

TRUMPF TECHNICAL QUOTATION



All pictures are examples. The product may differ from the image.

TruBend 2100

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1. TRUMPF and the TruBend 2100



The TRUMPF Group is the premier developer and builder of sheet metal fabrication machine technology in the world: Our laser-cutting machines, punching machines, and bending machines set the industry standard for high performance, dependable precision, and ease-of-use. The TRUMPF Group is also a leader in the design and production of laser sources. In addition to designing durable high-power lasers for heavy industry, TRUMPF also provides a wide range of specialized laser solutions for applications as wide-ranging as electronics manufacture, 3D printing, and material surface treatment.

The TRUMPF Group is a family-owned company, and the world headquarters are located in Ditzingen, Germany (near to the city of Stuttgart). The TRUMPF Group is represented by over 70 subsidiaries in all the world's leading markets. Our production facilities are located in Germany, France, Great Britain, Italy, Austria, Switzerland, Poland, the Czech Republic, the USA, Mexico, China and Japan.

The North American headquarters of the TRUMPF Group are in Farmington, Connecticut, where TRUMPF manufactures solid-state laser sources as well as laser-cutting machines. In addition to manufacturing for the Group, the Farmington campus maintains various applications testing labs and a sophisticated training facility to support our machine tool customers. An extensive network of around 200 TRUMPF field service engineers in the USA are also supported and supervised from Farmington. Our experienced and professional technical service team is always just a phone call away, 24/7, at 1-844-TRUMPF1.

With the TruBend 2100 press brake, TRUMPF offers the high build quality that our brand is known for at a sharply-reduced price point. The TruBend 2100 delivers 110 US tons of pressing force and 120" of bending length capacity with excellent speed, precision, and industry-leading safety features. We believe there are many fabricators that have a need for easy, precise bending, but perhaps don't have the volume required to justify a high-end machine. Maybe bending for you is just a necessary evil: Something you need to have but is really secondary to your business. Such situations don't justify a large capital investment, but they do still justify having the best machine your budget allows.

Enter the TruBend 2100. The machine comes in only one configuration, so we reduce the production cost. We offer it only over the internet. Components which aren't absolutely needed, such as sheet metal covers that serve only aesthetic purposes, have been stripped away. What's left is a press brake that is both simple and unassuming, but with the heart of a thoroughbred race horse.

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2. Standard Features of the TruBend 2100

Standard machine price includes the following

| | | | |
|----------|---|---------------|------------------|
| 1 | TruBend 2100 (B35) | Price: | \$105,000 |
| | Machine | | |
| | <ul style="list-style-type: none">▪ Box frame▪ Press beam▪ Spherical bearing of the press beam with press beam tilting▪ Electro-hydraulic upper drive▪ Block hydraulics▪ Distance measurement system (Y axis)▪ Hydraulic oil filling (life-long filling)▪ Oil cooler | | |
| | Crowning | | |
| | <ul style="list-style-type: none">▪ Self-regulating, combined crowning | | |
| | Backgauge | | |
| | <ul style="list-style-type: none">▪ 4-axis backgauge (X, R, Z1 and Z2 axis)▪ Gauge fingers (two pieces) | | |
| | Control | | |
| | <ul style="list-style-type: none">▪ T3500T Multi-Touch machine control▪ Integrated TRUMPF technology data▪ 3D visualization for T3500T control | | |
| | Data transmission | | |
| | <ul style="list-style-type: none">▪ USB interface▪ RJ45 network interface | | |
| | Operation | | |
| | <ul style="list-style-type: none">▪ Operating unit with foot switches | | |
| | Safety | | |
| | <ul style="list-style-type: none">▪ Standard safety device: (B35) | | |
| | Services | | |
| | <ul style="list-style-type: none">▪ Transport brackets▪ Online Video Operator Training▪ Machine installation by certified TRUMPF technician | | |
| | Material handling | | |
| | <ul style="list-style-type: none">▪ 2x Support bracket | | |
| | Starter bending tool package | | |
| | <ul style="list-style-type: none">▪ A 120" / 3050mm starter set of precision-ground, segmented bending tools is included | | |

Subtotal **105,000 USD**

Any applicable sales tax, as well as freight and rigging charges are not included

3.

