

OMAX® JetMachining® Center Proposal **80160/40HP**



FOR

**Recon
Manufacturing Ltd**

February 13, 2008

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Proposal Summary

OMAX JetMachining Center 80160 - 40HP Pump for Recon Manufacturing Ltd.

February 13, 2008

Quantity	Description	Price
1	OMAX 80160 JetMachining Center <ul style="list-style-type: none"> ▪ X-Y table with motorized Z-Axis ▪ MAXJET® 5 nozzle including all necessary high-pressure plumbing ▪ OMAX patented motion control software incorporating Windows® XP software ▪ 600 lb. Abrasive Delivery System 	
1	OMAX P4055V Direct Drive Pump <ul style="list-style-type: none"> ▪ Variable speed 40 hp electric motor for variable output pressure ▪ Pressure safety blow down valve ▪ Charge pump included ▪ No in-rush current upon starting ▪ Pump seals cooling water is recycled ▪ Remote or local control ▪ Very easy access to all components for repair and maintenance 	
1	MAXJET 5 Nozzle Start-up Kit <ul style="list-style-type: none"> ▪ 2 mixing tubes ▪ 1 diamond orifice ▪ 2 orifices ▪ Blue Goop ▪ 100 lbs of abrasive garnet 	
1	Pump Major Rebuild Kit <ul style="list-style-type: none"> ▪ Necessary components required for first dynamic seal change 	
1	Basic Tool Kit OMAX software upgrades Air and Water Conditioning Kit Additional site licenses for OMAX software Three days of on-site Installation Assistance and Basic Operator Training FOB Kent, Washington	Included Included Included Included <u>\$219,000.00</u>

Terms: 10% deposit with order, 70% due at shipment, 20% due Net 30 from invoice date

Quest Drilling Package



OMAX Nozzle Spare Parts Kit, P/N 303485-14	\$ 1,526.00
OMAX Pump Spares Kit, P/N 303283	\$ 1,900.00
5 .030" Mixing Tubes	\$ 675.00
5 .014" Orifices	\$ 175.00
2200 Pounds of Barton Garnet	\$ 660.00
Solids Removal System	\$ 13,000.00
2 ea Terrain Follower	\$ 10,000.00
Reverse Osmosis System with Water Softener	\$ 5,900.00
Tilt A Jet	\$ 39,000.00
2 nd 40 hp Pump	\$ 59,245.00
2 nd MAXJET Nozzle	\$ 13,000.00
2 nd Y Carriage Retrofit Kit	\$ 5,000.00
2000 lb Abrasive Delivery System	\$ 4,000.00
Precision Optical Locator	\$ 1,950.00
2 ea 12,000 BTU Chiller	\$ 10,000.00
4 each Water Jet Brick P/N 202145 (\$35 each)	\$ 140.00
Unlimited Seats of Software	\$ Included
<i>Value of \$2,500-5,000</i>	
Free Software Upgrades for Life of Machine	\$ Included
<i>Value of \$2,500-5,000</i>	
3 Days onsite training included	\$ Included
<i>Value of \$4,000</i>	
1 Day Follow Up training (Pump rebuild and applications)	\$ Included
1 Year Warranty Extension (2 Years Total)	\$ Included
4 day training in Kent, Washington	\$ Included

Package Value **US\$385,171.00**

Package Price to Recon Manufacturing Ltd. ***US\$369,321.00***



OMAX recommends strict adherence to water quality and temperature requirements, as outlined in this proposal, for better performance and optimal operating cost.

OMAX recommends a chiller for all OMAX units when the inlet water temperature exceeds 70°F.

