



RAS SYSTEMS, LLC

**RAS 62.30-2 Series TURBO2plus
Metal Folding System
Pricing Proposal**

Proposal #1025

**Prepared for:
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January 23, 2023

RAS 62.30-2 TURBO2plus Metal Folding System



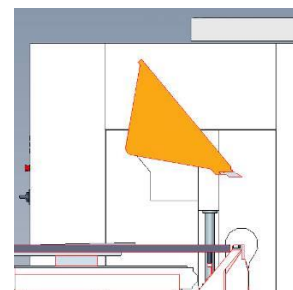
- **Four dynamic and fast axis for:**

- Folding beam 0-180 degrees
- Upper beam 0-280 mm
- Backgauge 6-1550 mm
- Folding beam adjustment up to 5.5 mm



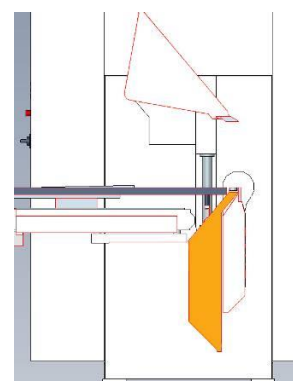
- **Upper beam**

- Integrated upper beam tool seat
- Automatic recognition of a tool change
- Automatic recognition of the tool height
- Long and deep guiding system (excellent bend results)
- Housed spindle drive in a sealed oil bath (low maintenance)
- Large free space of up to 42 mm in front of upper beam
- Large free space behind upper beam (good visibility)
- Upper beam safety stops (15 mm + max. material thickness)
- Variable clamping position (open and close hems)
- Variable upper beam open height (fast bending cycles)
- Servo drives with servo regulators and absolute encoders (accurate positioning, no calibration)



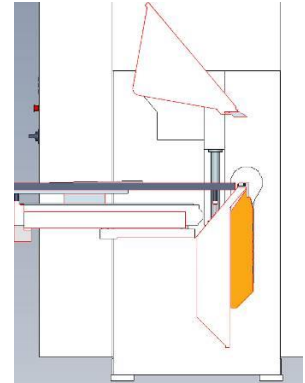
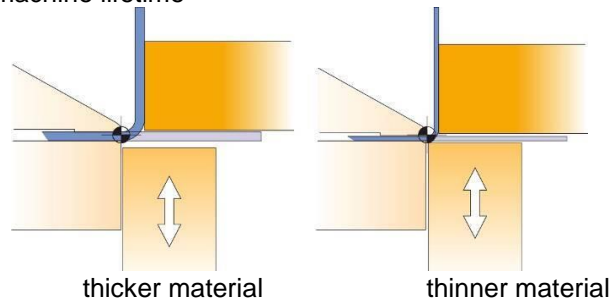
- **Lower beam**

- Extra deep box design for straight bends
- Rigid unibody unit together with the side stands
- Maximum resistance to deflection and torsion
- Optimized crowning for improved accuracy

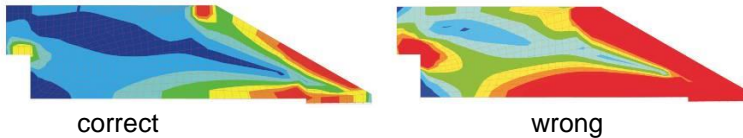


- **Folding beam**

- Deep folding beam: excellent bend results
- Fast movement: short cycle times
- Servo motor and absolute encoder: fast movements, accurate positioning, no calibration
- Automatic folding beam adjustment to material thickness
 - Gentle bending
 - Long machine lifetime



- Tensions inside the tool: Correctly adjusted folding beam (left) and wrong/not adjusted folding beam (right)



- **Moveable foot switch** on angle rail

- Ideal for a multiple tool station setup
- Gentle use of cables and switches
- Angle rail screwed to the ground (given operator distance to moving folding beam, additional safety feature)



Operation

- **CNC control with TURBO2plus machine software**

- PC based (Windows, LAN, WLAN, Bluetooth, etc.)
- Control on swivel arm (24" Touch-Monitor) for
 - Operation from folding beam side
 - Operation from gauging system side
- Operation side can be changed from front to rear
- Foot switch (different configurations)
- Light curtain in front of the machine (for rear operation)



- **Software Updates****

- Use of new software features
- Latest software versions and features are described on the RAS Website
- Updates for Machine software and optional Office software (Machine and Office software must be the same version)

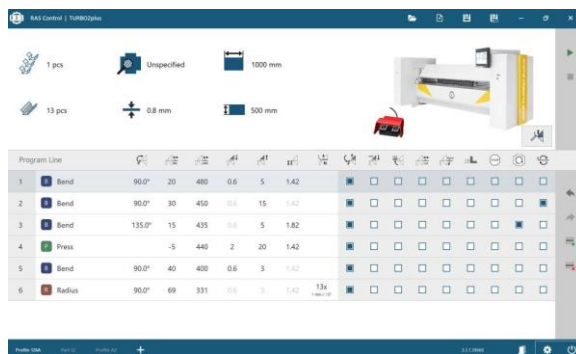
- **Online Support****

- Secure Online Support worldwide via TeamViewer, Phone, Email (German/English) (Machine needs to be connected to the Internet)
- Online assistance with application and service questions
- Included in machine price for the first year. Can be canceled annually.

- **TURBO2plus Bendex OpenEditor machine software**

With the additional OpenEditor software, the operators can control all machine movement and can create individual bending sequences at the machine according to their preferences.

