Ivins City Staff Report
City Council Meeting 9/21/23

Agenda Item: Approve expenditure of new Vacuum Cleaning and Excavation Truck

Submitted by: Charles Gillette, P.E. Public Works Dir/City Engineer

Recommended City Council Action: Approve expenditure of $549,280.90 for Vacuum Cleaning and Excavation Truck

BACKGROUND:

Vacuum trucks have become an integral part of the Public Works Department's ability to keep the water, storm drain and sewer system maintained. The trucks are capable of both cleaning sewer manholes, storm drain inlets and manholes, sewer pipelines as well as being huge timesavers in the repairing of water leaks since they can excavate a deep hole in a matter a minutes. These trucks make the crew extremely efficient at repairing water leaks. A leak that used to be repaired by digging with a backhole in about one and a half days, is now completely repaired in about three to four hours.

Since 2012, Ivins City and Santa Clara have shared two trucks. This equipment sharing agreement has been useful for the past 11 years as the two cities could split the costs of this expensive equipment. However, both cities have grown enough that the sharing agreement is not as necessary as it was before as the existing trucks are starting to age.

Ivins City is especially interested in owning its own truck, since Santa Clara's usage of the trucks exceeds Ivins even though Ivins City owns 58.3% of the existing trucks and pays the same percentage for the maintenance expenses.

Per the agreement, Ivins City may exit the agreement with a written notice and then Santa Clara would have to either buy out Ivins based on market value or sell both trucks and split the proceeds. Santa Clara is aware of Ivins intent to exit the agreement and if they do decide to buy out Ivins, they would make that payment July 1, 2024.

Ivins City and Santa Clara would continue to deliver mutual aid when needed in the event of a truck being out of service.

FINDINGS AND ANALYSIS:

Ivins City has researched various brands of replacement trucks based on references from other local municipalities and our own experience with the existing trucks, staff has determined that the most reliable brands with the best features that are needed are Vactor and Vacall. We have requested bids from both companies which are attached to this report.

- Vacall Truck Bid: $549,280.90
- Vactor Truck Bid: $543,133.03

Ivins City staff is requesting that we purchase the Vacall Truck. Both trucks are great trucks and the prices are very close with the Vactor Truck being $6,000 less. The greatest advantage of the Vacall Truck is that with it being a demo model, the truck is built, tested, and demonstrated to be working well. It could also be delivered immediately. The Vactor Truck bid is listed with a 12 month delivery time, and if history repeats on these type of purchases, it could easily slip to be a 18 month delivery time, which, makes the Department nervous considering the slipping reliability of the existing trucks.

SUPPORT MATERIALS:

- Bid Vacall Truck
- Bid Vactor Truck

FINANCIAL IMPACT:

This purchase is less than the amount approved in the budget: $549,280.90 (budget is $635,000)

Water Fund, 51-4274.0: 35%
Sewer Fund, 52-4274.0: 60%
Storm Drain Fund, 53-4274.0: 5%

Respectfully Submitted:

Charles Gillette, Public Works Dir/City Engineer

Content Review:

Dale Coulam, City Manager

AJV 1215

Quote Date: 4/27/2022

Quote: 17818
PWO:
Sales Order:
Estimated Ship Date:

Buyer: Neverest Equipment

6681 Colorado Blvd, Unit 5
Commerce City, CO 80022
USA

Ship To: Neverest Equipment
6681 Colorado Blvd, Unit 5
Commerce City, CO 80022
USA

Customer: DEMO UNIT SPEC IVINS CITY - MALLORY
Customer PO:

Supplied By: Vacall Supplied
Chassis Description: Vacall Supplied, New, Freightliner, 450 HP, Auto, No BOC, Non-CARB, H2
Chassis Make: Freightliner
Chassis Model: 114SD/SFA
Chassis Year: 2023
Chassis VIN#:
GVW: 66,000

Chassis Arrival Date:
Chassis Paint Code: L0006EB White Elite BC ; 14405143
Spec Code: H2 23 1 282" WB 198" CA
HP: 450 @ 1625 RPM
Vacall Part#: 2130080176

Transmission: Allison 4000 RDS Automatic 6-Speed
Engine Model: Detroit DD13 12.8L 450 HP