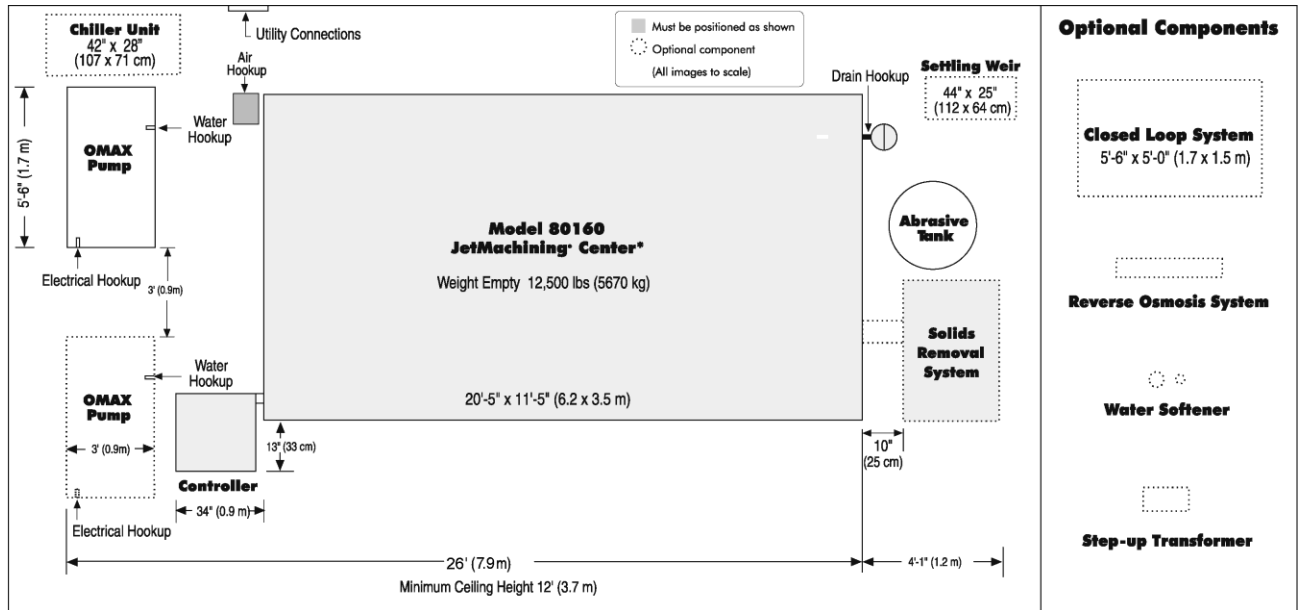
The prices quoted in this Proposal are valid for thirty (30) days from the date listed above. The prices do not include any excise, sales, use or transportation tax imposed by any taxing authority. All prices are quoted in US Dollars.

All insurance, freight and rigging expenses are the customer's responsibility.

Model 80160 Utility Requirements:

System Diagram

The OMAX JetMachining® Center floor plan and optional components are shown to scale as follows:



For personnel, maintenance and utility access, a pathway width of 3' (0.9 m) minimum is recommended around all sides of the machine system. Component position can be altered to suit facility constraints as required.

Available Pump Sizes

- 40 HP – 55,000 psi standard nozzle pressure
- 30 HP – 50,000 psi standard nozzle pressure

Optional System Components

- 2nd OMAX Pump – Add a second cutting nozzle
- Water Chiller – Control temperature of supply water to Pump, thus increasing seal life
- Reverse Osmosis System – Control chemistry of supply water
- Solids Removal System – Automatically remove solids build-up from machine tank
- Closed Loop System – Recirculate and filter supply water
- Settling Weir – Remove solids from drain water
- Abrasive Tank – Increase abrasive delivery capacity
- Water Softener System – Treat hard water conditions
- Step-Up Transformer – Increase utility voltage to 3-phase 460VAC

System Requirements

- **Environment**
50-90 °F (10-32 °C) ambient temperature with 95% or less humidity
- **Electrical Grounding**

The OMAX JetMachining Center is provided with a ground strap that must be attached to a recognized ground.



- **System Electrical**

Pump Supply Voltage: 3 phase 380-480 VAC \pm 10%, 50-60 Hz

Note: Step-Up Transformer is required for 230/208 facility voltage

Pump Supply Power: (Each Pump)

Pump Size	20 HP	30 HP	40 HP
Required Power (kVA)	23.3	32.7	43.2
Required Breaker Size (A), [460/415/380/230/208 V]	40/40/50/70/80	50/60/60/100/12 5	70/80/80/150/15 0
Step-Up Transformer (kVA)	30	45	45/75/50 *

* Required transformer depends on Water Chiller option and 230/208 facility voltage

- **Optional System Electrical**

Component	Required Power (V, A)
Reverse Osmosis System	230/115 VAC, 10/20 A
Solids Removal System	230/115 VAC, 5/10 A
Closed Loop System	115 VAC, 15 A
Water Softener System	115 VAC, 10 A
Water Chiller, 12000 BTU/hr	3 Phase 460/380 VAC, 4/7 A
Water Chiller, 24000 BTU/hr	3 Phase 460/380 VAC, 7/10 A