- Clear display on 24" touch monitor
- Large input fields
- Line-by-line input of normal bends, hems and radii
- Display functions such as part rotation and flipping available
- Stop fingers can disappear for part rotation
- Reduced speed selectable
- Automatic folding beam adjustment
- Tools can be selected for sensor height detection
- Material tables
- Tool library
- Program storage



OpenEditor-Software

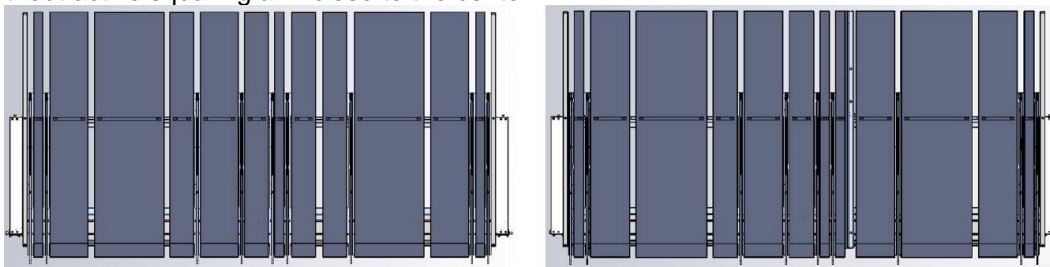
Gauging system

- **Rectangular backgauge**

- Center orientation for best bend results
- Stop fingers position the blank for each bend
 - Repeatable working process
 - One instead of 2 operators (50% cost savings)
 - No marking of blanks needed (30% time savings)
- Rectangular backgauge 6-1550 mm
- 9 stop finger units with solid front and rear stop fingers
- Lower beam tool with finger pockets (small stop dimensions)
- Stop fingers pop down (no collision during blank rotation)
- Sheet support panels can be pulled back (40 mm behind the bend line a flange can face down 25 mm)
- Sheet support panels powder coated
- Servo drive and absolute encoder (no calibration)



With or without active squaring arm close to the center



Stop fingers narrow: right - center - left

Stop fingers narrow: right - center - left with squaring arm

Tool carriage

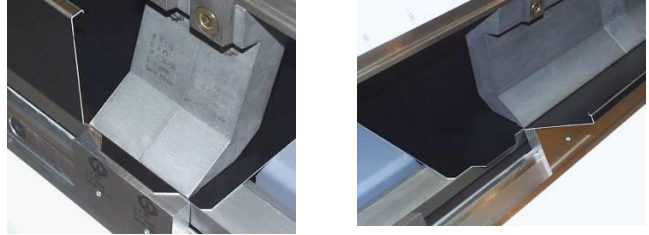
- Neat stow away of tool which are not used
- Moveable
- Tool change right in front of the machine (quick setup)



Tools

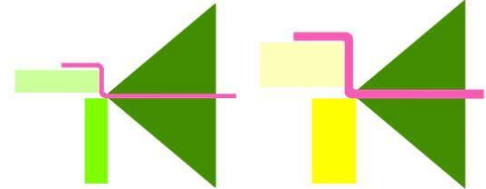
Segmented folding beam tools

- Tool seat
- 23 segments (for total length)
- Smallest tool 30 mm (1.18") long
- Longest tool 200 mm (7.87") long
- Tool width 15 mm (0.59") for 2 mm (14 ga) mild steel
- Tools easy to handle (quick setup by one person)
- Tools made of high tensile steel (1000 N/mm² / 145,000 PSI)



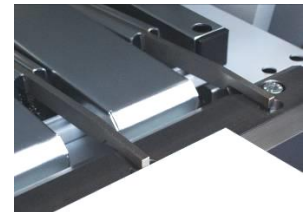
Folding beam tools

- 10 mm wide tool up to 1.25 mm
- 20 mm wide tool for more than 1.25 mm
- 8 mm wide tool up to 0.8 mm



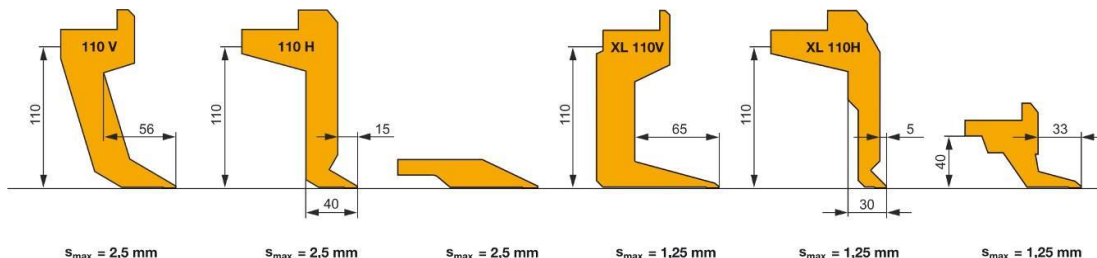
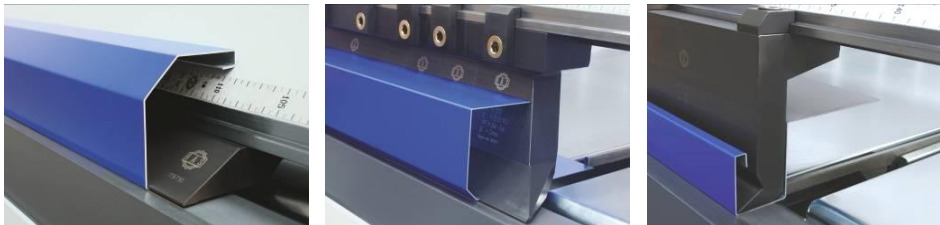
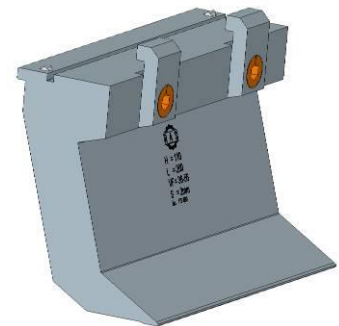
Lower beam tools

- With finger pockets for front stop fingers



Upper beam tools

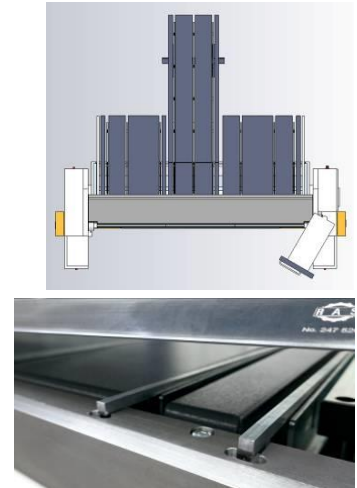
- Sharp tool: 4 segments
- Goat's foot tool: Basic segments 200 mm, adapter set 30, 35, 40, 45, 50, 55, 60 mm, corner tools right and left
- Groove in the clamping surface of the tool (Automatic tool change recognition)
- Tools easy to handle (quick setup by one person)
- Quick tool clamping system for quicker setup times
- Tools individually produced with high accuracy (addl supply at any time)
- Tools made of high tensile steel (1000 N/mm²)
- Given tool heights = Free space below the tool seat
- Large free space in front/behind the tool (design flexibility for the parts)
- Large free space right and left of the corner tools



