



Proposal for
Blame it on the Rain Co.
Milli Vanilli

We Sell Everything

Order Number: SQC000002_1

Date: 10/16/2013



Proposal for Milli Vanilli

Blame it on the Rain Co.
1 Infinity Rd
Columbus, OH 43240

We Sell Everything
8760 Orion Place
Columbus, OH 43214

Dear Milli Vanilli,

At BD Manufacturing, we are focused on producing quality equipment that delivers the productivity, return on investment and cost-effectiveness that today's value-conscious customers demand. BD's Products feature a competitive cost structure and deliver long-term value and outstanding performance. BD markets more than 50 diverse and well-respected brands, which cover a broad range of equipment for all markets.

I am pleased to present this quotation for the Equipment manufactured by BD Corporation.

BD products are rugged and durable. Every piece of equipment we sell is designed to increase your productivity, boost your bottom line and deliver unmatched value. BD meets more needs than any other manufacturer. We have you covered.

Please let me know if you have any questions or would like further details.

Best regards,

Dealer Dealer

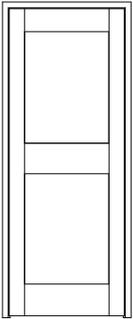
Dealer Dealer





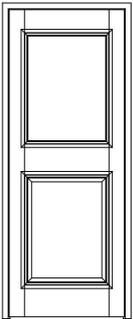
Line #	Part Number	Quantity	Unit Price	Extended Price
1	Wood Door	1	339.00	339.00

Wood Species: Cherry
Stain Color: Cider
Door Style: Square Panel, Square Top
Thickness: 1.375
Width: 30.00
Height: 80.0
Top Panel: Flat Panel
Bottom Panel: Flat Panel



2	Wood Door	1	339.00	339.00
---	-----------	---	--------	--------

Wood Species: Cherry
Stain Color: Cider
Door Style: Square Panel, Square Top
Thickness: 1.375
Width: 30.00
Height: 80.0
Top Panel: Flat Panel
Bottom Panel: Raised Panel

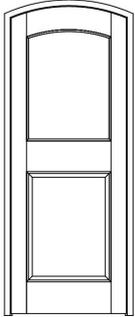


3	Wood Door	1	439.00	439.00
---	-----------	---	--------	--------



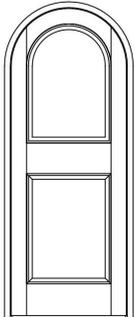


Wood Species: Cherry
Stain Color: Paprika
Door Style: Arch Panel, Arch Top
Thickness: 1.375
Width: 30.00
Height: 80.0
Top Panel: Flat Panel
Bottom Panel: Raised Panel



4	Wood Door	1	489.00	489.00
---	-----------	---	--------	--------

Wood Species: Cherry
Stain Color: Paprika
Door Style: Radius Panel, Radius Top
Thickness: 1.375
Width: 30.00
Height: 80.0
Top Panel: Raised Panel
Bottom Panel: Raised Panel



Total Amount: 1606.00





Terms and Conditions

**-- USA and CANADA --
(New Equipment)**

Standard terms of payment are 40% with the order, 40% due 30 days prior to scheduled ship date, balance net 30 days after shipment. If the financial condition of Buyer at any time does not justify shipment on the terms of payment originally specified, BD may require full or partial payment in advance and may defer shipment and, in the event of bankruptcy or insolvency of Buyer, BD shall be entitled to cancel any order then outstanding and shall be entitled to reimbursement for all costs and expenses theretofore incurred, plus incidental and consequential damages. Prices are net and not subject to any trade or other discounts (unless expressly set forth herein). Prices are exclusive of all local, state and federal taxes, and import duty and brokerage fees that may be imposed hereon.

Buyer agrees to indemnify, defend and hold harmless BD from and against any and all claims for relief, rights or causes of action whatsoever arising from or relating to damages or personal injuries where such damages or personal injuries arise from or relate in any way to the use of any Equipment being purchased pursuant hereto. To the extent necessary to give full and complete effect to this agreement to indemnify, Buyer, for itself and for its agents, successors and assigns, specifically and expressly waives whatever immunity from liability it might be afforded under Section 35, Article II of the Ohio Constitution, Ohio Revised Code Section 4123.74 and any and all other immunities afforded by constitutional provisions, statutes, and common law principles currently recognized or that may from time to time be recognized in Ohio and all other states throughout the United States.

BD will not be responsible for any shipment shortages unless a report is received in writing within 72 hours of equipment arrival at initial shipping destination.

BD shall not be responsible for reasonable or excusable delays, nor shall Buyer refuse to accept delivery because of such delays.

In the event of such delays, the date of delivery shall be extended for a period equal to the time lost by reason of such delays. Due to lack of availability of some purchased items, BD reserves the right to make substitutes and ship the goods without specified items, in order to prevent delivery delays.

All delivery dates are estimates only and are subject to revision at the time of order or after order is in process.

If Buyer defaults in the performance of any of its obligations hereunder, or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, then BD may treat any unpaid balance of the price to be immediately due. This proposal and its terms are automatically withdrawn 30 days from date of issuance.





Warranty Information New Equipment

A. GENERAL PROVISIONS – The warranties described below are provided by the BD Manufacturing Corporation (“BD”) to the original purchasers of new Commercial & Consumer Equipment from BD or authorized BD dealers. Under these warranties, BD will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center authorized by BD to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by BD. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer’s or service center’s place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below.

B. WHAT IS WARRANTED – All parts of any new BD product, except products which are warranted under separate documents provided with each product, are warranted for the number of months or operating hours specified below. BD Portable products are covered by a separate warranty. Warranty statements required by law covering emission-related parts and components are found in the Operator’s Manual delivered with the equipment.

EQUIPMENT	WARRANTY TERM
1) Commercial Equipment	36 Months
2) Consumer Equipment	24 Months
3) Parts and Components	12 Months

C. WHAT IS NOT WARRANTED – BD IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Products; (2) Any product that has been altered or modified in ways not approved by BD, including, but not limited to, setting injection pump fuel delivery above BD specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident; (4) The UATV if used for racing or any other competitive activity; (5) Normal maintenance parts and service.

D. SECURING WARRANTY SERVICE – To secure warranty service, the purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.





Proposal for Milli Vanilli

E. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES – COMMERCIAL & CONSUMER EQUIPMENT – To the extent permitted by law, neither BD nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER’S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE BD COMMERCIAL & CONSUMER EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, BD OR ANY COMPANY AFFILIATED WITH BD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

F. NO DEALER WARRANTY – The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of BD, or to modify the terms or limitations of this warranty in any way.

G. If further information is desired, contact your selling dealer.