- **Air Supply**

Pressure: 75-120 psi (517-827 kPa)

Flow: 16.0 cfm (453 l/m) Minimum

- **Water Supply (Each Pump)**

Temperature: 35-70 °F (2-21 °C)

Pressure/Flow:

	Without Reverse Osmosis System	With Reverse Osmosis System
Pressure	40-100 psi (276-690 kPa)	50-100 psi (345-690 kPa)
Flow	1.6 gpm (6.1 l/m) Minimum	3.2 gpm (12.1 l/m) Minimum

- **Water Quality**

pH Level: 6.5-8.5

Impurity Content Limits:

Material	Limit	Material	Limit
Total Dissolved Solids	< 250 ppm	Manganese	< 0.05 ppm
Calcium	< 17 ppm	Chloride	< 100 ppm
Magnesium	< 6 ppm	Sulfate	< 200 ppm
Iron	< 0.3 ppm	Silica	< 10 ppm

- **Drain Flow (Each Pump)**

5 gpm (19 l/m) Minimum

- **Facility Lifting Capacity (LIFT ONLY AT DESIGNATED LIFT POINTS)**

7000 lb (3175 kg) - Shipping crate, Tank, 256" L x 101" W x 90" H (6.5m x 2.6m x 2.3m)

2500 lb (1134 kg) - Shipping crate, Beams, 260" L x 44" W x 23" H (6.6m x 1.1m x 0.6m)

4000 lb (1814 kg) - Shipping crate, Components, 144" L x 44" W x 35" H (3.7m x 1.1m x 0.9m)

2250 lb (1020 kg) - Shipping crate, Pump, 73" L x 50" W x 72" H (1.9m x 1.3m x 1.8m)



650 lb (295 kg) - Shipping crate, Abrasive Hopper, 47" L x 43" W x 64" H (1.2m x 1.1m x 1.6m)



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1 Standard Components

The OMAX 80160 - 40HP Pump JetMachining Center consists of the following:

- X-Y table with motorized Z-Axis
- MAXJET 5 nozzle including all necessary high-pressure plumbing
- OMAX patented motion control software incorporating Windows® XP software
- 600 lb. Abrasive Delivery System
- 40 horsepower variable speed direct drive pump with dual on/off valve

Also included as standard with all JetMachining Centers:

- The **OMAX Technology Guarantee**, entitling the original owner free Layout & Make software upgrades for the life of the machine. Additional CD's of Layout & Make Software for off-line programming free of charge
- Operation, maintenance and instruction manuals and on-line reference
- Drawings of the bareshaft pump assembly, swivel, MAXJET 5 nozzle, dual on-off valve assembly and dump valve assembly
- Quarterly *Insider* newsletter for the machine operator
- Set-up and installation drawings



Model 80160 (shown with optional second nozzle)

- Rigid gantry design utilizing 3-point alignment for ultimate alignment accuracy
- Z-Axis carriage designed to provide high accuracy parts and repeatability
- Eliminates the need for high ceiling requirements

2 OMAX JetMachining Center 80160 - 40HP Pump Specifications

2.1 Accuracy of Motion

Authenticated by Dynamic Renishaw Ballbar Test



Over one foot travel	+/-0.003"	0.08 mm
Repeatability	+/-0.002"	0.051 mm
Squareness	0.002" per foot	0.17 mm/m
Straightness	0.003" per foot	0.25 mm/m
Backlash	0.0007" max.	0.018 mm

(Specs per National Machine Tool Builders Association Standard)

2.2 Computer Control System



Hardware	Dell personal computer using Intel® Pentium® chip, DVD drive, Ethernet network card, modem, USB, Dell extended warranty.
Control Software	Integrated CAD/CAM system with Intelli-MAX® Cutting Enhancements developed by OMAX. Windows® XP-based patented controller.