RAS 62.30-2 TURBO2plus Optional Components

Gauging system

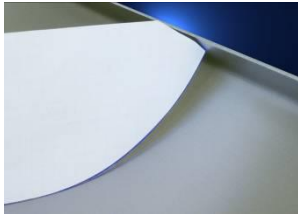
- **T-shape backgauge**
 - Center orientation for best bend results
 - Stop fingers position the blank for each bend
 - Repeatable working process
 - One instead of 2 operators (50% cost savings)
 - No marking of blanks needed (30% time savings)
 - Stop dimensions 6-1550 mm, extended stops (up to 3050 mm)
 - 9 stop finger units with solid front and rear stop fingers
 - Support for gauging system extension
 - Lower beam tool with finger pockets (small stop dimensions)
 - Stop fingers pop down (no collision during blank rotation)
 - Sheet support panels can be pulled back (40 mm behind the bend line a flange can face down 25 mm)
 - Sheet support panels powder coated
 - Servo drive and absolute encoder (no calibration)
 - With or without active squaring arm close to the center



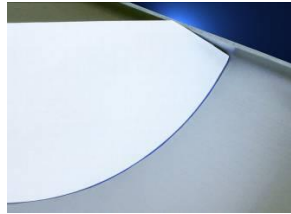
Tools

CrownTool

- Folding beam tool with integrated crowning system
- Tool width 15 mm
- Manual crowning



Result **without** crowning



Result **with** crowning



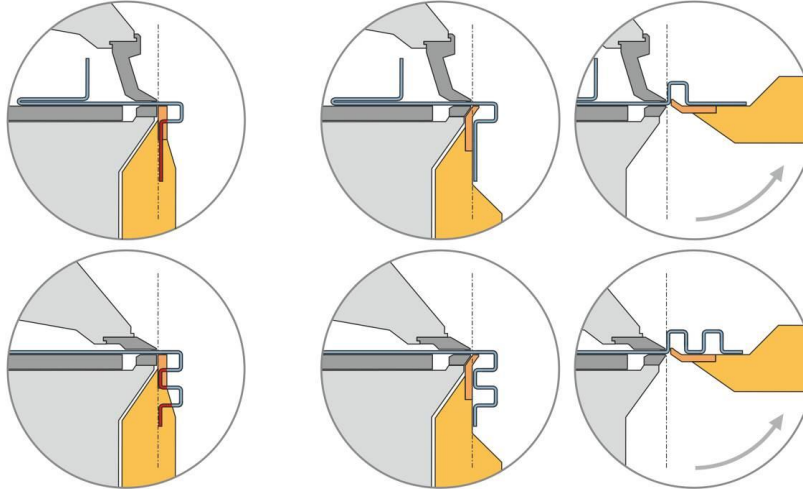
Alternative package with XL-Folding Beam

XL-Folding Beam

- As an alternative to the machine with standard folding beam, RAS also offers the TURBO2plus with a modified machine frame and an XL folding beam geometry.
- The additional free space expands the range of applications for bending profiles that require more space in front of the folding beam.

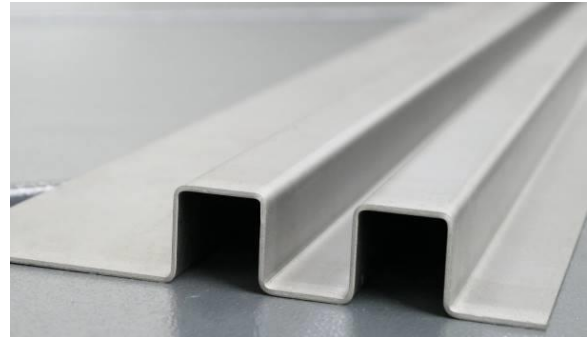
Notice:

- For the TURBO2plus with XL folding beam a modified machine configuration and special folding and lower beam tools are needed.



Standard Folding Beam

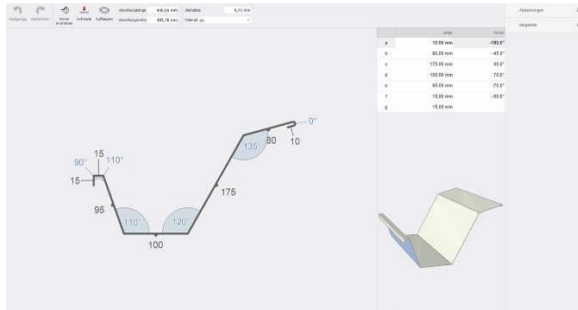
XL Folding Beam



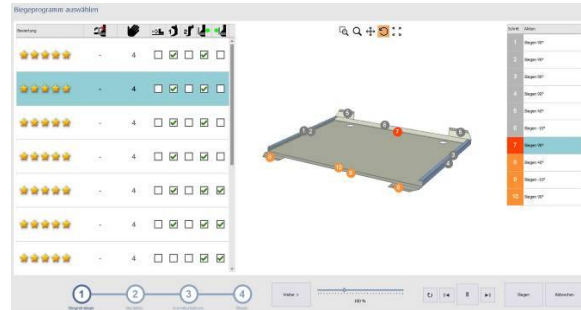
Software

TURBO2plus Office Graphic software

- PC based (Windows from 8.0, LAN, WLAN, Bluetooth, etc.)
- Import of STEP, DXF or GEO files
- Automatic 1-click part programming
- Automatic folding strategy suggestion
- Folding sequence simulation in 3D
- Operator instructions during the folding sequence
- Manage part programs in the part library and job lists
- Tool library and setup calculation



