wide range of parts within 1 1/16" diameter, whether brass, steel, aluminum, stainless or plastics we say, 'Bring it on!'

SNK America, Inc. (www.snkamerica.com) is the American arm of Shin Nippon Koki, Co. Ltd. of Osaka, Japan, a major world supplier of machine tools through the SNK, Niigata, Prodigy, Nissin HBM, and Nissin brands, supplying a complete line of Bridge Type Machining Centers, Five-Face Multi-centers, Five-Axis Profilers, Horizontal Machining Centers, & Horizontal Boring Mills.

Somec Mfg. (www.somecmfg.com), located in Maitland, Florida, is a division of SNK America, Inc., and specializes in the assembly of the Prodigy CNC turning centers for high accuracy production applications. Using state-of-the-art manufacturing and assembly techniques and a highly trained work-force, Somec employs the latest technologies in materials and components. ***Proudly built in the USA!***



GT-27 Main Features

- **Top Quality High Precision Components**
- **Rapid Gang Tool Changeover**
- **Live Tool Options**
- **Fine Finishes w/ 6,000 rpm Spindle**
- **C-Axis Spindle**
- **Polymer Base for Unmatched Machine Rigidity**
- **Value Priced**
- **Smaller Space Requirements**
- **Application Support**
- **Proudly Built in the USA**

The Gang Tool Benefits

Rapid Spindle Speed / Virtually No Tool Change Time

Achieve faster cycle times - the true benefit of a gang tool machine. The Prodigy GT-27 reduces tool change delays associated with turret machines. And with a maximum spindle speed of 6,000 rpm the GT-27 can help decrease your cycle time while boosting accuracy and rigidity. Even with the fastest indexing turrets, you have to pull away from the part in order to change tools. The Gang Tool concept, on the other hand, keeps the tools right there, ready for use, with no penalty for indexing time. Feeding to the tool is a snap! Additionally, turrets add bulk and the risk of additional mechanical failure. The Prodigy GT-27 has a short tool tip to guide way distance, allowing for a more accurate cut.



C-Axis Spindle

Mill and turn difficult parts efficiently

The GT-27 spindle design allows for the flexibility and capability to do parts that normally require machinery that costs significantly more. The C-Axis Spindle allows you to mill and turn parts off center. Slots, cross-holes, bolt-hole circles and many other secondary processes traditionally requiring a milling machine/machining center can be performed on the Prodigy in combination with turning operations. The C-Axis spindle achieves performance in the most complex duty cycles and allows for the use of live tools. Additionally, in keeping with SNK name, the GT-27 spindle is of truly superior quality. Using a set of five spindle bearings, the rigidly preloaded triplex set of bearings at the work end of the spindle provides both axial and radial stability.

Live Tooling / Modular Design

The flexibility to meet your needs

Live tooling allows for a wide-range of drilling and milling operations to enhance the machine's flexibility for small to large lot runs. Additionally, because the GT-27 is a modular design, the available configuration options will enable you to create a machine that will more precisely fulfill your application requirements. The modular design provides additional value as it gives you the ability to easily modify the machine's capabilities as application demands change.



Cross Slide

Linear bearings provide for low friction feed

The GT-27 cross slide design incorporates a high performance positioning system featuring high preload, low friction, four circuit, roller linear bearings and a precision ground ball screw in a super precision thrust bearing set. The system provides a generous machining envelope of 12" of travel in the X-axis and 6.5" of travel in the Z-axis. The Prodigy uses a tool plate system to mount cutting tools. The tool plate has a T-slot used to fasten tool blocks to the tool plate. T-slots allow for the easy mounting of 1, 2, 3, 4, 6 and 8 position tool holders, for use of up to 12 total tools, depending upon tool layout, etc. The performance slide utilizes state-of-the-art AC brushless servomotors and digital drives. Linear guides are 25mm sets mounted inversely to provide maximum rigidity. Ball-screws are precision ground, 20mm, five pitch assemblies set in modular angular contact bearing housings.

Base

Increased rigidity based on a Super Polymer Mineral

The material used in our Super Polymer Composite Mineral Base is superior to all metallic materials in dimensional and thermal stability, and is more resistant to chemicals and water. The one-piece Super Polymer Composite Mineral Base absorbs sound and cutting energy, providing quieter operation, increasing cutter life, and producing superior surface finishes. It will not rust, warp, bend, or bow under stress. It supports faster travel with shorter settling times and enhanced tool life. The polymer is a composite material produced by mixing a polymer resin-binding agent with a specific combination of mineral



fillers. When combined through a process of mixing, molding, and curing, an extremely powerful cross-linked bond is formed. The result is an ideal structure for a machine tool base. This superior material technology is universally accepted for its performance and stability advantages but, until now, has only been available in premium priced machines. With a 3,500 lb. mass, the GT-27 base allows for aggressive cuts in the most demanding materials.



