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NELA USA Terms and Conditions of Sale

ACCEPTANCE

The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying for the sale of NELA-USA's products or services except those which relate to prices, quantities, delivery schedules, and the description and specifications of the products. Unless agreed to in writing by NELA USA, NELA-USA hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to a purchase order. Purchaser's acceptance of products or services called for in said purchase order and issuance of a purchase order for said products shall constitute its acceptance of the following terms and conditions.

EQUIPMENT SELECTION

The Purchaser hereby agrees to accept responsibility for the selection, use of, and intended results to be obtained from the Equipment.

EQUIPMENT

NELA-USA agrees to sell and deliver, and Purchaser agrees to pay for the Equipment described herein. Purchaser acknowledges that the Equipment being manufactured specifically for purchaser and that once the Equipment is assembled; the Equipment cannot be sold to another party without substantial rework at great cost to NELA-USA. Purchaser agrees that it will not cancel its order for the Equipment once the Equipment has begun assembly. Any cancellations requested by Purchaser after the Equipment has been assembled will not be accepted by NELA-USA. Furthermore, once the Equipment has been assembled, NELA-USA will not refund any part of the Cash Sales Price paid to NELA-USA by Purchaser.

INSTALLATION

Components of the Equipment shall be deemed to be installed on the date of completion of the installation process of such component at Purchaser's designated address.

Unless otherwise specified in writing, Purchaser assumes responsibility for installation. NELA-USA agrees to make installation and on-site technical support services available at NELA-USA's then prevailing rates.

PURCHASER SUPPLIED EQUIPMENT

Installation and performance of purchaser or third party components or control systems not supplied by NELA-USA will be the responsibility of the purchaser and/or the actual supplier. NELA-USA will not be held responsible for failure of the system based on non-performance of third party or purchaser supplied components or control systems.

MAINTENANCE

Purchaser assumes responsibility for maintenance on the goods sold to Purchaser and to maintain them in a safe operating condition. NELA-USA agrees, however, to make maintenance services available at its then-prevailing rates.

PAYMENT

All taxes payable with respect to the Equipment shall be paid by the Purchaser. NELA-USA shall submit to the Purchaser invoices for all due and payable charges. Purchaser agrees to pay all invoices in full within the time period stated on the invoice.

If payment in full for any invoice is not received by NELA-USA on or before the due date, Purchaser agrees to pay interest computed at the rate of one and one half percent (1.5%) per month in full, plus all costs of collection, including reasonable attorney's fee if collected by or through the efforts of an attorney-at-law. Unless otherwise specified, all quoted duties, freight insurance and installation labor are estimates only. Purchaser is obligated to pay actual costs. Bank card payments cannot be accepted for capital equipment purchases.

WARRANTY

NELA-USA warrants that NEW Equipment will conform in all material respects to the specifications furnished pursuant to this Agreement for a period of one year from the date the machine is installed on the Purchaser's premises.

NELA-USA warrants that on Equipment MODIFIED or REMANUFACTURED by NELA-USA, only the new components added as part of the modification or remanufacturing will conform in all material respects to the specifications furnished pursuant to this Agreement for a period of ninety days from the date the machine is installed on the Purchaser's premises.

NELA-USA will replace all defective parts and will provide Field Service support (labor only) to correct defects in NEW equipment.

NELA-USA will replace all defective parts and may, at its discretion, provide Field Service support (labor only) to correct defects in REMANUFACTURED or MODIFIED by NELA-USA equipment.

Unless otherwise agreed to in writing, the Purchaser will be responsible for a Field Service Technician's expenses while on site, and in traveling to and from the Purchaser's site.

This Warranty covers all components, with the exception of items deemed to be consumable. The Warrantee will begin on the date of completion of installation or within 30 days of shipment date, whichever occurs first.

UNLESS OTHER TERMS ARE AGREED TO IN WRITING. INSTALLATION AND OPERATOR TRAINING PROVIDED BY NELA-USA OR AN AUTHORIZED AGENT OF NELA-USA IS REQUIRED TO VALIDATE THIS WARRANTY

Failure to perform scheduled maintenance on the equipment or to operate the equipment within NELA-USA's specifications will void this warranty.