Input of a profile or import of the STEP file



Automatic programming with folding alternatives



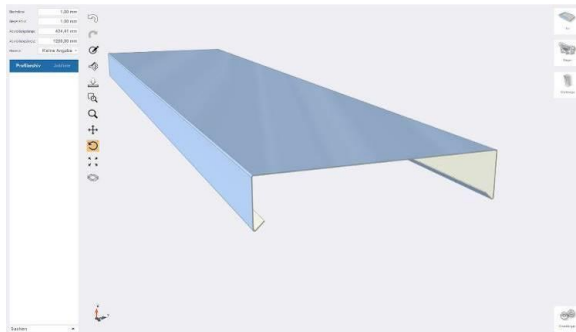
3D simulation



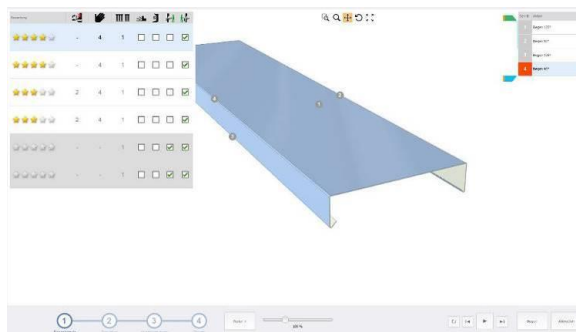
Operator instructions while cycling the part

TURBO2plus Bendex Graphic software

- Create a part on MultiTouch monitor in 3D
- Alternative: Import of STEP, DXF or GEO files
- Automatic 1-click part programming
- Automatic folding strategy suggestion
- Folding sequence simulation incl tool change in 3D
- Operator instructions during the folding sequence
- Manage part programs in the part library and job lists
- Material tables
- Tool library



Import STEP, DXF or GEO files
or
Create a part on
MultiTouch monitor



Automatic
1-click programming and
folding strategy suggestion



Folding sequence simulation
in 3D

JobControlCenter via Webservice

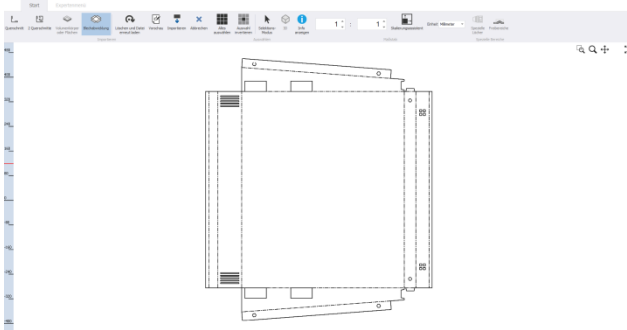
- Data connection to the RAS machine with Bendex software
 - Visualizing on Smartphone, Tablet or PC. Data collection in an xml file for external analysis (e.g. in an ERP system). Examples:
 - Status main switch
 - Status machine power
 - How long was the main switch "on"
 - Actual job
 - Single job progress
 - Job list progress
- Information about the machine status (for production manager), faults (for maintenance), workload and productivity (for management)
- Job lists management during processing
 - Add jobs / programs to the job list
 - Delete jobs / programs from the job list
 - Change a job sequence
 - Change quantity
- Blank calculation
 - based on the STEP geometry of the part



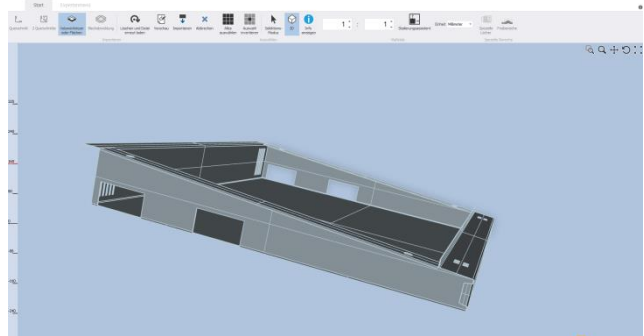
General Specifications 62.30 TURBO2plus	
Forming capacity full length max. (mild steel)	14 gauge
Forming capacity full length max. (aluminum)	.125
Maximum length of forming	126"
Smallest inner bend radius, (full width)	1.25 x ga
Minimum flange height	6 x ga
Clamping beam maximum speed up	1"/sec
Clamping beam maximum speed down	1"/sec
Maximum folding speed	80°/sec
Folding angle setting range	0-180°
CNC folding beam adjustment	.20"
Clamping beam stroke	7.87"
Backgauge positioning accuracy	+/- .006"
Backgauge maximum positioning time	2 sec
Backgauge minimum position	.394"
Backgauge maximum position (L-shape)	120"
Electrical Specifications TURBO2plus	
220/440V 60cy 3ph	20amps 3hp
Ambient temperatures of more than $\pm 40^{\circ}$ C (104° F) may require a special execution.	
Motors are tropicalized and insulated according to class B.	

Bendex-Professional / Software packages

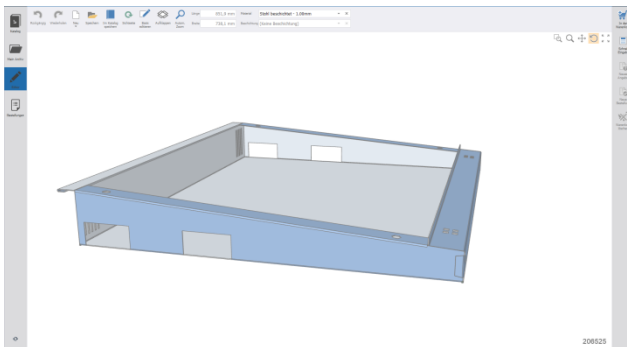
- Import of STEP, GEO, DXF and DWG files of the bending part
- Recognize geometry of the bending part out of the profile cuts or blank geometry out of the sheet development
- DXF and DWG files: bending angles will be add manually
- Import of the bending part as a 3D model
- Export of the bending part geometry as program format pgm or bdx
- Export of outside dimension cuts (K-factor cleared)
- Import of the pgm/bdx-file into the control or the Offline Software of TURBObend plus
- Software for drawn and create profiles and boxes on a PC/Tablet
- Selection of material, color, visual side, number of pieces and part length
- Arrange the bending parts according to projects, customers etc.
- Generate the production drawings
- Production planning, cutting optimization, calculation and much more...
- Contractual relationship with our development