GT-27 Additional Standard Features

- **Gang tool mounting supports rapid, independent tool change & touch off**
- **20” tool plate for multiple tool mounting flexibility**
- **AC brushless X & Z-axis motors and drives**
- **Linear bearings on all linear axes**
- **Non-heat generating pneumatic collet closer w/work holding options**
- **Synchronist drive belt for transmission spindle motor**
- **Threading capability with 1024 spindle pulse encoder**
- **Interior lower slant design allows for efficient chip and coolant flow**
- **Centralized lubricating system for the trucks and the ballscrews**
- **Complete exterior coolant system**
- **Door safety interlock switches**
- **Air pressure switches**
- **Auto lubrication, regulator, and filter for use with pneumatic air tools**
- **Extra resistors to dissipate spindle heat while decelerating**
- **Built-in PLC on GE Fanuc CNC control**
- **Pre-installed hardware to accommodate basic automation**

GT-27 Standard Accessories

- **4 M code outputs for driven power spindles (Air or Electric)**
- **Auxiliary device connection strip / Bar Feeder interface**

GT-27 Common Applications

- Medical & Dental
- Automotive
- Large Lot High Production
- Second Operation
- Screw Machine
- Jewelry
- Fasteners
- Aerospace
- Ceramics
- Job Shop Applications
- Small Lot Specialty
- Plastics



Acetylene Torch Nozzle



Push Rod End



Hastoloy Pipe Thread Sample Bone Screw Thread

GT-27 Sample Part Process



Raw Material: 3/4" Diameter 303 Stainless Steel

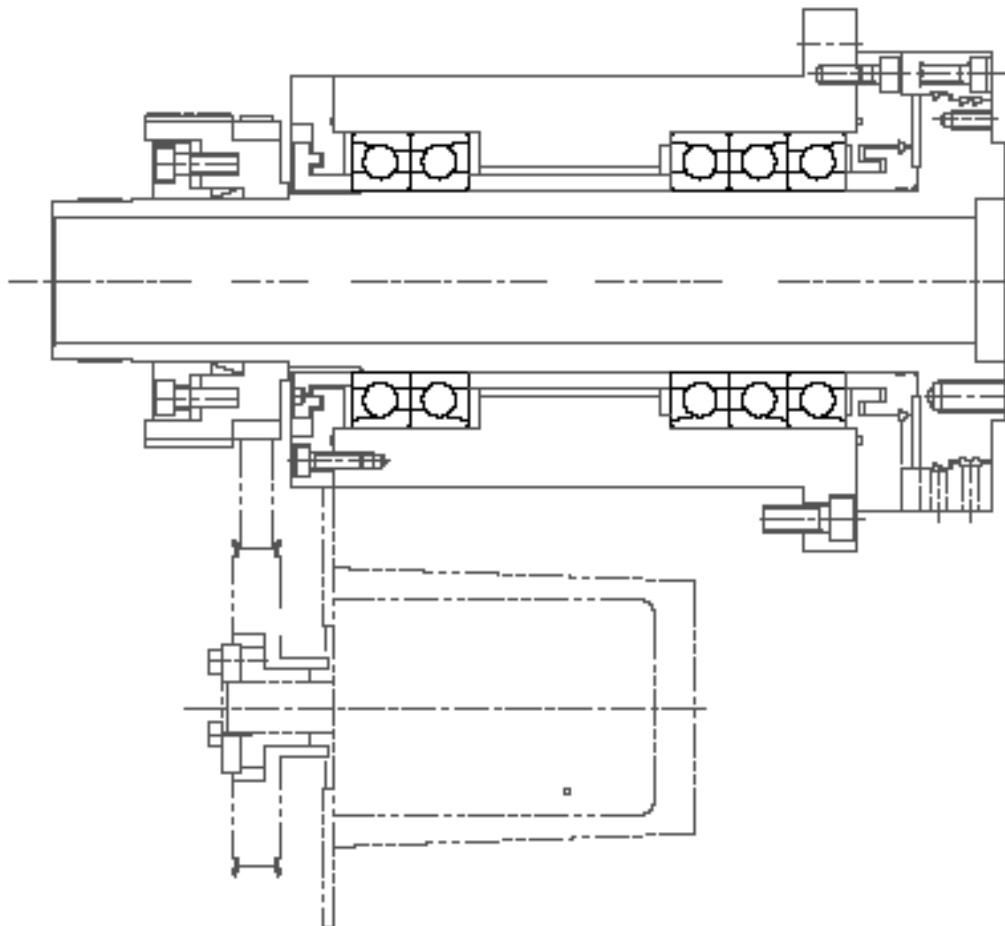
First Operation	
Sequence Number	Description
1	Feed stock with bar puller
2	Face and Turn O.D.
3	Spot Drill Face
4	Groove O.D.
5	Thread O.D.
6	Mill Profile
7	Mill Edge Break on Profile
8	Re-Turn to Remove Burrs
9	Cut Off to Finished Length +.010"

Second Operation	
Sequence Number	Description
1	Face and Turn O.D.
2	Spot Drill Face
3	Pilot Drill for Broach
4	.140" Hex Broach I.D.
5	Mill Cross-Holes and Text
6	Re-Turn to Remove Burrs
7	Re-Spot Drill to Remove Burrs
8	Re-Drill to Remove Burrs