NELA-USA MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE EQUIPMENT EXCEPT AS SPECIFICALLY SET FORTH ABOVE. NELA-USA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

TITLE AND SECURITY INTEREST

To secure payment of the purchase price and all amount due or to become due to NELA-USA, NELA-USA reserves and Purchaser grants to NELA-USA a purchase money security interest in the Equipment and Purchaser agrees and grants to NELA-USA a security interest in any substitutions, replacements and additions to the Equipment and any proceeds of the Equipment. Purchaser agrees to execute and deliver, at NELA-USA's request, any financing statement or other instrument or documents presented by NELA-USA to the Purchaser in order to complete, perfect or continue NELA-USA's security interest in the Equipment. The Purchaser shall keep the Equipment at the address shown within this Agreement and shall allow NELA-USA to inspect the Equipment at any reasonable time until the Cash Sales Price is fully paid by the Purchaser to NELA-USA. Nothing stated herein shall be deemed to extend the



date on which any required payment of the purchase price is due and payable by the Purchaser to NELA-USA. The Purchaser assumes full risk of loss or damage to the Equipment upon Manufacturer's or NELA-USA's delivery to a shipper or common carrier of the Equipment, or any part of component of the Equipment, to a shipper or common carrier. The security interest granted to NELA-USA shall terminate as such time as the Cash Sales Price has been paid in full by the Purchaser to NELA-USA.

If the Purchaser fails to pay any required payment of the purchase price when due and owing, NELA-USA may, at its discretion and at any time, with or without giving prior notice to the Purchaser, and without incurring liability to Purchaser (i) terminate the attached Agreement and repossess the Equipment, or (ii) maintain the attached Agreement in effect and pursue any legal course of action available to NELA-USA to recover the unpaid portion of the Cash Sales Price.

DELIVERY

NELA-USA agrees to provide for delivery of the Equipment to the Purchaser at the Purchaser's address shown on the attached agreement, provided that the Purchaser shall reimburse NELA-USA for duties, freight and freight insurance charges. Unless other specific arrangements are agreed to, NELA-USA shall select the carrier for delivery of the Equipment to the Purchaser. Purchaser agrees that shipment of the Equipment may be made in more than one delivery and that the Equipment may be shipped directly from the manufacturer to the Purchaser in accordance with the manufacturer's instructions. Purchaser agrees to provide a suitable location for the Equipment. Purchaser agrees that NELA-USA shall not be liable for its inability to meet requested schedules. All orders will be filled based on receipt of orders and down payments.

The Purchaser is responsible for reporting all damage and handling of all claims for damages relating to the shipment of the equipment. In all cases, the customer should note the condition of the shipment upon delivery. If the NELA-USA equipment has been damaged in transit the customer is responsible for filing a claim with the carrier and notifying NELA-USA.

SOFTWARE AND PLC SOURCE CODE

Software and PLC source code (Hereafter referred to as software) provided hereunder, including any subsequent improvements or updates is the property of NELA-USA, Software may, at NELA-USA's sold discretion, be provided to the Purchaser upon written request and completion on a Mutual Non-Disclosure Agreement. Purchaser shall not provide or otherwise make available the software or any other part or copies thereof in any form to any third party. Title to the ownership of the software and any modified parts thereof shall at all times remain the property of NELA-USA. NELA-USA represents that it has the right and authority to provide all software necessary to operate each system. Certain programs provided for use in conjunction with the proposed system may be licensed to NELA-USA by the owner thereof. Purchaser agrees that any sublicense granted to it by NELA-USA shall be limited to such terms and conditions as NELA-USA is empowered to grant. Purchaser agrees to comply with all terms and conditions of any such sublicense. NELA-USA shall have the right to terminate Purchaser's use of provided software if Purchaser fails to comply with these terms and conditions and Purchaser agrees, upon notice of such termination, to immediately return or destroy the software and all portions and copies thereof. Any modifications made to the equipment software by the Purchaser will void the equipment warrantee and absolve NELA-USA from any and all product liability claims including personal injury.



NON-DISCLOSURE

Purchaser acknowledges that it is receiving confidential or proprietary information and know-how from NELA-USA by way of this proposal and/or sale. Purchaser agrees that it accepts all such information, whether found, without limitation, on or in manuals or diagrams or disclosed in meetings or training classes, on a confidential basis only for the purpose of evaluating, using and/or operating the proposed equipment described in the attached proposal in its business. Purchaser agrees that it, its agents, employees and/or servants will take all necessary steps to safeguard the confidentiality of all such information and know-how. Purchaser further agrees that neither it nor its agents, employees and/or servants will disclose to any third party or make any other use of any such information or know-how without the express, written consent of NELA-USA. Purchaser also agrees that a public disclosure of a portion of any of said information or know-how will not release it from its obligations under this Agreement with respect to the remainder of said information or know-how.