Model	Quantity	Description
AJV 1215	1	12 CUBIC YARD/1500 GALLON
Chassis		
_____	1	Electric Back Up Alarm
_____	1	Fenders
_____	1	Mud Flaps Behind Rear Tires
_____	1	Rear Dot Under Ride Protection (Bumper)
_____	1	Tow Hooks - Front
_____	1	Factory Mounting Tandem Axle
_____	1	Tow Hooks - Rear
Chassis Prep Charge	1	Chassis Prep Charge
Paint		
_____	1	Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black
_____	1	Air/Water Separator Exterior Only Powder Coated Black
_____	1	Debris Tank Galvanized With The Supreme Finish(**LIFETIME WARRANTY**)
14405143	1	Powder Coat Unit Gradall STD White Dupont N0006 Pt#14405143 (Excludes Cab / Chassis)
Power Module		
_____	1	Direct Drive For Vacuum Pump
_____	1	Hydraulic Temp / Level Sight Eye
_____	1	Shut-Off Valve(S) On Suction Side
_____	1	Transfer Case
_____	1	Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Omsi Tc For Hydraulic Functions
_____	1	Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi (115 HP Max)
_____	1	Platform And Steps On Power Frame
_____	1	Transfer Case Remote Sight Glass And Fill
Debris Tank		
_____	1	Single Hoist Cylinder
_____	1	Stainless Steel Float Ball Shut-Off
_____	1	Tailgate Power Up / Down, Hydraulic Locks
_____	1	Single Debris Body Safety Prop
_____	1	Single Rear Door Safety Prop
_____	1	Carbon Steel Splash Shield
_____	1	Float Level Indicator With Stainless Steel Ball
_____	1	Ground Level Grease Fitting For Float Level Indicator
_____	1	Ground Level Grease Fitting For Hoist Cylinder

	1	Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly
	1	Internal Tank Flusher-Full Flow
	1	Carbon Steel Float Ball Cage
Debris Tank Decant		
	1	6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket
	1	3" Decant Line (Clear Hose) To Front With Valve At Bumper
	1	4" Valve On Sludge Pump Inlet - Brass Slide Gate
	1	6" Drain Valve - Brass Slide Gate
	1	6" Male Camlock On Decant Valve With Camlock Cap & Lanyard Also Includes 6" Layflat Hose With Camlock
	1	Decant Port Screen (Standard)
	1	Sludge Pump Port Screen (Standard)
	1	Sludge Pump System On Rear Door 4" Hydraulic (710 Gpm@10' Head)
Water Tank		
	1	4" Air Gap Water Tank Fill
	1	Water Tank Electronic Level Indicator In Front Control Panel Display
	1	2-1/2" Y-Strainer On Fill Line
	1	Anti-Splash Valve
	1	Sight Level Tube On Passenger Side Water Tank
High Pressure Water System		
	1	Drain Valve In Water Pump Supply Line
	1	Pressure Relief Valve
	1	Strainer On Water Pump Inlet (Not Used On Recycler Models)
	1	Valve On Water Pump Inlet
	1	Water Distribution Manifold (Centrally Located)
	1	87 G.P.M./2000 PSI -120 HP
	1	Cold Weather Recirculation - Without Recycler
	1	Drivers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)
	1	Air Purge System
	1	Hxx System W/Independent Water Pump 10 GPM 3000 PSI Inc. 1/2" X 50' Spring Rewind Hannay Hose Reel W/ 50' Of 1/2" Hose Pistol Grip Style Hand Gun W/Lance Nozzle.
Vacuum System		
	1	Cyclone Separator With Drop Box Clean Out
	1	Carbon Steel Strainer Basket In Cyclone Separator
	1	8x24 Vac Pump 4000CFM@ 18"HG (245"H20) 200HP @ 2470 RPM With(2) Vac Relief Valves
	1	2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer
	1	2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box
	1	Air Operated 4" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant
	1	Add AEII Blower Inlet Filter Housing To Air Water Separator Includes Stainless Steel Final Filter Strainer
Boom		
	1	Front Mounted Hydraulic Boom (180 Degree Rotation)
	1	Hydraulic Extending Boom
	1	Extra Heavy Duty Steel Elbow
	1	Remote Grease Fitting For Boom Rotation And Extension
Hose Reel - Main		
	1	Direct Drive Hose Reel
	1	Hydraulic Hose Reel Tilt (Electric Over Hydraulic)
	1	Reel Pivot-180 Degree With Air Brake
	1	Front Reel With 800' Capacity (1" Hose)
	1	Automatic Level Wind
	1	Digital Sewer Hose Footage Counter Displayed At Operators Station
2190300007	1	Hose Tensioner Air Operated
	1	Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel
Operator Controls		
	1	Blower Hourmeter (At Front Control Panel Lcd Display)
	1	Boom Control Joystick Recessed For Protection
	1	Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication
	1	Emergency Stop
	1	Hydraulic Pressure Gauge
	1	Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover That Exceeds Nema 4 Ratings
	1	Tachometer / Hourmeter On Color LCD Display Module