Technical Specifications

Spindle/Motor

Spindle Motor	7.4hp (15 min rated)	5 kW
Spindle RPM (Variable)	100 to 6,000 rpm	
Spindle Bore	1.0625"	27mm
Maximum Bar Size	1.0625"	27mm
Tool Block Center Height	0.5"	12.7mm
Spindle Nose	5C	
Maximum Chuck size	4"	101.6mm

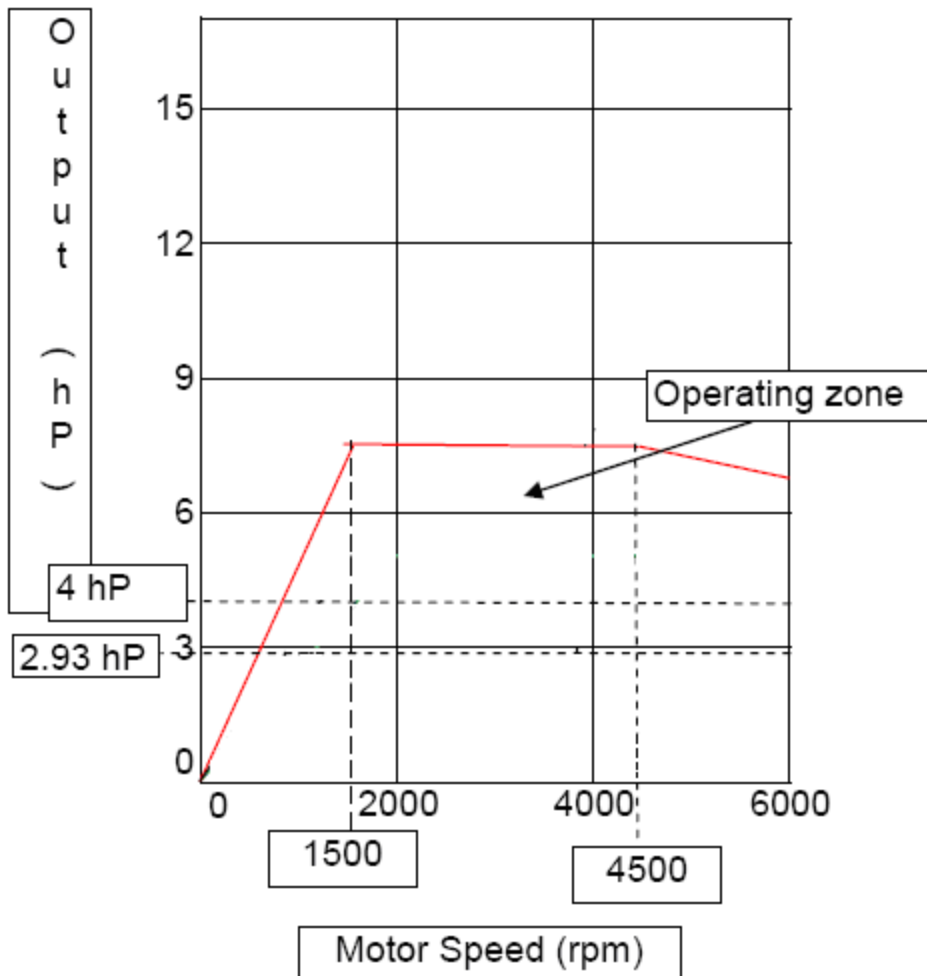




PRODIGY GT-27 GANG TOOL LATHE HP / TORQUE RATINGS

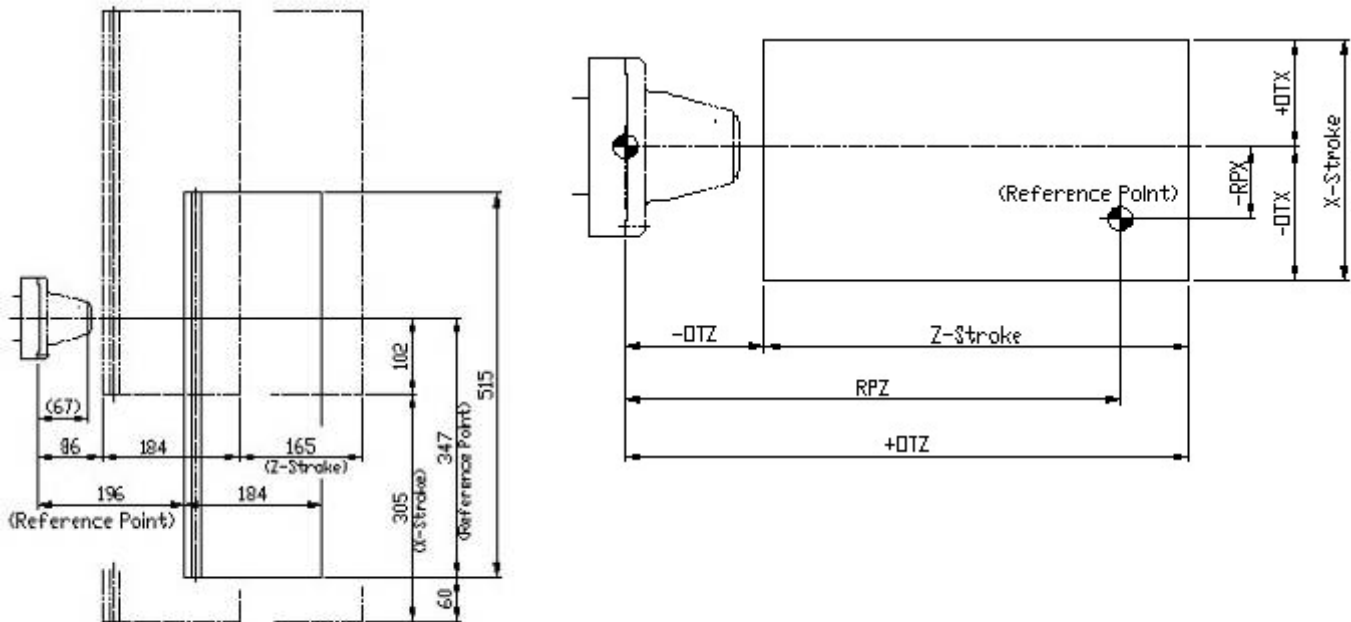
HP / Torque ratings for the Prodigy GT-27 Gang Tool			
β3/10000i		Metric	English
Rated Output	15 min rated	5 kW	7.4 HP
Max Speed	rpm	6000	6000

Output -Motor Speed graph for GT-27 (English)



Axial Movement

X Axis Travel (Maximum)	12"	305mm
Z Axis Travel (Maximum)	6.5"	165 mm
C Axis Indexing Increment	Indexes at every 0.001°	
Feed Rate	300 ipm	7.6 m/min
Rapid Traverse	800 ipm	20.3 m/min