LIMITATIONS OF REMEDIES

Purchaser agrees that NELA-USA's sole liability and the Purchaser's exclusive remedies for any failure of NELA-USA to perform according to the terms of the attached Agreement shall be as follow: (i) NELA-USA shall have no liability whatsoever with respect to any claim for failure of the equipment to perform as expected by the Purchaser or as warranted by the manufacturer, and Purchaser agrees to look solely to the manufacturer or its authorized representatives for maintenance and repair of the Equipment and the Manufacturer's Software and/or source code: (ii) NELA-USA's entire liability for damages for NELA-USA's failure to perform in accordance with the obligation of the attached Agreement, whether such damages arise from breach of contract or from a tortuous act, including negligence, shall be limited to the lesser of (a) the Purchaser's actual damages or (b) the amount of the Cash Sales Prices actually paid by the Purchaser to NELA-USA: (iii) NELA-USA shall have no liability for special or consequential damages or for any lost profits, exemplary or punitive damages, notwithstanding that NELA-USA has been advised of the possibility of such damages and (iv) NELA-USA shall not be responsible for any damages incurred by the Purchaser in connection with any cause that is beyond NELA-USA's control.

RESPONSIBILITIES OF PURCHASER

1. Purchaser is responsible for all power and other utility connections to the NELA-USA equipment. Connections must be done in accordance with all applicable codes.
2. Purchaser is responsible to provide clean, dry, filtered air of adequate air pressure and volume to the NELA-USA equipment. If air, oil or other contaminants are found to have entered the NELA-USA equipment via the customer supplied air system, the equipment warranty is void.
3. Purchaser is responsible for all moving and rigging for the machinery and is responsible for moving the equipment under the direction of a NELA-USA Field Service Technician.
4. Purchaser is responsible to provide a clean environment, free of ink and paper dust, for the NELA-USA equipment. This area must not be subject a temperature changes exceeding +/- 10° F.
5. Purchaser is responsible for all local and state licenses, permits, inspection costs, all local regulatory agency approvals and conformance to local electrical and installation codes unless provided for in the contract.
6. Purchaser is responsible for the operation of NELA-USA supplied equipment in accordance with NELA-USA recommended practices with all safety guards in place and mechanical and electrical interlocks maintained in operating order.
7. Purchaser is responsible for providing 50-100 test plates, press time and supplies if necessary, and a press crew for testing the fit of plates on the press during start-up while a NELA-USA Field Service Representative is on-site.



8. Purchaser must provide a level floor on which to install the NELA-USA equipment. Level is defined as within +/- .125" over a 10-foot length. If this specification is not attainable, the Purchaser is responsible for the supply of shims and/or mounting pads to meet this specification.

MISCELLANEOUS

1. The attached Agreement shall become effective only upon its acceptance, which shall be evidenced by signature of a duly authorized officer of NELA-USA where designated on the attached Agreement.
2. The attached Agreement is not assignable by the Purchaser without the prior written consent of NELA-USA and any attempted assignment of the attached Agreement without such consent shall be void.
3. The attached Agreement may be amended only in writing expressly purporting to create an amendment to the attached Agreement and signed by Purchaser and NELA-USA.
4. The attached Agreement constitutes the entire statement of the terms and conditions between NELA-USA and Purchaser with respect to the subject matter hereof, and no prior or contemporaneous statement or understanding, whether written oral, shall be binding upon NELA-USA or shall become part of the attached Agreement.
5. The attached Agreement shall be governed by and construed in accordance with the laws of resolved by a state or federal court of competent jurisdiction in the State of Wisconsin.
6. In the event that any paragraph, term or provision of the attached Agreement shall be deemed to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality or enforceability of any other provision of the attached Agreement, but the attached Agreement shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not a part thereof.
7. The failure of either party to enforce or exercise any right or remedy granted herein or by law shall not constitute a waiver of such right or remedy and shall not relieve the other party of any obligation to comply subsequently with the terms and provisions of the attached Agreement.
8. Titles or captions contained in the attached Agreement are inserted only as a matter of convenience and for reference, and in no way, define, limit, prescribe, or extend the scope of the attached Agreement or the intent of any provision thereof.