2.3 Machine Dimensions

Footprint	243" x 134"	6170 mm x 3405 mm
Weight (tank empty)	10,000 lbs.	4550 kg
Height	144"	3660 mm
Operating Weight	35,000 lbs.	15900 kg

2.4 Work Envelope/Cutting Table

X-Axis Travel	168"	4267 mm
Y-Axis Travel	80"	2030 mm
X-Axis Table Size	174"	4419 mm
Y-Axis Table Size	91"	2311 mm

***Optional accessories may reduce travel. Contact OMAX.**

Material Support Slats	4" x 1/8" Galvanized Steel	100 mm x 3 mm
Maximum supported material load	250 lbs./ Square Foot	1220 kg / Square Meter
Machine floor loading (not including supported material)	250 lbs./ Square Foot	1220 kg / Square Meter

2.5 Drive Description

- Closed loop, digital drives
- Brushless servo motors
- Pre-loaded ballscrews with recirculating ball bearings and hardened precision ground ways
- Bridge style Y-Axis
- Single cutting head
- Motorized precision Z-Axis, controlled from software. Provides automatic stand-off and “heads-up” traversing



2.6 Speed

180 inches per minute standard (higher speeds obtainable)

2.7 Electrical Requirements

- | | |
|----------------|---|
| US: | 3 phase 380-480 VAC \pm 10%, 50-60 Hz |
| US: | 208/240 VAC, Step-up Transformer required.
(See Options Section 4) |
| International: | 380-440 VAC, 50Hz, 3-Phase |

2.8 High Pressure Pump With Variable Drive

40 horsepower pump with variable drive, operates at a pressure of 0 to 55,000 psi



Features and benefits when compared to intensifier pumps:

- Less power consumed
- Lower operating costs
- Compact and quiet
- Less water used
- Easy to maintain

2.9 Controller Specifications

The OMAX controller is a standard PC with modifications to allow it to safely control the OMAX. PC hardware changes quickly (processing power doubles every 18 months, for example) and OMAX ships the most current computer available at the time. Therefore, the following are general specifications for the computer.

- Windows® XP based computer, with current Intel processor
- Designed by OMAX specifically for abrasivejet and waterjet machining
- Virtually unlimited programming capacity for long tool paths and complex shapes
- Intelli-MAX cutting model provides the fastest, most accurate tool paths for abrasive waterjets



Typical results when machined with the OMAX MAXJET 5 MiniJet Nozzle

Material: Stainless Steel
Thickness: 1/8"
Length of cutting: 51.22"
Time to Make: 10.3 minutes
Quality: 3



Typical results when machined with the OMAX MAXJET 5 Nozzle

Material: Stainless Steel (304)
Thickness: 1/2"
Length of cutting: 78.30"
Time to Make: 58.4 minutes
Quality: 5

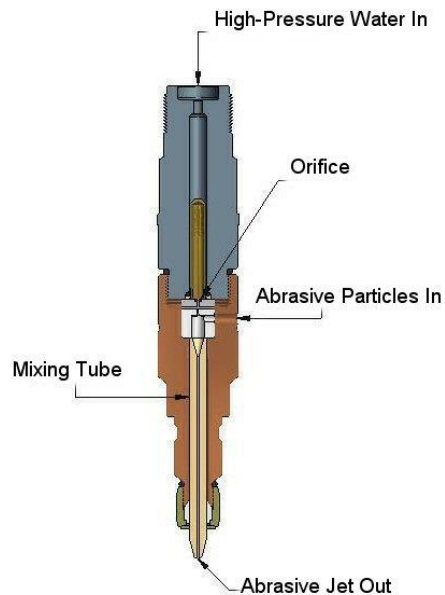
- Built-in array nesting routines that optimize part placement for optimum material use
- Optimal stack height calculator lets you maximize your machine time by stacking materials
- High/low pressure piercing for machining tough/fragile materials
- Automatically gathers machine and part history and statistics, which can be viewed and printed
- Drawing program (Layout) includes abrasivejet and waterjet specific tools
- Tool path fonts are available for lettering and etching part numbers
- Automatic tool path generation, including lead-ins and lead-outs
- Precision time estimation for accurate job costing and reporting
- Online documentation via extensive help screens, built-in video and technical documents
- INTELLI-TRACE™ feature that automatically traces a photograph or bitmapped image and converts it to a Layout drawing.

All software upgrades are free for life to the original owner of the OMAX. Typically, OMAX releases two software upgrades each year. Upgrades are available on CD, DVD or by downloading from the Internet.