_____	1	Throttle Control At Hose Reel Control Panel
_____	1	Transfer Case Shift Controls In Cab
_____	1	Two Channel Camera System With 7" Swivel Color LCD Monitor
_____	1	Vacuum Gauge On Color LCD Display Module
_____	1	Water Pressure Gauge On Color LCD Display Module
_____	1	Water Pump Hourmeter (At Front Control Panel Lcd Display)
_____	1	Water Pump On/Off Switch
_____	1	Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.
_____	1	Water System Controls In Addition To Recycler To Be Fully Automated Including
Custom5670		Handgun Circuit Not Including Winterization.
Custom5760	1	Belly Pack Wireless like 2130170045
Custom5668	1	Fully automatic controls for hydraulic system controls - Ref. 3046. Hydraulics only not water system
_____	1	Blower Temp Gauge & Connection To Air Operated Relief Valve
_____	1	Boom, Body And Tailgate Aux. Hydraulics (Powered By Hose Reel Power Pack)
_____	1	Camera System - Two Channel 7" Swivel Colored LCD Monitor With (1) Additional Camera. Additional Camera Mounted Per 2190170016. (Front Mounted Hose Reel)
_____	1	Debris Tank High Level Light & Horn (Reqs. Float Level Indicator)
_____	1	Low Water Light And Horn Combination
_____	1	Over Ride Switch For Low Water And Or High Debris Horn
_____	1	Reel Shift For Transfer Case
_____	1	Electric Over Hydraulics, Electric Over Air, And In-Cab Tailgate And Body Dump Controls (Non Recycler Units Only).
Lighting		
_____	1	LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)
_____	1	Boom Work Lights-Two
2150190004	1	Hand Spot Light, LED With 20' Plug In Cord
_____	1	Power Module Work Lights- (2)
_____	1	Rear Mounted Traffic Advisor-Bar Type LED Whelen Tacf85
_____	1	Rear Work Light - Two
_____	1	Strobe Light - Body - Two Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
_____	1	Strobe Light - Front- One Whelen L22LAP Class 2 360 Degree Super LED W/Limb Guard
2190190025	1	Strobe Light - Front-Two- Mirror Mounted Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
Toolboxes		
_____	1	Tube Rack Mounted On Silencer
_____	1	One Lockable Tool Box, Aluminum (18 X 18 X 60)
_____	1	Additional Lockable Tool Box, Aluminum (18 X 18 X 60)
_____	2	Front Bumper Toolbox Aluminum
_____	1	Traffic Cone Holder
_____	1	Nozzle Rack Mounted In Toolbox
Packaged Items		
80363250	1	Fire Extinguisher (5#)
VA34240095	1	Emergency Road Kit
_____	1	Pendant Remote Control
_____	1	Tigertail Hose Guide (One)
43NZA30190-S16S	1	Small Nozzle Skid 1" X 3-7/8" X 15" Long
_____	1	24' X 8" Bandlock Type Aluminum Vacuum Tubes, (2) 4.0' VA40020002, (2) 5.0' VA40020003, (1) 3.0' VA40020001, (7) 8" Clamps VA40010071, (7) 8" Gaskets VA38010018, (1) VA40020033 8" X 3'-0" Nozzle Aluminum Alligator (Catch Basin Nozzle)
2130360004 & 2130360003	1	1" Blue Star Standard Nozzle 87 GPM @ 2000 PSI PN 2130360004 & 1" Blue Star Arrow Nozzle 87 GPM @ 2000 PSI PN 2130360003
_____	1	10' X 1" Leader Hose
VA95000109	1	Fill Hose 25' X 2 1/2" With Camlocs
80483281	1	First Aid Kit
VA32050004	1	Hydrant Wrench
_____	1	Manhole Hook
_____	600	Sewer Cleaning Hose 1" - 2500 PSI
Manuals		
_____	1	(1) Paper Copy Provided For Operator & Safety Manual
Dealer Supplied		
	1	CUSTOMER SET UP & TRAINING
	1	OPERATOR HEARING PROTECTION/COMMUNICATION HEADSETS (SET OF 2)

Total Machine & Attachment Net Price:	$411,278.00
5% Steel Surcharge	$19,613.90
Additional 4 Years Extended Warranty	$5,000.00

Vacall Supplied, New, Freightliner, 450 HP, Auto, No BOC, Non-CARB, H2 :		$133,389.00
	Total Net Price:	$569,280.90
(Has not been in a pipe but has been shown)	DEMO DISCOUNT:	($20,000.00)
	Total Net Price:	**$549,280.90**

Terms: NET 30
Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - LIFETIME WARRANTY
Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.
Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 10/01/2023

Model Specs:

Buyer agrees that by signing this Machine Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Gradall's terms and conditions in a validly executed dealer agreement if the Buyer is an authorized dealer or (ii) Gradall's Standard Terms and Conditions of Sale located at https://www.giquote.com/terms which are hereby incorporated by reference with the same force and effect as though fully set forth herein, if the Buyer is a direct customer.