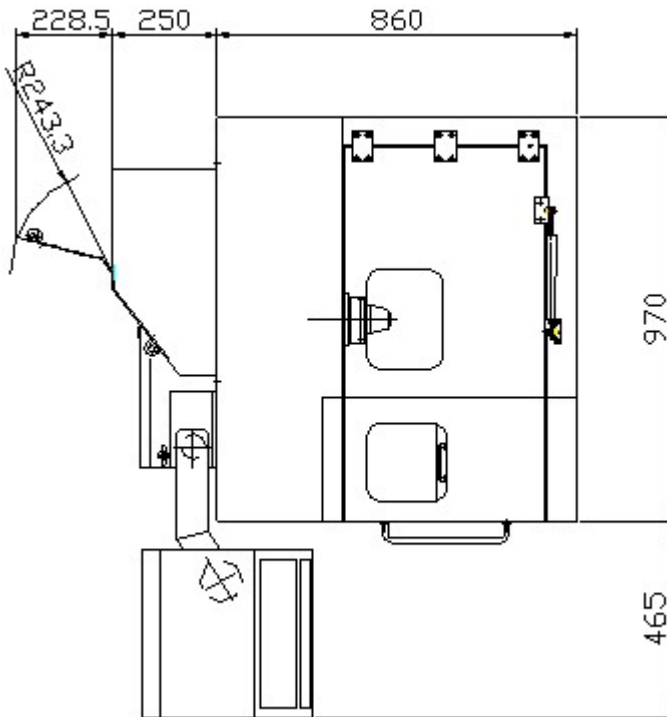
Axis		RP	-OT	+OT	Stroke
Metric	X	-248	-368	242	305
	Z	196	86	251	165
Inch	X	-9.763	-14.488	9.527	12.007
	Z	7.716	3.385	9.881	6.496



Utilities and Requirements

Axis Drives	Digital with Brushless Motor	
Coolant Pump	0.25 hp	0.2 kW
Compressed Air	5SCFM Required (Clean, Dry air)/ 225 psi	
Voltage	208-230 Volts	
Phase	3 Phase 50/60 Hz	
Power Requirements	7.5 KVA	
Machine Weight	3,500 lbs	1470 kg
Machine Dimensions	38"x34"x47" (L x D x H)	965 x 864 x 1194 mm

Footprint





CNC Control

GE FANUC and its partner, FANUC LTD., are the world leaders in the Computerized Numeric Control (CNC) market, with decades of field reliability and the choice among major US and Japanese factories. GE FANUC service offices are located throughout the US and deliver unparalleled service and response.