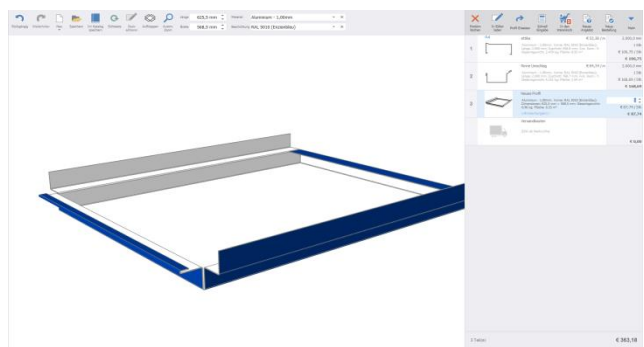
Identification of the geometry out of STEP, DXF and DWG files



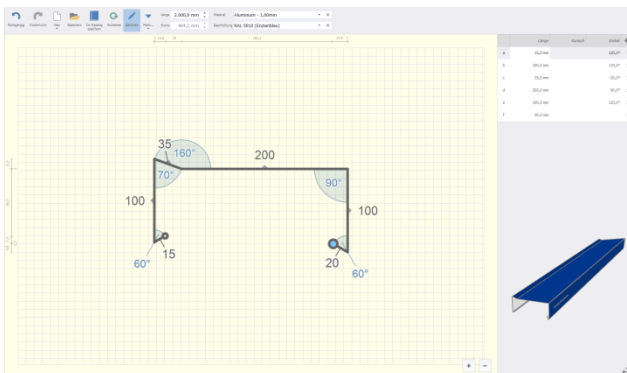
Generate the bending part



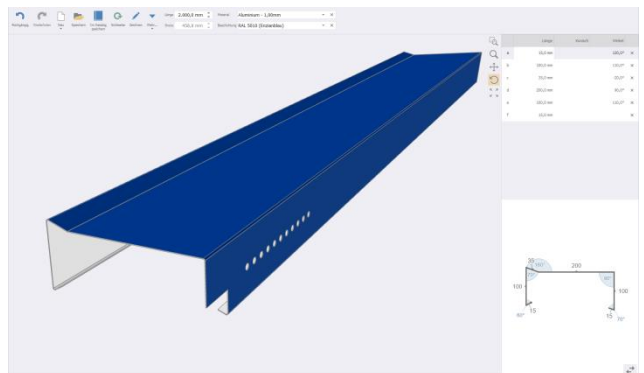
Import of the bending part



Designing boxes in Bendex



Draw profiles with color, length, number of pieces etc.



Perforations, miter cuts, conical adjustments

Pricing for the RAS 62.30-2 TURBO2plus Metal Folding System

Configuration	Order No.
1 62.30-2 TURBO2plus (126" 14 ga mild steel) including:	6230-2
- Machine frame (standard)	247511
- Upper beam (standard)	247486
- Folding beam (standard)	247478
- Machine covers (standard)	249200
- Online support (1 st year)*	252708
- Electrics 400V (swiveling 24" Touch Monitor, aircon system)	247556
- Machine manuals	
1 Operation from gauging side and folding beam side (foot switch on folding beam side and gauging side) incl Light curtain in front of the machine for gauging side operation	249868
1 Rectangular backgauge 6-1550 mm (0.236"-61"), 9 stops distributed	256762
1 Sharp tool 30 degrees (4 segments 800 mm each) max. 2 mm	253274
1 Folding beam tools 10 mm and 20 mm	234668
14 Upper beam Basic segment 110V (200 mm long, foot 42 mm, angle 30 deg) max. 2 mm (14 ga)	179680
1 Upper beam Adapter set 110V (30-60 mm long, foot 42 mm, angle 30 deg) max. 2 mm (14 ga)	181014
1 Upper beam Corner left 110V (120 mm long, foot 42 mm, angle 30 deg) max. 2 mm (14 ga)	181010
1 Upper beam Corner right 110V (120 mm long, foot 42 mm, angle 30 deg) max. 2 mm (14 ga)	181011
1 Lower beam tool (40x20 mm, finger pockets)	252340
1 Software Updates Machine TURBO2plus ** (Annual fee incl. bonus update for 1 st TURBO2plus Office license)	252716
1 OpenEditor Upgrade with Active Software update contract	265685
1 Tool carriage , moveable	235055
1 Installation and Training	
Total Machine Price	\$159,081

Options for the RAS 62.30-2 TURBO2plus

Optional Components:	Order No.	Cost
Operation mainly from folding beam side (foot switch and power switch on folding beam side)	249866	\$645
Moveable foot switch on angle rail for 1 operator	252697	\$905
Gauging system		
T shape backgauge 6-3050 mm Active squaring arm, 9 stops distributed, 4 extended stops	256878	\$19,405
Rectangular backgauge 6-1550 mm (0.236"-61"), active squaring arm	256761	\$14,925
Upper beam tools (all tools with slot)		
Upper beam Basic segment XL 110V (200mm long, front free 65mm, angle 15 deg) max 1.25mm (18 ga)	211138	\$850
Upper beam Adapter set XL 110V (30-60mm long, front free 65mm, angle 15 deg) max 1.25mm 18ga	211139	\$4,560
Upper beam Corner left XL 110V (120mm long, front free 65mm, angle 15 deg) max 1.25mm (18 ga)	211140	\$990
Upper beam Corner right XL 110V (120mm long, front free 65mm, angle 15 deg) max 1.25mm (18 ga)	211141	\$990
Folding beam tools		
Radius tool R=2mm	259301	\$6,200
Folding beam tool CrownTool 15 mm with integrated crowning system (max 1.5mm)	240075	\$2,645
Folding beam Basic segment 15 mm (200 mm long, width 15 mm) max. 2 mm (14 ga)	191010	\$230
Folding beam Adapter set 15 mm (30-60, 2x120 mm long, width 15 mm) max. 2 mm (14 ga)	191011	\$1,025
Folding beam tools for XL Folding Beam		
Folding beam tool 12 mm (4 segments 800 mm each) max. 1.5 mm	264155	\$4,075
Lower beam tools for machine with XL Folding Beam		
Lower beam tool (40x20 mm, finger pockets), max. 1.5 mm	264154	\$1,145
Software		
TURBO2plus Office Graphic Software: Fee for 1 st license *	252713	\$7,235
JobControlCenter via Webserver Visualizes and manages machine status and job progress on a Smartphone (Android, iOS, Windows), tablet or PC.	256107	\$5,165
Bendex-Professional (Fee for 1 st license), includes: <ul style="list-style-type: none"> • CAD Import/Export • Machine connection • Draw profiles and boxes incl. notches, perforations and miter cuts incl. implementation support and software updates The contractual relationship will be setup with our development partner. RAS provides mediation service free of charge for the customer.		Monthly

**** Notes regarding "Online Support" and "Software Updates"**

In general: The customer must provide the necessary technical requirements. This includes a) a permanent Internet connection to the machine and the PCs with the Office software and b) an access authorization for RAS to the system.