Additional site licenses (or "seats") are FREE. You can install the OMAX software on computers in your office, at home, and on your laptop with no charge.

2.10 Abrasivejet Specifications

Orifice	0.010", 0.014", and 0.015"
Mixing Tube	0.021", 0.030", and 0.042" ceramic matrix tungsten carbide



OMAX MAXJET 5 Nozzle

Specifications are subject to change without notice

3 Requirements

3.1 Water Quality is Important

The quality and temperature of the water used by our JetMachining Centers plays a very important role in the life of certain UHP components, such as: the orifice, on/off valves, seals, check valves & plungers. In order to perform high quality cutting, the orifice needs to be able to create a high quality jet that is directed through the center of the mixing tube. In the orifice of the nozzle, water is accelerated to speeds between Mach 2 and 3. Solids in the water can create a multitude of problems for the orifice. These solids can be classified into two groups, dissolved solids and suspended solids. Particles suspended in the water impact the edge of the orifice and can chip it. This results in poor jet quality and subsequently poor cutting capability and lowered mixing tube life. Solids that are dissolved can precipitate out of solution onto the entrance of the orifice. Over time a ring of the precipitate builds up around the orifice. Eventually, a portion of this ring breaks and damages the orifice or disrupts jet quality. The time it takes for this to occur can vary between a few hours to hundreds of hours. If the incoming water temperature exceeds **70 degrees Fahrenheit**, shortened seal life can occur. Premature failure of seals can result in damage to other pump components. In the event the incoming water temperature exceeds **70 degrees Fahrenheit** on a seasonal or regular basis, a chiller will be required.

As part of the installation planning, OMAX will arrange for a water sample analysis. This will be done by an independent commercial water testing company, who can determine the suitability of the water for meeting the recommended maximum mineral levels. If the water quality falls outside these levels, we can recommend appropriate solutions. Water temperature considerations will also be discussed.

3.2 Recommended Water Quality Indicator Levels

Calcium	<17 ppm
Chloride	<100 ppm
Iron	<0.3 ppm
Magnesium	<6 ppm
Manganese	<0.05 ppm
Sulfate (mg/l)	<200 ppm
pH	6.5 to 8.5
Total Silicon (Silica)	<10 ppm
Total Dissolved Solids	<250 ppm



The user is responsible for providing suitable water to the OMAX System, as specifications may be modified from time-to-time, to keep the OMAX Limited Warranty in effect.

Supply Water	Drinking quality water or treated as required must maintain 30 psi in line while flowing one GPM at 70 degrees Fahrenheit or lower
Drain	Max. height 24" above the floor. Sized for five GPM
Fittings	All low pressure fittings are standard garden hose
High Pressure	Uses Std. 3/8" coned tubing (supplied)

Chiller Guidelines

Inlet Water Supply Temperature to OMAX Pump	Chiller Required
Less than 70°F	None
Between 70°F and 85°F	12,000 BTU/HR
Over 85°F	24,000 BTU/HR
All Closed Loop Systems	24,000 BTU/HR

Note: It is the inlet water supply temperature that determines which chiller is required.

Chillers are 460V, 3 PH

3.3 Performance Requirements

The OMAX JetMachining Center will provide capability and ease of use at very high levels of productivity and quality. To assure that the high productivity and quality levels are maintained, OMAX recommends the following to all customers:

- Perform specified preventative maintenance as scheduled
- Maintain an adequate inventory of spare nozzle and pump parts
- Use only high quality garnet, sifted through 80 mesh screens or finer with no grit particles larger than .020" in size
- Equipment is operated by a trained and competent operator

4 Options

4.1 Spares Kits

Nozzle Spare Parts Kit, P/N 303485-14 \$1,526.00

- 1 Spare Nozzle Assembly
- 2 Mixing tubes
- 4 Orifices
- 0-Rings
- Sleeves
- Nozzle Muff
- Tubing
- Filter



Nozzle Spare Parts Kit, Tilt-A-Jet, P/N 303726 \$1,650.00

Pump Spares Kit, P/N 303283

- 2 Minor Rebuild Kits
- 1 Major Rebuild Kit
- 4 Filters
- 1 Plunger
- 1 Extreme Pressure Lubricant
- 1 Lubricant
- 1 Compartment Box



4.2 Electrical

(only required for 208V or 240V systems)