Main Features of the GT-27's GE FANUC 0i-MATE TC Control

- **Manual Pulse Generator**
- **Cutter Path Graphics**
- **Part Program Storage of 250,000 characters**
- **Maximum Tool Offset Storage of 64 offsets per program**
- **Maximum Machine Offset Storage of 6 offsets per program**
- **RS-232C Port**
- **PCMCIA Port on front of LCD Color display Unit.**
- **Feed rate Override**
- **Spindle Speed Override**





GE Fanuc 0i-MATE TC G-& M-Code List

G-Codes	
G00	Rapid Interpolation (traverse)
G01	Linear Interpolation (feed)
G02	Circular Interpolation (clock-wise arc)
G03	Circular Interpolation (counter-clock-wise arc)
G04	Dwell (paused motion)
G07.1(G107)	Cylindrical Interpolation
G10	Programmable data input
G11	Programmable data input cancel
G12.1(G112)	Polar coordinate interpolation mode
G13.1(G113)	Polar coordinate interpolation mode cancel
G17	X-Y plane selection
G18	Z-X plane selection
G19	Y-Z plane selection
G20	Outer diameter/internal diameter cutting cycle
G21	Thread Cutting Cycle
G22	Stored stroke function on
G23	Stored stroke function off
G24	Endface turning cycle
G27	Reference position return check
G28	Return to Reference position
G30	2 nd , 3 rd , 4 th Reference position return
G31	Skip Function
G33	Thread Cutting
G34	Variable-lead Thread Cutting
G40	Tool Nose Radius Compensation Off
G41	Tool Nose Radius Compensation Left
G42	Tool Nose Radius Compensation Right
G52	Local coordinate system setting
G53	Machine coordinate system setting
G54	Workpiece coordinate system 1 selection
G55	Workpiece coordinate system 2 selection
G56	Workpiece coordinate system 3 selection
G57	Workpiece coordinate system 4 selection
G58	Workpiece coordinate system 5 selection
G59	Workpiece coordinate system 6 selection
G65	Macro calling
G66	Macro modal call
G67	Macro modal call cancel
G72	Finishing cycle
G73	Stock removal, turning



G74	Stock removal, facing
G75	Pattern Repeating
G76	End Face Peck Drilling
G77	Outer Diameter/Inner Diameter Drilling
G78	Multi-pass threading, canned cycle
G80	Canned Cycle Cancel
G83	Face Drilling Cycle (used with live and stationary tooling)
G84	Face Tapping (used with live tooling)
G86	Cycle for Face Boring
G87	Side Drilling Cycle (used with live tooling)
G88	Cycle for Side Tapping
G89	Cycle for Side Boring
G90	Absolute Programming
G91	Incremental Programming
G94	Per Minute Feed
G95	Per Revolution Feed
G96	Constant Surface Speed Mode
G97	Constant Surface Speed Mode Cancel
G98	Return to Initial Level
G99	Return to R-point level

M-codes	
M00	Unconditional Stop
M01	Optional Stop
M02	Program Stop
M03	Spindle rotation, forward
M04	Spindle rotation, reverse
M05	Spindle rotation stop
M08	Coolant On
M09	Coolant Off
M10	Collet / chuck unclamp
M11	Collet / chuck clamp
M19	Orient Spindle (C-axis)
M20	2-Axis Mode (used for turning)
M21	3-Axis Mode (used during C-axis work)
M29	Rigid Tapping Mode
M30	Program stop and re-wind
M31	Interlock Bypass
M42	Auto Door Open
M43	Auto Door Close
M44	Parts Counter
M50	Live Tool 1 On
M51	Live Tool 1 Off



M52	Live Tool 2 On
M53	Live Tool 2 Off
M54	Live Tool 3 On
M55	Live Tool 3 Off
M56	Live Tool 4 On
M57	Live Tool 4 Off
M60	Bar Feeder COM 1
M61	Bar Feeder COM 2
M62	Bar Feeder COM 3
M63	Spindle Forward and Coolant On
M64	Spindle Reverse and Coolant On
M74	Error Detect On
M75	Error Detect Off
M76	Chamfer On (Threading)
M77	Chamfer Off (Threading)
M98	Call Sub-program



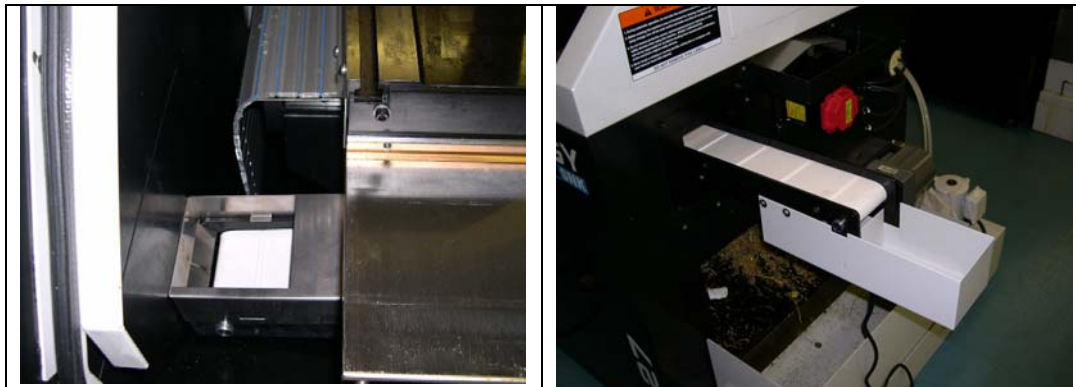
Accessories

GT-27 Parts Conveyor

The GT-27 optional parts conveyor is designed to facilitate transporting finished product from within the machining area without the need to open either of the two access doors thereby eliminating the need to interrupt production to retrieve finished product. The addition of a basket, configured to accommodate the geometry of the finished product and attached to the end of the conveyor at the motor end will save time by separating machined parts from chips and cutting fluids. Operators will appreciate the location of the conveyor at waist-height eliminating the need to bend over and risking injuries to their hands “fishing” through chips looking for small parts.

