

## Statements and Clarifications:

Proprietary Information - Magnum's proposal(s) or bid(s), including any financial or business information about Magnum, and all technical information, data, specifications, plans, designs, drawings, know-how and ideas submitted by Magnum in connection with said proposals(s) or bid(s) are deemed confidential proprietary information belonging solely to Magnum (collectively, the "Information"). Buyer agrees to treat all said Information confidentially and to take reasonable precautions against disclosure of said Information to third parties. Buyer further agrees that the Information shall be used by Buyer, and no one else, for the limited purpose of evaluating Magnum's proposal(s) or bid(s). Any other use of the Information is strictly prohibited.

A recommended Spare Parts List (SPL) is not included with this proposal. A complete listing of all parts with their corresponding Magnum Part Number and current pricing is typically not provided until all approval drawings are returned and the project is through final engineering. This allows for the SPL to reflect the final equipment design and features.

Any required transition pieces between Magnum-supplied equipment and customer equipment to be supplied and installed by customer. The design, engineering, installation hardware, and erection of all structural supports required by Magnum-supplied equipment, to be supplied by others. Service platforms, unless specifically called out in the equipment list, are not included. It is the responsibility of the Customer to make sure existing structures will adequately support the proposed equipment.

Acceptance of a purchase order would be with the understanding that Magnum be permitted, if they deem it advisable, to run conveying tests on the specific products the Customer will be using in his plant, and for which the system is to be designed. No charge will be made for running the tests, unless otherwise noted, but it is expected that sample would be shipped freight prepaid.

Equipment manufactured by or supplied by Magnum is designed to meet general safety standards; but Magnum does not guarantee full conformity to OSHA requirements because of the significant bearing of such factor as installed location, surrounding equipment, and proper installation and operation of equipment.

Unless called out otherwise above, Magnum equipment will have a finish coat of Magnum blue paint on the exterior; interiors of bins and hoppers will be unpainted. Exceptions are: conveying lines, which will be unpainted; aluminum and stainless steel, which will be unpainted; buy-out parts shipped direct from vendors to avoid duplication in shipping costs, which will conform to manufacturer's standard, usually one coat of primer.

If equipment only is purchased (without installation), performance warranty is valid only if system start-up and checkout are performed by or under the supervision of a Magnum Engineer. These services are available at the rate of \$1,000 per day (continental U.S.), plus round-trip airfare and living expenses. These charges will apply to total time spent by the Service Engineer away from Magnum's plant, including travel time. Charges will be figured to half day, everything over four hours being charged a full day. Refer to Magnum's service rate sheet for details.

If Magnum Systems does not provide system start up and training during the commissioning of the equipment, then the only warranty item that can apply is our standard workmanship warranty as stated in our standard terms and conditions.

If Magnum Systems is contracted to provide system start up, commissioning, and training, Then Magnum Systems accepts not only the standard workmanship warranty, but also a performance guarantee for rates and/or accuracy depending on what is agreed to in the engineering documentation and drawings. If Equipment or programming has to be modified to achieve this performance guarantee, Magnum Systems will discuss these changes/modifications with the customer and agree to a course of action and anticipated time frame for the repairs and re-commissioning. If any system changes/modifications are being considered to correct the situation, the customer or contractor must give Magnum the opportunity to approve any such work in advance. Magnum will not accept back charges without prior approval.

Magnum Systems does not accept charges for or responsibility for consequential, contingent or incidental damages such as, but not limited to, charges for freight costs, plant shut down costs, loss of production, loss of profits, etc.

### DIVISIONS:



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