Online Support

- Includes Online Support in application and for service issues.
- To access Online Support a RAS employee requires an internet connection via TeamViewer.
- Support can be accessed via telephone or Email (German/English).
- RAS must provide technical support. Success in troubleshooting is not due.
- Online Support is included in the machine price during the first year after production start and is subject to a charge from the second year. The price is payable annually in advance, 14 days after receipt of the invoice.
- The contract starts as soon as the customer produces usable products on the machine, at the latest 4 weeks after delivery of the machine. This also applies, if the delivery is carried out on behalf of the customer.
- The contract is concluded indefinitely. It may be terminated in writing by both contracting parties, subject to a three-month notice period for the expiry of one contractual year (service@ras-systems.net). However, the first-time termination will be effective at the earliest at the first contractual year.
- RAS reserves the right to adjust the prices in each new contractual year. In case of a price increase, the contract can be terminated within three weeks after receipt of this information. If, during this period, the customer is not contradicted by notice of termination, the new price shall be deemed to have been agreed upon.

Software Updates

- The "Software Updates Machine" includes free updates of the Machine software and includes Bonus Updates for the first Office license (if purchased).
- "Software Updates Office" includes updates for additional Office licenses.
- Machine and Office software must be the same version for a operative readiness.
- New Software Updates with their features are published on the RAS homepage. If the Software Updates were purchased, RAS can install the new Software Updates via remote service on the machine and the Office PCs after customer request (ggreen@ras-systems.net). RAS will not inform the customer individually about the software releases.
- The price is payable annually in advance, 14 days after receipt of the invoice.
- The contract starts as soon as the customer produces usable products on the machine, at the latest 4 weeks after delivery of the machine. This also applies, if the delivery is carried out on behalf of the customer.
- The contract is concluded indefinitely. It may be terminated in writing by both contracting parties, subject to a 3 months notice period for the expiry of one contractual year (service@ras-systems.net). However, the first-time termination will be effective at the earliest at the first contractual year.
- If the customer purchases the Software Updates at a later date, he must first ensure, at his own expense, the current Software status on the machine and any existing Office software licenses. This is done by purchasing the Software Updates for the suspended periods (periods are rounded up to full years). After this, the customer can purchase the ongoing Software Updates. The same applies, if the customer has terminated the Software Updates and wants to purchase new ongoing Software Updates.

*** Online connection**

- Optionally purchased office software checks license automatically once a week across the network.
- An Online Internet access to the Office PC on customers' side is necessary.

Terms & Conditions

- Quotation is valid for 15 days
- Estimated delivery time is late February, subject to prior sale
- Machine is quoted FOB Peachtree City, Georgia and does not include freight or taxes.
- Actual freight cost will be paid by the customer and billed to the customer on final invoice.
- Installation and training will be done by RAS Systems, with a maximum of three trainees.
- Buyer is responsible for all air and electrical lines to the installation site.
- Buyer is responsible for all rigging at installation site.
- Payment terms are 20% down payment with order, 70% immediately prior to shipment - freight will be itemized and added to prior to ship invoice, and remaining 10% balance within ten days after delivery.
- A 3% fee will be charged on all payments made via credit card.
- Buyer is responsible for all wire transfer fees.
- All payments to be made in US dollars.
- If special terms are agreed to and not met, penalties will be assessed.
- RAS Systems warrants for a **period of two years** from delivery to the Buyer that the products delivered hereunder are free from defect in material and workmanship.
- See reverse side of the last page of this quotation for complete RAS Systems Terms & Conditions which will apply as modified herein.

Very best regards,



Tim White,
Regional Manager

Order and Terms Acknowledgment:

Contact Name and Company

Date

TERMS AND CONDITIONS

The following terms and conditions shall apply to any sale of goods or services by RAS SYSTEMS, LLC (hereinafter referred to as "Seller"). If this document is construed as an offer, the offer expressly limits acceptance to the terms of the offer contained herein and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any different or additional terms in any resulting contract. If this document is construed as acceptance, this acceptance expressly conditions such acceptance on the Buyer's assent to any additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer must notify Seller immediately in writing. If Buyer does not so notify Seller immediately, Buyer's acceptance of delivery will constitute conclusive evidence of Buyer's assent to the additional or different terms and conditions contained herein. If for whatever reason Buyer shall be deemed not to have assented to the additional or different terms and conditions set forth herein, this conditional acceptance shall constitute a counter offer, acceptance of whose terms shall be conclusively presumed by Buyer's acceptance of delivery. If this document is construed as a confirmation of an existing contract, such confirmation is expressly conditional to Buyer's assent to any additional or different terms contained herein. If this document is a price quotation, the price quoted may be changed by Seller on written notice to Buyer and in no event shall be binding more than 30 days from the date of quotation. Any resulting contract of sale between Buyer and Seller is referred to herein as "Agreement".

1. **PRICES AND PAYMENT TERMS:** All prices are FOB Seller's place of business Peachtree City, Georgia and unless otherwise agreed in writing, are payable 20% down payment upon order placement by Buyer, 70% upon notification from Seller that the goods are ready for dispatch, and balance within 10 days following delivery to Buyer. All accounts not paid within thirty (30) days of the due date will bear interest at the rate of one and one-half (1-1/2%) percent per month from invoice date. In the event of failure of timely payment by Buyer, Buyer shall pay to Seller all costs of collection including reasonable attorney's fees.