When installed on the Prodigy lathe, the conveyor is located below the tool plate and saddle assembly covering the Prodigy’s complete range of motion along the Z-axis. The conveyor belt’s four (4) inch wide belt provides the flexibility to catch most parts processed on the Prodigy. The motor-end of the conveyor extends four (4) inches beyond the base of the lathe. The conveyor has a sealed polyurethane 0.25” cleated belt, as well as a sealed AC motor and sealed ON/OFF switch.

The motor is equipped with a toggle on/off switch and is designed to interface with the AC Power from the machine control cabinet.

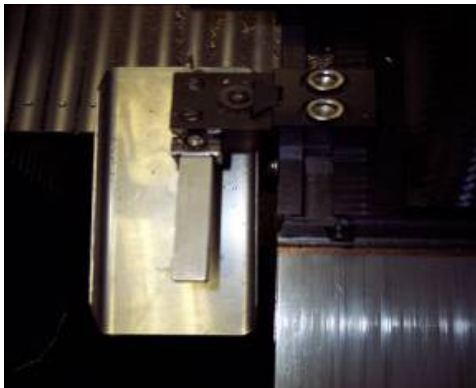


The conveyor is shipped with a conveyor cover, mount brackets, a machine exit plate, a parts catch box, and all of the other necessary hardware to add a parts takeout conveyor to the GT-27, and replaces the blank plate installed as standard.



The conveyor is equipped with a “cantilever” bracket allowing for height adjustment of the unsupported end of the conveyor. We suggest a slightly “down-hill” setting which will minimize loss of coolant.

A simple sheet-metal chute can help direct product to the conveyor. The picture below illustrates an example of a chute. (Most Prodigy GT-27 customers make this chute themselves so it is not included with the parts conveyor.) This particular design allows re-positioning of the cutoff block/tool-holder assembly on the tool plate without disturbing the chute’s positioning below the cutting tool.



Parts Conveyor Dimensions	
Specification	Dimension
Width	3.9”
Length	30”
Load Capacity	50 lbs.
Gear Motor	1/30 P,110/220V 50/60 Hz fixed spd (8 ft/min belt spd)
Accessories	on/off switch, motor overload fuse, power on LED indicator
Rails	PVC guide cushions along full length of rail
Machine Access	Modified to suit conveyor installations
Shipping	FOB Maitland, Florida, or shipped with new machine
Tail section	Rest supports added to conveyor tail section
List Price	Contact Prodigy 1-866-379-6068



Live Tooling (order directly from applicable supplier)

NSK Live Tools: www.nskamericacorp.com

The Prodigy's C-axis capabilities can only be fully utilized by the acquisition of driven (live) tools. All live tools discussed here are produced by NSK. Live-tools can be either pneumatically or electrically driven. All NSK live tooling systems include the spindle and a motor. The spindle contains the collet chuck that the cutting tool mounts to. The motor, whether pneumatic or electric, connects to the spindle. Reduction gear units are available for both pneumatic and electric units. The reduction gear connects between the spindle and motor. When mounted, the reduction gear slows rotation of the spindle proportionally. They are available in up to 16:1 ratios. Use of a reduction gear will increase torque allowing for more aggressive cuts than possible when using only a spindle and motor. NSK strongly recommends use of their air-line kit. This device filters the air to .3 microns and also supplies lubrication to the motor.

The Prodigy's tool-plate is ½" below the center-line of the spindle. This requires that the NSK spindle be no larger than 1.0" in diameter if an axial mount is required. NSK also offers "90-degree" configurations that would allow radial machining with an axially-mounted motor.

The NSK "Astro" electric-driven live tool system is available as another option. This class of driven-tool offers capabilities similar to the pneumatic types. Because they have electric motors, they put less of a demand on shop air compressors. The electric live tool motors can rotate forward or reverse. The controller governs right-hand or left-hand rotation. Electric options also offer more precise spindle speed control. Changes in incoming air pressure will alter the spindle speed of a pneumatic motor but will not affect an electric system's spindle speed. A motor can be rotated within the range of 5,000 rpm to the maximum output rating of the motor in increments of 1,000 rpm. Motors are available in speed ranges of up to 50,000 rpm.

This option requires the purchase of a control unit that supplies power and cooling to the motor mounted to the Prodigy's tool plate. The addition of a communication cable is required.



Recommmended NSK Spindle Package for the SNK Prodigy GT-27.

