



08/12/2024

18536

Proposal

To: Panna Group
 Alexander Ruedas
 18330 NE 2nd AVE
 Miami, FL 33183
 954-889-8384
 954-889-8384 (Contact)

From: Alexander Food Equipment Group

Uriel Cruz
 Orlando, FL 34747
 ucruz@alexanderfeg.com
 (813) 539-0012

Project: Panna Group Bakery Equipment
 IDDBA (8-12-24)

Item	Qty	Description	Sell	Sell Total
1	1 ea	MIXER, SPIRAL DOUGH Dough Tech MT 200-58 Escher MT Premium Liner Tipping Mixer, 50 - 200kg capacity Double reduction agitator belt drive, reinforced frame, dough hook and drive system, stainless steel mixing bowl and tool, stainless steel breaker bar, sanitary plastic bowl cover with safety interlock, two electromechanical timers, two speed with automatic speed change, reversible bowl rotation, separate motor for mixing agitator and bowl rotation drive. 58" Pouring Height	\$48,735.00	\$48,735.00
			Extended Total:	\$48,735.00
2	1 ea	DOUGH DIVIDER ROUNDER Dough Tech KE-2 TRIMA PRIMA DUO CLASSIC Fully automatic dough dividing/rounding machine - for the production of round soft rolls - uniform in shape, weight and size of rounded products. <ul style="list-style-type: none"> • Adjustable hourly capacity up to maximum 3,200 pieces/hr. at adjusted 27 strokes/minute Weight range: 30-170 gr. (possibly 20-180 depending on dough) • Double piston system, 60 + 77 mm - arranged in alternate rows around the dividing drum. Weight ranges depend on dough consistency, as well as mixing procedures. • Teflon-coated stainless steel hopper for a capacity of 15 kg dough. Hopper with safety cover and automatic shut-off. • Standard safety clutch that stops the drum automatically to prevent damage • All sliding panels or doors electrically secured by limit switches • Stainless steel covers • Mounted on locking casters • Spreading finger belts with flour duster, driven pressure roller and overturning unit • Electrical equipment for 220-240 Volt/3 phase/60 Hz. 	\$52,500.00	\$52,500.00

Item	Qty	Description	Sell	Sell Total
			Extended Total:	\$52,500.00
3	1 ea	MOULDER, DOUGH BREAD Dough Tech AM315-6 Bread Moulder, 1.0 oz - 64 oz dough capacity, adjustable roller adjustment gap from 1/16" - 3/4", variable speed controls, open frame design with removable storage shelf slats, removable roller cover, removable bottom mount moulding attachment, includes: (1) 54" long stainless steel moulding plate (specify width) & (1) curling chain (specify heavy or light), removable FDA conveyor belt, removable roller scrapers, stick-resistant rollers, stainless steel catch tray, stainless steel construction, set of (4) locking casters, 1 HP, 0.75kW, 120v/60/1-ph, 7.2 amps, cETLus, ETL-Sanitation	\$21,152.00	\$21,152.00
	1 ea	1 year parts and labor warranty, standard		
	1 ea	6" x 54" moulding plate		
			Extended Total:	\$21,152.00
4	1 ea	BAKING TOOLS, MISC Dough Tech SHIPPING Shipping quote from Dough Tech estimated at \$700.00 for each unit. Shipping estimate will be adjusted at time of purchase.	\$2,100.00	\$2,100.00
			Extended Total:	\$2,100.00
			Total	\$124,487.00