P4055V Step-up Transformer (208V to 460V), P/N 302620 \$ 1,950.00

P4055V Step-up Transformer (240V to 460V), P/N 302281 \$ 1,950.00

4.3 Terrain Follower

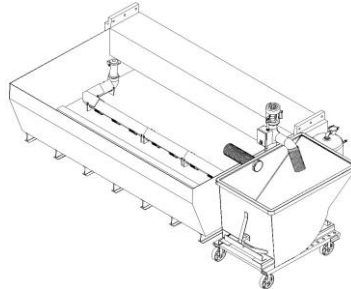
Terrain Follower, Motorized Z, P/N 305125 \$ 5,000.00

Terrain Follower, Tilt-A-Jet, P/N 304884 \$ 5,000.00

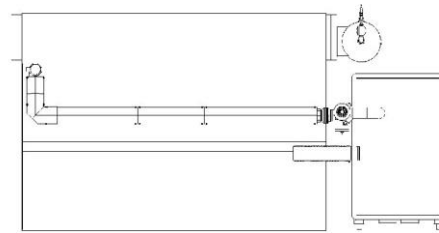
4.4 Solids Removal System

SRS (Solids Removal System), P/N 304048

\$ 13,000.00



OMAX SRS Shown on Model 55100



Top View of Completed Assembly

4.5 Water Treatment Equipment

The type of water treatment needed will depend on the water quality. OMAX will test water sample free of charge.

Air and Water Conditioning Kit, P/N 303109

\$ 1,000.00

Water Softener, P/N 201980

\$ 800.00

Reverse Osmosis, P/N 202729

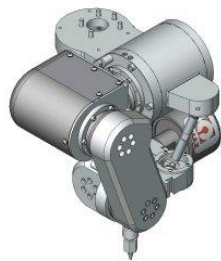
\$ 5,900.00

4.6 Tilt-A-Jet

Automatic taper reduction without any programming or calibration. Improves cutting speed.

Tilt-A-Jet, P/N 303390-3

\$39,000.00



Isometric View



Right Side View

4.7 Nozzles and Accessories

2nd MAXJET 5 Nozzle Assembly with Motorized Z, and
Necessary HP Plumbing, P/N 302997-1
(P/N# 305133 required)

\$ 13,000.00

2nd Y Carriage Retrofit Kit, P/N 305133
(at time of machine purchase)

\$ 5000.00



2 nd Y Carriage Retrofit Kit, P/N 305133 (after machine purchase)	\$ 10,000.00
MAXJET 5 Water Only Nozzle Kit, P/N 303486	\$ 541.00
MAXJET 5 Mini-jet Nozzle Kit, P/N 303606-10	\$ 750.00
Precision Optical Locator, P/N 304548	\$ 1,950.00
Waterjet Brick (4"x6"x48"), P/N 202145 (each)	\$ 35.00
Pump Major Rebuild Kit, P/N 302701	\$ 670.00
2 nd P4055V Operational Pump, P/N 3043326-460 (at time of machine purchase)	\$ 59,245.00
Quick Change HP Assembly, P/N 302985	\$ 7,800.00
Manual Tilt Nozzle, P/N 303522	\$ 2,500.00
Drill Unit Assy., (Motorized Z & Tilt-A-Jet), P/N 303596	\$ 6,200.00
Chiller, 12,000 BTU/HR, 460V, 3 PH, P/N 303824	\$ 5,000.00
Chiller, 24,000 BTU/HR, 460V, 3 PH, P/N 303823	\$ 8,000.00
Weir Tank Assembly, P/N 304060	\$ 1,295.00
Closed Loop System Consumables Start-up Kit, P/N 302726	\$ 1,033.75
Closed Loop System w/24,000 BTU/HR Chiller, P/N 304377	\$ 23,000.00
Closed Loop System w/24,000 BTU/HR Chiller, 2 OMAX Pumps	Contact Factory
Deluxe Tool Kit for OMAX Pumps, P/N 303740 (2-week lead time)	\$ 1,000.00