<u>Req'd</u>	<u>Catalog #</u>	<u>Model #</u>	<u>Description</u>
1	9775	NE-211	E-3000 Control Unit
1	AS88322P	EM25N-5000-J4	Electric 25mm Motor (+)
1	AS81819P	NR-2551	25mm Spindle
1	AS81822P	ARG-2504N	25mm 1:4 Reducer
1	AS81824P	ARG-2516N	25mm 1:16 Reducer
1	PL42675	CHK-6.35	(6.35mm) .25" Collet
1	AL-0201	AL-0201	Air Line Kit





SUPPLIERS

SUPPLIER	PRODUCT	TELEPHONE	FAX
Engineered Concepts Inc. www.prodigytooling.com	Tool Holders	856-694-4896	856-694-2128
LNS	Bar Feeders	513-528-5674	513-528-5733
Microcentric	Chucks	800-573-1139	516-349-9354
MTA	Bar Feeders	513 772 4004	513 772 4115
NSK America www.nskamericacorp.com	Live Tooling	800-585-4675	800-838-9328
Technical Renovations	Li'l Yankee Bar Pullers	800-299-7773	410-775-7842
Trusty Cook	Spindle Liners	317-823-6821	317-823-6822



Investment Summary

CONTACT PRODIGY SALES FOR MORE INFO

1-866-379-6068

Item	Quantity	Description	Price
Prodigy GT-27	1	GT-27 with 6,000 RPM spindle drive	
		C-Axis capabilities, GE Fanuc electrics (included)	
		GE Fanuc Oi-Mate TC CNC control (included)	
Standard Accessory	4	M-code outputs for air driven power spindles included	
Standard Accessory	1	Auxiliary device connection strip included	
Installation	1	Installation of GT-27 at Customer site (Dealer Supplied)	
Training	1	Training for GT-27 at Customer site (Dealer Supplied)	
Optional Accessory provided by SNK	Parts Conveyor		

Note: All prices are in U.S Dollars (USD) and subject to change.



SNK AMERICA, INC.