Alexander Food Equipment Group Terms & Conditions of Sales Agreement

1. This Agreement is subject to acceptance within 30 days from the date proposed or on the effective date of a price increase, whichever is earlier.
2. Unless otherwise indicated, this Agreement covers machines, software and/or services of manufacturer's and/or provider's standard design with standard equipment and does not include installation, plumbing, electrical or gas connections, expendable items such as scale labels, wrapper film, saw blades, chopper plates & knives, etc., or any accessories, except when noted or are regularly furnished as standard equipment.
3. Unless otherwise noted, this Agreement does not include removal or disposal of existing equipment.
4. Delivery; Risk of Loss. Delivery dates are approximate and failure to meet estimated delivery dates is not grounds for cancellation. Transportation costs will be invoiced to Buyer at a cost plus handling. Risk of loss or damage from manufacturer's factory or at an installation site is at Buyer's risk, whether or not Seller performs installation. Buyer shall verify condition, quantity and quality of Product, note on the freight bill any damage or shortage and immediately file a claim with the carrier. If there is visible damage and it is not noted on the freight bill, Alexander Food Equipment Group are and shall be released from all liability once the carrier's freight bill is signed. Any subsequent movement of the shipment from the delivery location to another location will and shall release the carrier and Alexander Food Equipment Group from any liability claim for concealed damage.
5. Damaged Freight Procedures to Follow. (a) If any package, carton, box or crate indicates possible damage to the contents, the person receiving the shipment must make a notation of the damage on the freight bill, listing the extent of the damage (noting model and serial number), date, sign and obtain the freight drivers signature on the freight bill. The Buyer must file a claim against the freight carrier and notify Alexander Food Equipment Group of the damage within 1 business day. The Buyer retains the right

to refuse a damaged shipment for return to the shipment's origin. Notification to the carrier must be made within 1 day. The inspection of damaged freight by the carrier will occur at the carrier's earliest convenience. The carrier has the right to refuse inspection. A copy of the inspection report along with any other pertinent information should be mailed to Alexander Food Equipment Group, PO Box 25165 Winston-Salem, NC 27114. (b) If any package, carton, box or crate does not indicate damage and the person receiving the shipment notices hidden damage to the equipment after unboxing and inspection, the buyer must notify Alexander Food Equipment Group within 4 calendar days. If notification is not received within this time, the buyer will be responsible for repair or replacement of the equipment and Alexander Food Equipment Group will not be held liable for any freight carrier damages.

6. Taxes: Prices do not include any applicable sales and/or use taxes unless otherwise noted on the Agreement.

7. Pricing Statement. No more than once during the term of this Agreement, Alexander Food Equipment Group may request a price change on presentation of documented evidence showing a material and unforeseeable increase in the costs outside Alexander Food Equipment Group's control. On receipt of such evidence, Buyer will consider, but will not be obligated to agree to, a price adjustment that appropriately reflects Alexander Food Equipment Group's incremental increased costs. If the parties cannot agree on a price adjustment, and Alexander Food Equipment Group has demonstrated material and unforeseeable increases in costs outside of their control, Alexander Food Equipment Group may terminate this agreement.

8. Used Equipment. Used equipment is sold "as is" with no warranty implied unless otherwise noted and shall not qualify for return under any circumstance. Seller's remedy for nonoperational units shall be limited to repair or replacement with similar used model. Normal wear and cosmetic damage (dents, chips and scratches, etc.) on used equipment are to be expected and shall not be considered as cause for repair or return. Alexander Food Equipment Group provides no additional warranty or representation of any kind, expressed or implied; including no warranty of merchantability or fitness for any particular purpose for any used equipment.

9. New Equipment Returns. New equipment return requests must be made in writing to Alexander Food Equipment Group and must be approved before return is accepted. All new equipment returns are subject to the following:

- (a) Freight damaged goods returns must be authorized in advance.
- (b) Specially engineered feature products and orders over 6 months will not qualify for a return. (c) Return authorizations (RMA) are valid for 10 days from the RMA date.

10. New Equipment Return Charges. Equipment that is approved for return by Alexander Food Equipment Group will be subject to the following restocking charges:

- (a) Accessories and stock equipment shipped from Alexander Food Equipment Group warehouse in Winston-Salem, NC will be subject to a 20% restocking fee and Buyer will be responsible for freight costs to return to Winston-Salem, NC.
- (b) Non-stock equipment will be subject to a 30% restocking fee and Buyer will be responsible for freight costs to return to the shipping warehouse.
- (c) New equipment must be returned in new condition and original packaging. Any damage to equipment or packaging will result in Buyer being invoiced for repairs or repackaging to return equipment to resalable condition.