5 Training Programs

Basic Operator Training, On-Site, (Typically 3 days)	\$ 800.00,
Software	per day plus travel
➤ Software Overview	expenses, air, car,
➤ Basic machine configuration and operation	hotel, & food
➤ Maintenance Overview	
Hardware	
➤ Basic pump rebuilds	
➤ Dual On/Off rebuilds	
➤ Hard plumbing installation	
➤ Nozzle rebuilds	
➤ Cutting up to 2" thick	
➤ Cutting standard material	
 Advanced Operator Training, On-Site (Training duration dependent on categories requiring training – Contact Service Department for information.)	 \$ 800.00 per day plus travel expenses, air, car,

Software

- Special applications
- Very thick applications (greater than 2")
- Scanning drawings
- Orifice/Mixing Tube combinations
- Cutting with high abrasive flow rate
- Cutting inlays
- Terrain following software

hotel, & food

Hardware

- Weir System installation & operation
- Precision Optical Locator operation
- Tilt-A-Jet operation
- Drill operation

Customer 4-Day Training conducted at OMAX Corporation, Kent, WA \$ 500.00

OMAX Annual Service Visit (3 Days), P/N 302292 \$ 6,500.00
Included in this package is:

- Replace belts and filter
- Rebuild and upgrade (when applicable) the OMAX pump, includes one Seal Rebuild Kit and Check Valve Repair Kit, plus inspection of the bearings and plungers
- Inspect and grease ball-screws, pulleys and fittings
- Calibrate the V pump
- Rebuild both swivels include Swivel Rebuild
- Replace all high-pressure tubes, collars, collets, gland nuts and fittings
- Install the latest version of OMAX software
- Hands-on training
- Technician's travel, hotel, rental car and per diem

6 Software

OMAX Software Upgrades
Additional OMAX software licenses (seats)

FREE
FREE



The OMAX Technology Guarantee entitles you, as the original owner, to free OMAX software upgrades for the life of the machine

7 Terms of Sale

10% deposit with order, 70% due at shipment with balance of 20% due Net 30 from invoice date. Contact factory for delivery.

8 Freight and Taxes

FOB OMAX Corporation, Kent, Washington, USA. All freight, delivery, sales, use, occupation, license, excise, property and similar taxes shall be the responsibility of the Purchaser.

9 Installation Support

OMAX will provide the following services during and after installation of the JetMachining Center:

- An OMAX Field Engineer will review the installation as necessary to make sure that all electrical, plumbing, and other connections are correctly and securely made
- The Field Engineer will level and align the machining table
- The Field Engineer will do the initial startup of the OMAX and make sure it is working properly
- OMAX will provide three days of on-site installation assistance and training to customer personnel in machine operation and maintenance. Training will include instruction on using the software and proper operation of the JetMachining Center.
- Additional training may be required for advanced software & hardware features and functionality. This training can be conducted on-site or at the OMAX factory (see Section 5 for fee schedule).

The Basic Operator Training **requires** that operators must have the following fundamental skills prior to OMAX training:

- Basic knowledge of Windows Operating System
 - Directories and folders
 - Copying and transferring files
 - Minimizing screens
- Basic mechanical skills
- Basic CAD operation
- Ability to lift 75 lbs.



10 Domestic Service Agreement Offerings

Level 1	\$ 1,500	An OMAX technician will visit your facility for 8 hours to assist you with a scheduled pump rebuild and assist your staff with specific machine operation and applications advice.
Level 2	\$ 3,500	An OMAX technician will visit your facility to assist you with a scheduled pump rebuild and spend 8 additional hours with your staff supplying operation and applications advice. Additionally, you are entitled to a discretionary scheduled 12 hour service call .
Level 3	\$ 5,000	An OMAX technician will visit your facility to assist you with a scheduled pump rebuild and spend 8 additional hours with your staff providing specific machine operation and applications advice. Additionally, you are entitled to a discretionary scheduled 12 hour service call and a scheduled 8 hour service call .
Annual Service Program	\$ 6,500	An OMAX technician will visit your facility once to assist you with a comprehensive maintenance inspection, including replacement parts and 30 hours of labor . See <u>Annual Service Program flyer</u> for more details
Table Recertification	\$ 2,500	An OMAX technician will visit your facility once to provide you with a Field Recertification of your OMAX table, specifically squaring the X and Y axis and laser calibration of the ball screws.
Comprehensive Offerings	\$ 9,000 \$ 10,350	One Year Maintenance Contracts: Combine an Annual Service Program with a Level 3 or Level 4 contract and receive a 10% discount : Level 2 with Annual Service Program Combo Level 3 with Annual Service Program Combo

Notes: All discretionary and scheduled service calls require a 2 week notice. All parts required are the responsibility of the customer and will be invoiced separately, except as included in the Annual Service Program terms. Travel and living expenses are included with each contract offering. OMAX standard terms and conditions of sale apply.