Prodigy by SNK General Terms and Conditions

January 18, 2007

- I. Understanding:** Unless otherwise stated by Seller, this proposal and any resulting contract for equipment and services will be subject to the following terms and conditions: Orders submitted in response to this quotation are subject to the following terms and conditions and no agreement or other understanding in any way modifying these terms and conditions, whether contained in Buyer's purchase order or otherwise, shall be binding upon SNK America, Inc., unless reduced to writing signed by an authorized officer of the Seller; and the Seller hereby gives notice of objection to any terms set forth in any other writing which are in addition to or different from the terms set forth in this quotation. Orders submitted pursuant to this quotation shall not be binding upon the Seller until accepted by the Seller at its office.
- II. Prices:** All prices herein quoted are F.O.B. the stated shipping point, and are quoted in U.S. dollars. Prices shall be valid for 30 days from the date of this proposal; thereafter, prices are subject to change without notice at any time prior to acceptance. Any down payment made by the Buyer in connection with the order is nonrefundable in any event or for any reason. Buyer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, levies, charges, or surcharges and other expenses levied by their respective Government agencies applicable to the equipment or services sold under this proposal, whether now in effect or hereafter imposed.
- III. Payment Terms:** Prices quoted are based on the following payment schedule, and unless otherwise agreed to in writing signed by Seller and Buyer, the entire purchase price inclusive of any tax, freight and insurance charges shall be paid by the Buyer in accordance with this schedule. PURCHASE ORDERS MUST BE MADE TO SNK AMERICA, INC.
A. Standalone Machine terms: 10% Upon order placement, 90% Upon delivery, Net 30 days
B. Cells & Systems, Turnkeys, and Multi-machine terms: shall be determined at the time of a complete scope of supply has been established.
All changes to a contract resulting from this proposal will require Seller's written consent, must be covered by a purchase order amendment, will state a firm fixed price, and will be subject to the above payment schedule. Invoices past due are subject to one and one-half percent (1½%) per month interest. Buyer shall refrain from making any unauthorized deductions from payments to Seller.
- IV. Delivery:** Seller shall have the right to select the carrier unless the carrier is designated by Buyer and upon delivery of the goods by the Seller to the carrier, the carrier shall be deemed to be the agent of the Buyer and all risk of loss shall be upon the Buyer. The indicated shipping date represents Seller's best estimate. Actual date of shipment may be dependent upon circumstances beyond Seller's control. Every reasonable effort will be made to effect shipment on time. Seller shall not be liable for any damage resulting directly or indirectly from delay in shipment due to any cause other than Seller's willful neglect. Stock and inventory machines are subject to prior sales and contingent on specific options ordered. Buyer is also responsible for unpacking and erection of equipment after delivery. Supervisory services, however, are available from Seller to help Buyer erect equipment. All necessary measuring and testing instruments and equipment, test work-pieces, tools, and fixtures for machine installation shall be furnished by Buyer.
- V. Force Majeure:** Seller does not assume responsibility for delays in shipment caused by fires, labor disputes, delays and interruptions in and failure of sources of materials, supplies, equipment and labor, war, actions of Government authority, acts of God, unavailability of transportation facilities, or other circumstances not reasonably within Seller's control. Buyer's acceptance of delivery of the equipment shall constitute a waiver of any default due to delivery in shipment.
- VI. Title:** Delivery of equipment to a carrier by Seller, consigned to you or as you may direct, shall constitute transfer of title, ownership, possession and property at such point of delivery, and such carrier shall be deemed to be acting for Buyer and the equipment shall thereafter be at Buyer's risk. Buyer herein grants to Seller to secure payment, a purchase money security interest on the equipment covered mutually agreed upon in writing by the parties, and Buyer agrees to execute all documents required by Seller to perfect said purchase money security interests.
- VII. Warranty:** Machine and machine components quoted or furnished hereunder are warranted to be free from defects in material and workmanship under normal and proper usage when owned by the original purchaser for a period of one year from date of F.O.B. shipment. Seller's sole obligation under this warranty is limited to parts and labor for 90 days from date of F.O.B. shipment and parts only from Day 91 to Day 365 from date of F.O.B. shipment. Control warranty shall consist of 2 years parts and labor from F.O.B. shipment. Seller makes no representations as to the year of manufacture of the subject equipment. This warranty will terminate upon change of possession from original purchaser. Notice of any claim must be given to the Seller in writing within 10 days from the date of discovery of such defect. We reserve the right to replace or allow credit at our option if any material is defective. Items purchased by Seller for installation on the equipment will be warranted only by the supplier's warranty. Seller's liability for breach of warranty shall be limited to replacement of defective parts as above provided. In no event shall the Seller be liable for damage to persons or other property or for consequential damages resulting from breach of warranty. SELLER'S WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXTENDS BEYOND THE DESCRIPTION OF THE EQUIPMENT. SELLER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF THIS BUYER IN CONNECTION HEREWITH, SUCH AS LOSS OF PRODUCTION, LOSS OF ANTICIPATED SAVINGS OR ANTICIPATED PROFITS, OR DAMAGES OF ANY THIRD PARTY ASSERTED AGAINST THE BUYER. THE SELLER SHALL IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY THE SELLER IS RESPONSIBLE FOR DAMAGES OF THE PERTINENT ITEM OR ITEMS OF EQUIPMENT.
- VIII. OSHA and Electric Codes:** The equipment covered does not necessarily comply with codes or standards unless specifically quoted, ordered and so accepted. When compliance with OSHA is provided, it is based on Seller's understanding of the construction standards in effect at the time of acceptance only. Complete compliance with OSHA, and particularly regarding point of operation guarding is the responsibility of the Buyer and User and not Seller.
- IX. Performance Data:** Performance and production data, including accuracy, capacity and capability of machines are the Seller's best estimates only and are not guaranteed since they are dependent upon varying future production factors and conditions not within the Seller's control.
- X. Limitation of Liability:** In no event shall Seller be liable for any special, indirect or consequential damages. Further, in no event shall Seller be liable for any damages or other amounts for any reason whatsoever in excess of the purchase price of the equipment set forth in this proposal.
- XI. Patent Indemnity:** Seller agrees to hold Buyer harmless against any claim of infringement of any United States apparatus claim of said patent, provided Seller is immediately notified in writing upon receipt by Buyer of such claim, and Seller is allowed to make changes in the equipment for the purpose of avoiding infringement, it being agreed that the obligation above set out is the only obligation of Seller with respect to any claim of patent infringement.
- XII. Proprietary Information:** The information and material contained in this proposal is proprietary and is submitted in confidence with the condition that it will not be copied or otherwise reproduced and will not be used or disclosed to anyone outside Buyer's company except as authorized in writing by Seller.
- XIII. Installation and Acceptance:** Installation is an option. If opted, machine will be installed and tested per the Seller's installation and testing standards and Buyer agrees to same. Upon completion of installation and testing the machine shall be deemed accepted by Buyer, or upon Buyer's use of the equipment for production, whichever comes first. Upon acceptance, warranty period shall begin.
- XIV. Delegation and Assignment:**
Buyer shall not delegate or assign any duties or claims under the sales order without the Seller's prior written consent. Any such delegation or assignment attempted without the previous written consent of the Seller shall effect, at the option of the Seller, a cancellation of all of the Seller's obligations hereunder.
- XV. Cancellation:** Orders placed pursuant to this quotation and accepted by the Seller can be canceled only with the Seller's consent and upon the terms that will indemnify Seller against loss resulting from such cancellation. Cancellation of any Standalone Standard Machine, Standalone Special Machine, Cells & Systems, Turnkey, Multi-machine order, Accessories, and/or Parts, shall incur a minimum cancellation fee of 10% of the Gross Sales Price.
- XVI. Jurisdiction and Arbitration:** All provisions of this terms and conditions of sale are in all respects to be governed and controlled by the laws of the state of Illinois without giving effect to any choice of law rules. All claims and actions of either party related to and arising out of this sale must be brought in the state or federal courts of the northern district of Illinois, and each party waives any objection on the basis of the forum of such claim or action being the northern district of Illinois, including any objection of forum non-convenience.