NAME: _____ **DATE SIGNED:** _____

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Owen equipment
formerly LEGACY EQUIPMENT

Presents a Proposal Summary

of the

VACTOR



VACTOR 2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis

for

IVINS CITY

September 8, 2023

VACTOR 2100i, (Owen Quick Delivery): with Roots 824-18" Hg. Blower, 12 Yard Debris body, 1300 Gallons Water Capacity, with the following Standard and Additional Features:

STANDARD FEATURES

· Aluminum Fenders
· Mud Flaps
· Electric/Hydraulic Four Way Boom
· Color Coded Sealed Electrical System
· Intuitouch Electronic Package
· Double Acting Dump Hoist Cylinder
· Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
· Ex-Ten Steel Cylindrical Debris Tank
· Flexible Hose Guide
· 30 Deg. Sand Nozzle w/Carbide Inserts
· 30 Deg. Sanitary Nozzle w/Carbide Inserts
· 15 Deg. Penetrator Nozzle w/Carbide Inserts
· Nozzle Storage Rack
· Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
· 1" Nozzle
· Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
· Dual 10" Stainless Steel Float Shut Off System
· Stainless Steel Microstrainer
· Debris Body Vacuum Relief System
· Debris Deflector Plate
· 60" Dump Height
· Body Up Message / Alert
· Low Water Alarm with Water Pump Flow Indicator
· 3" Y-Strainer at Passenger Side Fill
· Water Sight Gauge DS/PS
· Liquid Float Level Indicator
· Digital Water Pressure Gauge
· Front Joystick Boom Control
· Boom Transport Post Storage
· Boom Out of Position Message / Alert
· Telescopic Boom Elbow, Standard
· Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
· 3" Y-Strainer @ Water Pump w/3" Drain Valve
· 1" Water Relief Valve for Vactor Water Pump
· Midship Handgun Coupling
· Side Mounted Water Pump
· Digital Hose Footage Counter
· Hose Reel Manual Hyd. Extend/Retract
· Hose Reel Chain Cover
· Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
· Hydraulic Tank Shutoff Valves
· Tachometer/Chassis Engine W/Hourmeter
· Water Pump Hour Meter
· PTO Hour Meter
· Hydraulic Oil Temp Alarm

- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Chassis Modifications
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Vactor 2100i Standard Decal
- Vactor Standard Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- Roots 824-18" Hg. Blower
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Sewer Hose, 2500 PSI
- Operator Station Curbside Toolbox with Lighting
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, w/Port & Fixed Basket Screen, 6:00 Position
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Front Blower Controls
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- 180 Degree Rotation, 10 ft. Telescoping Boom
- Bellypack Wireless Controls, including hose reel controls, 2- Way Communications, and LCD Display
- Rotatable Boom Inlet Hose, Telescopic Boom
- Anti Splash Valve
- High Pressure Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Pinch Roller
- High Pressured Hose Reel (1)
- Hose Reel Manual Rewind Tool
- Rodder Pump Drain Valves
- Final Filter and Silencer Ball Valve Drains
- Front Hose Reel Storage
- Rear Directional Control, Signal Master LED Arrowstick
- Rear Mounted, LED Beacon Light
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- Worklights (2), LED, Telescopic Boom
- Worklights (2), LED, Rear Door

· Worklights, LED, Operators Station
· Worklights, LED, Hose Reel, Manhole
· Camera System, Front, Rear and Both Sides
· Safety Cone Storage Rack - Post Style
· Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
· Toolbox, Behind Cab with Lighting
· Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d with Lighting
· Toolbox, Driver Side Subframe, 18w x 24h x 24d with Lighting
· Long Handle Tool Storage
· Mounted to a 2024 Freightliner 114SD, Automatic Transmission, 370 HP, 66,000 GVWR

TOTAL PRICE . . . . . $ 536,308.03
Includes Delivery to Ivins City Shop
Includes One Day Training for Operators by our Certified Vactor Trainer

****ALL QUICK DELIVERY VACTORS ARE SUBJECT TO PRIOR SALE****
****Pricing is Good for 30 Days****
****Pricing And Availability Is Subject to Change Pending Availability of The Chassis or any Manufacturer Price Increases or Surcharges****
****Price Does Not Include Chassis or Equipment Modifications That May Be Necessary Due to Unforeseen Compatibility Issues, Customer Will Be Contacted for Approval Before Any Modifications Are Made****
****Terms Are Due Upon Receipt Unless Prior Credit Arrangements Are Made at The Time of Order****

Accepted By: Date:

Thank you,

Travis Vallejo

Travis Vallejo
Owen Equipment
801-244-1260
tvallejo@owenequipment.com

NOT INCLUDED IN TOTAL PRICE:

Sonetics 3 User Kit, Bluetooth Headsets, 3 User Charging Case . . . ADD $6,825.00



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
2100 Series, HXX Series and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSTENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.