



QUOTE

Page 1 of 1

BANNER-DAY
1840 N. MICHIGAN AVENUE
SAGINAW, MI 48602
PH: (989) 755-0584 FAX: (989) 755-1309
www.banner-day.com

Order Number: 0014734
Order Date: 12/6/2019
Customer Number: 0001003
Terms: NET 30 DAYS

Ship To:

BIMBO BAKERIES USA
53075 FREDERIC DR
ELKHART, IN 46514

1

1

Item Number	Item Description	U/M	Ordered	Shipped	B/O	Unit Price	Amount
*PWR SUP CABLE	H6E POWER SUPPLY CABLE ONLY, WITH SWITCH, 10'	EACH	1.00			41.000	41.00
<p>LEAD TIME: SHIPMENT APPROX. 1-2 DAYS AFTER RECEIPT OF ORDER</p> <p>SHIPPING: IN ADDITION</p> <p>VISA OR MASTERCARD ACCEPTED. A 4% CREDIT CARD SURCHARGE WILL APPLY TO INVOICE TOTAL IF PAID WITH A DEBIT OR CREDIT CARD</p>							

NEW!! A 4% Surcharge will apply to Invoice Total if invoice is paid with a Debit or Credit Card

NOTES: \$50.00 MINIMUM PARTS ORDER

Special order items are not eligible for return.

Net Order: \$ 41.00

Sales Tax: 0.00

WEIGHT: _____ PACKED BY: _____

OF CARTONS: _____ DATE _____/_____/_____

Invoice Delivery: e-Mail



Terms & Conditions of Sale

1. Prices are subject to change without notice at any time prior to purchase order acceptance by Seller.
2. Quotations outstanding over 30 days are withdrawn absent written agreement signed by Seller.
3. All purchase orders received by Seller are offers, based on quotation, to purchase and the only acceptance is in writing signed by Seller at its home office in Saginaw, Michigan USA.
4. Orders for standard equipment or equipment not yet fabricated may not be cancelled after acceptance by Seller without written agreement signed by Seller and payment of reasonable costs incurred as determined by Seller. Orders for special equipment or specific to customers design needs may not be cancelled.
5. Equipment may not be returned for credit without written agreement signed by Seller and payment of reasonable costs incurred as determined by Seller. Buyer must prepay all transportation charges relating to return equipment.
6. Federal, state and/or local taxes are not included, unless specifically stated hereon and are the responsibility of the Buyer. Applicable taxes shall be added unless Buyer certifies exemption.
7. Terms of payment are net 30 days on approved credit. These standard terms of payment apply unless contrary terms are stated hereon. A 4% Surcharge will apply to the Invoice Total for Invoices paid with a Debit or Credit Card.
8. All quotations and acceptances of Buyer's Purchase Order and all sales are F.O.B. point of shipment. Freight is not included unless it is specifically identified hereon. Risk of loss and title to all equipment shall pass to Buyer upon delivery to the carrier. Seller shall not be liable for loss, shortage or damage in transit. The Buyer as consignee must file all claims for transit loss with the carrier.
9. Buyer's claims for shortages or errors prior to shipment, or errors in charges under the quotation or acceptance, must be forwarded to Seller within thirty (30) days after receipt of goods for resolution by written agreement of Seller or same are waived.
10. Seller does not guarantee to ship within the time promised but shall use its best efforts to meet any shipment dates. Further, Seller is not responsible for delays in shipment, resulting from causes beyond its control and shall not in any event be liable for any costs resulting from failure to ship as promised or any shipment delays.
11. All goods are sold subject to any express warranty of the manufacturer from whom Seller purchased any such equipment. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE or arising by statute or otherwise in law or from a course of dealing, performance or usage of trade. There are NO WARRANTIES by Seller beyond the description hereon. Further, there are no CONSEQUENTIAL and/or INCIDENTAL DAMAGES.
12. A. Any controversy or claim arising out of or related to any transaction associated with this document, including, without limitation, the breach thereof, shall at Seller's sole discretion and selection either be (a) settled by litigation in a court of law venued in the appropriate state or federal court in and for Saginaw County, Michigan, which court the Seller and Buyer agree has jurisdiction over and is the most convenient forum for the resolution over said dispute; or (b) **be settled by arbitration** venued in Saginaw County, Michigan in accordance with the *Commercial Arbitration Rules* or if appropriate the *Construction Industry Arbitration Rules of the American Arbitration Association* and judgment rendered upon the award may be entered in any court having jurisdiction thereof.

B. The laws of the State of Michigan shall govern the rights and duties of Buyer and Seller.

C. No cause of action or suit on any theory related to any transaction associated with this document shall be maintained by Buyer including but not limited to claims for damages, breach of contract, business losses or specific performance, unless filed within one (1) year as a STATUTE of LIMITATIONS after the final delivery of equipment or services hereunder.

D. If buyer supplies the design of equipment or services, it agrees to defend, indemnify and protect Seller against any and all claims, suits or liabilities (including actual attorney fees and costs) for personal injury, property damage, loss of product, loss of profit or loss of business sustained by any person or property, including Buyer and Buyer's employees, allegedly arising out of or connected to the design, warning or instructions pertaining to the equipment or services supplied or rendered by Seller hereunder. If this agreement is determined to be governed by MCL 691.991 or similar statutes of other jurisdictions, Buyer shall not be required to defend, indemnify and protect Seller for the sole negligence of Seller. Buyer further agrees it shall not assert any worker's compensation liens against Seller and hereby expressly waives any such liens as to Seller.