Prices on the goods are exclusive of all local, state, and federal taxes, including, without limitation, taxes on sales, use, manufacture, receipt, income, or occupation. Buyer is solely responsible for the payment of any such tax or taxes, whether imposed directly upon Buyer or indirectly upon Seller. Upon request by Seller, Buyer shall immediately provide Seller either (a) written proof that any such tax or taxes were paid, (b) a valid certificate of exemption therefrom, or (c) full payment of such taxes for remittance by Seller to the applicable taxing authority. Buyer shall indemnify Seller against all costs, fines, fees, liability or other expense incurred or imposed upon Seller as a result of Buyer's failure to timely pay any such tax.

Buyer shall pay all amounts payable to Seller hereunder when due, time being of the essence. Payment for the goods shall, if Seller so requires, be made in full prior to delivery and Seller shall be entitled to withhold delivery until such payment has been made and any check or other negotiable instrument given in payment has cleared. Seller shall have the additional right at any time to limit or cancel any credit extended or to be extended hereunder. Upon failure by Buyer to make payment to Seller within ten (10) days after notice from Seller limiting or canceling any credit extended or requiring Buyer to make payment before delivery Seller shall have the option to cancel this and other contracts between seller and Buyer. In such an event, in addition to its other remedies, Seller may resell all or any part of the goods undelivered under contract without notice at public or private sale and Buyer shall be liable to Seller for the difference between the resale price and the price at which Buyer agreed to buy the goods together with incidental damages.

2. **TITLE TO AND RESERVATION OF SECURITY INTEREST IN THE GOODS:** Until Buyer has completed payment for the goods, title and ownership to said goods shall remain with Seller and its assigns, and Seller hereby reserves and Buyer hereby grants to Seller a purchase money security interest in the goods. The goods shall at all times be located at the place to which delivery is to be made as indicated in the Agreement unless written approval is obtained from Seller for removal to some other place. Said goods shall not become a part of the realty.

If the Buyer defaults in the payment of any part of the purchase price as herein provided at any maturity date as to any payment or fails to comply with or defaults in any of the material provisions of the Agreement, or in the event that a petition for a receiver or in reorganization or in bankruptcy is filed by or against Buyer, or whenever Seller or its assigns shall deem themselves insecure then in any such event the full amount of the purchase price remaining unpaid shall become immediately due and payable at the option of the Seller or its assigns, and Buyer agrees to return said goods on demand, and Seller or its assigns may without notice of demand and without any legal process enter into a premises where the goods are located to take immediate possession thereof and to make such disposition deemed by Seller or its assigns as desirable. All payment shall be retained as liquidated damages for the use of the goods and not a penalty. The goods may be sold with or without notice at public or private sale, with the right of Seller or its assigns to bid in such sale, and the proceeds thereof less expenses shall be credited to the amount unpaid. Buyer agrees to pay the balance forthwith as liquidated damages for the breach of the Agreement.

Until payment for the goods has been completed, Buyer may not sell, transfer, convey, pledge, hypothecate or otherwise use the goods as security for any borrowing or for any other purposes.

3. **INSURANCE:** Buyer shall specifically insure the goods against "all risks" subject to normal exclusions, from the time that the risk of loss passes to Buyer during transit, during unloading, and continuously thereafter until all amounts payable by Buyer are paid in full to Seller for no less than the total amount owing to Seller, with loss first payable to Seller, as its interests may appear. Evidence of such insurance satisfactory to Seller shall be submitted by Buyer prior to shipment or Seller may procure such insurance at Buyer's expense.

4. **CANCELLATION:** Seller reserves the right to cancel any order previously accepted upon notification to Buyer and return any deposit previously paid, which return shall be Seller's sole liability to Buyer with respect to such cancellation. If Buyer cancels an order accepted by Seller, Buyer shall pay to Seller a cancellation charge equal to the sum of (a) all expenses incurred by Seller prior to the date of written notification of such cancellation, including without limitation direct and indirect expenses, and (b) 30 percent of the price for the goods.

5. **WARRANTY:** Seller warrants the goods delivered hereunder to be free from defect in material and workmanship for a period of one (1) year after delivery (or six (6) months if such goods are used in double shift, or ninety (90) days if such goods are spare parts). The above warranty shall not apply to, and Seller shall have no obligation with respect to, any alleged defect arising from, caused by, related to, or with respect to which (as appropriate):

- Any alteration, additions or attachment to or modification of the goods not authorized in advance in writing by Seller that interferes with the normal and satisfactory operation or maintenance of the goods;
- Movement of the goods (or portion thereof) after installation without the prior written consent of Seller;
- Electrical work external to the goods;
- Noncompliance with environmental specifications relative to proper utilization of the goods;
- Any special equipment ordered by Buyer that is not manufactured or designed in accordance with the Seller product brochure and/or Seller product list;
- Consumable goods;
- Any portion of the goods that is not manufactured by Seller;
- Any cause other than normal wear and tear, including without limitation neglect, misuse, repair or maintenance by any party other than Seller, accidents, failure of power, air conditioning, humidity control, or acts not within the reasonable control of Seller; or
- Any defect that is visible or discernible through reasonable diligent inspection (any such defect having been subject to Buyer's prior right of rejection or non-acceptance)

6. LIMITATION OF WARRANTY.

All specifications, performance figures, drawings, and particulars of weights and dimensions made available by Seller are approximate only and the descriptions and illustrations contained in Seller's catalogs, price lists, or sales material are intended only to present a general idea of their subject matter, and none of the items referred to above shall create any warranty whatsoever. Recommendations for the use of the goods are suggestions only and no directions and Seller makes no express or implied warranties with respect thereto.

EXCEPT AS NOTED AT SECTION 5 ABOVE, THE PARTIES AGREE THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES BY SELLER, EITHER EXPRESS OR IMPLIED, OR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION CONTAINED HEREIN.

7. **PROCEDURE FOR WARRANTY CLAIM:** Any Warranty claim must be presented to Seller in writing within the applicable Warranty period and within two weeks after discovery of the alleged defect, and the notification must describe in reasonable detail the alleged defect. Upon confirmation from Seller that the goods or part thereof is defective and is covered by the Warranty, Buyer must pack and ship the defective part to the facility designated by Seller in accordance with packing instructions provided in the Seller instruction manual for the goods.