11 Two Year Limited Warranty

OMAX Corporation (“OMAX”) warrants its OMAX® JetMachining® Center and all components of its manufacture (the “Products”), to be free of defects in workmanship and material for a period of two years from the date of shipment or 4,000 operational hours, whichever comes first. This warranty covers all machinery and electronics equally, however, it does not include wear parts and consumable parts such as seals, valves, abrasive-jet nozzles, mixing tubes, orifices, high-pressure hose or high-pressure pump components. Further, Buyer is strongly cautioned that poor water quality and high inlet water temperature will significantly affect operational life of Products. This warranty specifically excludes coverage of any claims for the effects of corrosion, erosion, adverse water conditions and temperature, normal wear and tear, or component failures caused by (i) accident, (ii) negligence, misuse, improper installation or abuse, or (iii) unauthorized repair or alteration, or failure to maintain the OMAX JetMachining® Center that contains the affected components in accordance with the technical bulletins and specifications provided by the OMAX.

All labor is the responsibility and expense of the Buyer. The liability of OMAX under this warranty is limited, at OMAX’s exclusive option, solely to repair or replacement with equivalent items or refund of the purchase price upon return of the subject nonconforming Product. Replacement parts may be either new or reconditioned, at OMAX’s option. Freight charges, brokerage charges, duties and taxes for return of parts and for parts or components provided by OMAX under this warranty, will be the responsibility of the Buyer. This warranty is conditioned upon (a) OMAX being notified in writing by Buyer within 30 days after discovery of defects; (b) the return of presumed defective components to OMAX within 30 days of notification, transportation charges, brokerage charges, duties and taxes prepaid by Buyer, and (c) OMAX’s examination of such components disclosing to its satisfaction that such defects were not caused by negligence, misuse, improper maintenance, abuse, improper installation, accident, or unauthorized repair or alteration. Accessories or equipment manufactured by others but furnished by OMAX shall carry the warranty conveyed by the manufacturer to OMAX, which may be passed on to the Buyer. The original warranty period of any component that has been repaired or replaced by OMAX shall not thereby be extended.

OMAX will indemnify Buyer for any damages and costs finally awarded against Buyer on the grounds that a Product, (but not any items manufactured by third parties), infringe any valid United States patents or copyrights of any third party, provided that Buyer notifies OMAX in writing of any such claim within ten days after learning thereof and that Buyer gives OMAX full control over the defense and settlement of the claim, and fully cooperates with OMAX with respect thereto. If any such claim is brought or appears to OMAX likely to be brought, OMAX may at its option replace or modify the Products to make them non-infringing, or refund to Buyer, upon return of the Products at issue, the price paid therefor, less twenty percent for each year which has passed since the date of delivery hereunder. Buyer shall discontinue all use of any portion of the Products that has been replaced or modified or for which a refund has been tendered. OMAX’s obligations hereunder shall not apply to any claim based on: i) OMAX having followed Buyer’s specification or requests; ii) the use of Products to practice a process not recommended by OMAX, or iii) in conjunction with items or modifications not supplied by OMAX, and the Buyer shall similarly indemnify OMAX with respect to such claims. **THE FOREGOING STATES OMAX’S SOLE RESPONSIBILITY AND BUYER’S SOLE REMEDY FOR ANY INFRINGEMENTS OF PROPRIETARY RIGHTS.**

OMAX MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL OMAX BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, DELAYS OR LOST PROFITS OR SAVINGS RELATED TO THE PRODUCTS, THE USE OR LOSS OF USE THEREOF, THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY OMAX, OR OTHERWISE, EVEN IF OMAX IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. BUYER’S RIGHTS AS STATED HEREIN ARE ITS EXCLUSIVE REMEDIES.

Buyer agrees that regardless of the form or action, whether in contract or tort, including negligence, OMAX’s liability for damages hereunder or otherwise with respect to the Products or their use shall not exceed the total sum paid by Buyer to OMAX for the Products causing such damages. (R/01/01/07)