TruBend 2100 Quotation

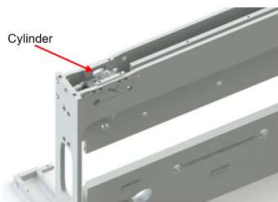


3. Additional information about the TruBend 2100 features

1

Basic machine TruBend 2100 (B35)

Machine Box frame

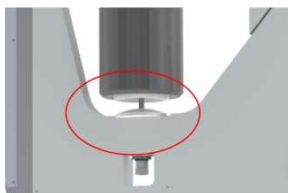


- The robust machine frame consists of a welded construction: a press table, two side columns and two connecting beams
- The entire machine design was calculated using the finite element method and was designed to resist fatigue
- The robust frame design ensures precise results even after years of continuous operation under maximum loads

Press beam



- The press beam is characterized by a high rigidity, thus ensuring exact bending results
- The press beam is guided using double roller bearings on both sides
- A high and constant bending accuracy is achieved through hardened bars and the adjustable "zero-play" setting



Spherical bearing suspension of the press beam with tilt

- Spherical connection between press beam and cylinder
- The tilting function enables the production of geometric shapes such as funnels and allows simple left/right angle corrections to be made when producing long profiles
- The spherical bearing prevents cylinder damage (leakage) due to radial forces caused by press beam tilting
- The maximum tilt between Y1 and Y2 is $\frac{1}{4}^{\circ}$

Electro-hydraulic upper drive

- Exactly synchronized operation of the cylinders is achieved through the electro-hydraulic drive system with proportional valves
- IE3 drive motor (high efficiency)

Block hydraulics

- High accuracy and even press beam movement through block hydraulics with a low-noise high-pressure internal gear pump
- The high axis speeds (Y rapid traverse, Y return and Y press operation) enable high productivity

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Distance measurement system (Y axis)

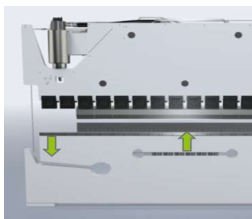
- The high positioning accuracy of the press beam (Y axis) is ensured by a mechanically guided magnetic incremental distance measuring system

Hydraulic oil filling (life-long filling)

- The machine is delivered with a full oil tank
- This high-quality oil has a service life of ten years, making oil changes under normal conditions unnecessary

Oil cooler

- The oil cooler prevents the oil temperature from increasing too much and in doing so ensures precise, repeatable movement of the press beam
- The oil cooler is especially useful for hot regions (ambient temperature > 95 F / 35 C) and/or for long machine runtimes with maximum tonnage loading of the machine (3-shift or bottom bending)



Crowning

Self-regulating, combined crowning

- The crowning compensates for the deflection of the press beam and the press table during the bending process and in so doing ensures a constant bending angle along the entire bending length
- The crowning is set automatically under load via crowning slots and via CNC-controlled hydraulic cylinders

Backgauge

4-axis backgauge (X, R, Z1 and Z2 axis)

- In addition to the CNC-controlled axes of the 2-axis backgauge the gauge fingers are automatically positioned in the Z direction
- Higher productivity, especially when bending workpieces at multiple tool stations



Gauge fingers (two pieces)

- Hardened, wear-resistant gauge fingers ensure constant flange lengths
- The workpiece can butt against the backgauges at three different positions
- Easier back stop positioning of larger workpieces is possible by resting them on the gauge fingers

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Control

T3500T Multi-Touch machine control



- User-friendly 17" multi-touch control with integrated tool database and USB interface
- The infrared touch-technology enables operation with gloves
- CNC bending programs can be numerically or graphically generated on the control
- With graphic programming, the bending sequence and all of the bending parameters are calculated based on a graphically generated product drawing
- Thanks to the swiveling and rotating support arm, the control panel can easily be set to the needs of the operator

Integrated TRUMPF technology data

- The control calculates all bending parameters based on the TRUMPF technology data for standard tools and standard materials
- Modifications for customer-specific materials or tools can be performed by the user

3D visualization for T3500T control

- Enables the 3D visualization and simulation of bending programs which are either graphically programmed or programmed with TruTops Boost, for T3500T control
- Supports the operator in the handling of the bending part

Data transmission

USB interface

- The machine control is equipped with a USB port as standard

RJ45 network interface

- The machine control is equipped with an RJ45 network interface (10 or 100 MBit/s) as standard