8. **REMEDY:** Seller will repair or replace, at its sole option, any defective nonconforming part of the goods that is covered by the Warranty and for which the Warranty procedures have been followed. In the event that Seller elects to replace a defective product or part thereof, the defective product or part thereof shall remain the sole property of Seller. Seller retains the right to replace an original part with a technically similar repaired part.

9. **LIMITATION OF REMEDY: REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART THEREOF CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER IN THE EVENT OF BREACH OF ANY WARRANTY BY SELLER, EXPRESSED OR IMPLIED, OR OF THE AGREEMENT.**

10. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS PROFITS, LOSS SALES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM ANY PROVISION OR TERM OF THE AGREEMENT OR IN CONNECTION WITH THE PURCHASE, OPERATION OR USE OF THE GOODS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SELLER, OR OTHERWISE.**

11. **LIMITATION OF ACTION:** Any action by Buyer for breach of the Warranty or of the Agreement must be commenced by Buyer within 18 months after the date of shipment of the goods.

12. **ACCEPTANCE:** Buyer shall be deemed to have accepted any and all goods shipped to it unless Buyer shall have notified Seller in writing of any nonconforming goods or defects therein within seven (7) days of receipt of the goods. Both Buyer and Seller acknowledge and agree that a seven-day inspection period is an adequate and reasonable time within which to inspect the goods and to identify nonconforming goods.

13. **DELIVERY:** Delivery dates set forth herein are approximate; without limitation of the foregoing, deliveries received by Buyer within 30 days of the specified shipment date shall be deemed timely delivery. Seller shall be entitled to make partial delivery of goods to Buyer.

14. **DELAY OR NONPERFORMANCE:** Seller shall not be liable for delay in shipment to any cause beyond its reasonable control, nor shall such delay entitle Buyer to cancel any order or refuse to accept delivery. Seller shall not be liable for failure or delay in shipment or other performance hereunder if such failure is due in whole or in part to strikes, fires, accidents, wars, rebellions, civil commotion or public strike, acts of any government, whether legal or otherwise, acts of public enemies, force majeure, inability to secure or obtain or delay in securing or obtaining transportation, machinery, materials, or sufficient qualified labor, or any other causes beyond Seller's reasonable control.

15. **RISK OF LOSS:** Unless otherwise specifically agreed in writing, risk of loss of the goods shall pass from Seller to Buyer when the goods or any portion thereof, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, are placed in the possession of the carrier for shipment to Buyer. Seller may choose any reasonable carrier for delivery.

16. **INDEMNITY:** Seller shall, at its own expense, defend any suit that may be instituted against Buyer for alleged infringement of any United States patent or copyrights related to the parts of the goods manufactured by Seller, provide that: (a) Such alleged infringement consists in the use of only such goods and not as a part of or in combination with any other devices or parts; (b) Buyer gives Seller immediate notice in writing of any such suit and permits Seller, through counsel of its choice, to answer the charge of infringement and defend such suit and (c) Buyer gives Seller all needed information, assistance and authority, at Seller's expense, to enable Seller to defend such a suit. In the case of a final award of damages in any such suit, Seller will pay such award, but shall not be responsible for any settlement made without its prior written consent. This Section states Seller's total responsibility and liability, and Buyer's sole remedy, for any actual or alleged infringement of any patent or copyright by the goods or any part thereof, provided hereunder. In no event shall Seller be liable for any indirect, special, or consequential damages resulting from any such infringement. Notwithstanding the foregoing, with respect to any goods manufactured by Seller to Buyer's design, specification or instruction, Buyer warrants that such goods (including manufacturing processes therefor) do not infringe any proprietary rights of a third party, and Buyer hereby indemnifies an holds harmless Seller from and against any costs, liabilities and expenses (including attorney and expert fees) which result by reason of Seller's manufacture or sale to Buyer of such goods.

17. **PROPRIETARY INFORMATION:** All proprietary information (including without limitation Seller's drawings and specifications for the goods) and other confidential information obtained by Buyer from Seller in connection with the goods shall remain the property of Seller. For a period of five (5) years from the date of disclosure to Buyer, Buyer shall not disclose such proprietary information to any third party or use such information in any way other than as expressly provided by written contract with Seller. Notwithstanding the foregoing, Buyer shall not disclose to third parties or use (other than as permitted by written contract with Seller) information constituting trade secret (as defined under Georgia law) of Seller for so long as such information constitutes a trade secret as so defined.

18. **MODIFICATIONS:** This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale of the goods specified herein. No modification of this Agreement shall be binding upon the parties unless in writing and signed by the party to be bound. Any term or provision contained in any document of Buyer which is inconsistent with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the goods. No agent, employee, or representative of Seller other than its officers has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under the Agreement and unless an affirmation, representation or warranty made by an agent employee, or representative is specifically included within the Agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

19. **WAIVER:** Waiver by Seller of a breach by Buyer of any provision of the Agreement shall not be deemed a waiver of future compliance with the provision of the Agreement breached.

20. **ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Buyer without the written consent of Seller, and no delegation of any obligation by Buyer shall be made without the written permission of Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. **CONTROLLING LAW:** The validity and interpretation of the Agreement shall be governed by the laws of the State of Georgia.

22. **REQUIRED NOTIFICATION:** Buyer shall give immediate written notice to Seller of any claim or action asserted against Buyer for which Seller is or may be ultimately liable under state or federal law, including without limitation any claim for breach of warranty or for infringement.

23. **JURISDICTION:** Buyer, to the extent it may lawfully do so, hereby submits to the jurisdiction of any state or federal court located in Fulton County, Georgia as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts for the purpose of any suit, action or other proceeding arising out of any of the Buyer's obligations under or with respect to the Agreement, and Buyer expressly waives any and all objections that Buyer may have as to jurisdiction and/or venue in any of such courts. Buyer further agrees that it may be validly served with any legal process in connection with the foregoing by the mailing of a copy thereof by registered or certified mail at its last address communicated to seller in writing.