11. Standard Installation. (Normal working hours, Mon-Fri, 8:00 am – 5:00 pm) Installation is not included in price unless noted. If installation is included, Buyer shall provide all information, drawings, records, utility locations, documentation and specifications concerning product and installation. Buyer is responsible for all utilities, access to work, parking and storage areas and sanitation facilities, shall comply with all laws and regulations, shall cooperate with Seller on job site safety matters, shall coordinate installation performed by Buyer or its contractors so as not to interfere with or delay Seller's performance. Buyer shall reimburse Seller for any additional cost caused by Buyer or its contractors or

changes to Seller's installation. Buyer shall maintain property insurance acceptable to Seller, naming Seller as a named insured.

12. Special Bakery Installation. Bakery equipment installation, if included, shall include requirements contained in Section 11 along with the following:

- (A) Included in first trip;
 - (a) Factory direct shipment.
 - (b) Seller will provide all necessary tools to complete installation.
 - (c) Seller will coordinate the installation with the construction superintendent or contractor.
 - (d) Seller will uncrate and dispose of packing material in Buyer supplied receptacle.
 - (e) Explain the electrical, plumbing, gas and venting connections to Buyer's contractors to ensure they meet equipment specifications.
 - (f) Move equipment to final location within the same building, same level and with free access through doorway.
 - (g) Assemble all equipment units and components together, including draft inducer (If applicable).
 - (h) Coordinate with superintendent or contractor final hookups to electrical, plumbing, gas and venting connections.
- (B) Included in second trip;
 - (a) Verify final hook ups of electrical, plumbing, gas and venting connections
 - (b) Complete factory authorized start-up on equipment.
 - (c) Verify all equipment functions are operational and ready for operator training.
 - (d) Complete operator training over one training session.

13. Not Included in Standard or Special Bakery Installation.

- (a) Overtime installation requirements.
- (b) Storage of equipment.
- (c) Receiving and unloading of equipment.
- (d) Extended travel beyond a fifty-mile radius of the installing office.
- (e) Move through building, different level, special handling through restricted doorway, ramps, lifts, etc.
- (f) Handling of fully assembled units.
- (g) Perform final hookup of electricity, water, gas or venting.
- (h) Rack assembly.
- (i) Removal or disposal of existing units
- (j) Standby for store opening.
- (k) Programming of electronic equipment.

14. Indemnification. Buyer shall indemnify Alexander Food Equipment Group and its employees and agents from loss, damage or expense, including attorney's fees, arising from or relating to transportation, installation, use or performance of any product. Indemnification for employee claims shall not be limited by applicable worker's compensation, disability or other employee benefit acts.

15. Warranty: All new products are subject to their respective manufacturer's standard warranty policies. Alexander Food Equipment Group provides no additional warranty or representation of any kind, expressed or implied; including no warranty of merchantability or fitness for any particular purpose. All manufacturer's warranties are null and void for any products exported outside the United States.

16. Governing Law; Variation of terms. The rights and obligations of Seller shall be governed by the laws of the State of North Carolina. No waiver, modification or addition to terms shall bind Seller unless agreed to in writing by Seller. The provisions hereof are intended to be a final expression of the Agreement of the Seller and Buyer and are intended as an exclusive statement of all terms applicable to Buyer's order.

17. Acceptable Payment Methods: All prices are stated in and payments must be made in US dollars. Cash, Credit Card, Wire Transfer or Certified Check are accepted.

18. Payments. First time clients of Alexander Food Equipment Group agree to pay in full at the time of Agreement unless prior credit terms have been established. Clients with previously established credit terms agree to pay all invoiced balances within 30 days of actual equipment delivery. Buyer agrees to pay any and all accrued interest charges (finance charges) on all past due balances at the rate of 1½% per month (18% per year). Regardless of cause, any delay in Buyer’s installation of, or use of, products purchased within this Agreement will not and shall not constitute a cause for late payment by Buyer. Additionally, regardless of cause, any delay in Buyer’s facility opening, or remodel activity that includes the products purchased within this

Agreement will not and shall not constitute a cause for late payment by Buyer. Seller retains the right to partial bill if Buyer requests split shipments and/or delays shipment or delivery more than one week after previously agreed shipment and delivery date. Seller may file material and mechanics liens and Buyer shall pay all costs and attorneys’ fees incurred if Seller initiates collection or legal proceedings. Terms of sale are subject to credit approval by Alexander Food Equipment Group finance department.
11/2023

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$124,487.00