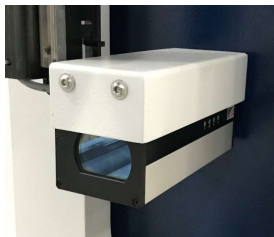
Operation

Operating unit with foot switches

- Easy positioning thanks to the compact design and low weight
- Functions: Stroke triggering with EMERGENCY STOP, press beam UP and an EMERGENCY STOP push-button

Safety

Standard safety device: (B35)



- Sideways pivoting safety doors with electronic monitoring prevent lateral entry into the working area
- Rear safety doors with electronic monitoring enable access into the machine interior
- The machine is secured with EMERGENCY STOP push-buttons
- Bend Guard laser safe system.

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Services

Transport device

- The transport device enables safe transport and an easy installation process



Material handling

- The support brackets make it easier to handle large, heavy workpieces or can also be used as deposit surfaces for blanks
- The support brackets can be manually adjusted in R direction and can be fastened using quick clamping devices
- Positioning in Z direction in 160 mm steps possible
- The support brackets are screwed to the machine frame
- Carrying capacity: 70 kg per support bracket
- Scope of delivery: two pieces

Standard Tooling Package

One Upper Tool and Two Lower Tools, Full-Length

- Get started bending right away with high quality tools from TRUMPF!
- Each set consists of precision ground segments of different lengths, so you can easily set up for any length bend.
- Each starter tool set comes in a length of 120" / 3050mm, so you can utilize the full bending capacity of the TruBend 2100 right away.
- Includes upper tool OW201/K: Radius 0.040" / 1mm, Height 4.7" / 120mm,
- Includes lower tool EVW10/84: Die Opening 0.393" / 10mm, Height 3.94" / 100mm
- Includes lower tool EVW20/84: Die Opening 0.787" / 20mm, Height 3.94" / 100mm

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4. Technical data

TruBend 2100 (B35)

Machine

| | |
|--|-----------------------------------|
| Press force | 110 US tons / 1000 kN |
| Bending length | 120" / 3060 mm |
| Width between columns | 133" / 3384 mm |
| Usable open height with manual tool clamp | 13.75" / 350 mm |
| Maximum distance between the lower edge of the press beam and the upper edge of the machine table | 18.5" / 470 mm |
| Maximum distance between the lower edge of the press beam and the upper edge of the machine table (increased installation height option) | 24.4" / 620 mm |
| Press beam tilt | ± 1/4" / ± 6.5 mm |
| Table width | 4" / 100 mm |
| Working height (minimum/maximum) ¹⁾ | 41.3" – 42.1" / 1049 mm - 1069 mm |

Speeds

| | |
|---|-----------------------|
| Y rapid traverse (with BendGuard safety system) | 472 ipm / 200 mm/s |
| Maximum Y press operation ²⁾ | 35.4 ipm / 15 mm/s |
| Y return | 472 ipm / 200 mm/s |
| X axis | 1,181 ipm / 500 mm/s |
| R axis | 472 ipm / 200 mm/s |
| Z axis | 2,362 ipm / 1000 mm/s |

Positioning accuracy

| | |
|--------|-------------------|
| Y axis | 0.0004" / 0.01 mm |
| X axis | 0.0002" / 0.05 mm |
| R axis | 0.004" / 0.1 mm |

Traverse paths, stop range

| | |
|---|-----------------|
| Stroke, Y axis | 7.8" / 200 mm |
| Stroke, Y axis (increased installation height option) | 13.75" / 350 mm |
| Traverse path of the X axis | 23.6" / 600 mm |
| Maximum stop range in the X direction | 33.85" / 860 mm |
| Traverse path of the R axis | 5.9" / 150 mm |

1) For 100 mm / 4" lower tool height.

2) Depending on the selected die width and operation cycle. Depending also on local regulations.

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Control, hardware

Standard

T3500T multi-touch control

Connected loads

Connected load (IEC) approximately

20 kVA

Dimensions, weights

Length

142" / 3607 mm

Width

64.72" / 1644 mm

Height

93.3" / 2370 mm

Weight

16,940 lbs. / 7700 kg

Paint

Textured paint

white = NCS S 0505 R80B, blue = approximately
RAL design 250 20 20, black = RAL 9005, silver
elements in RAL 9006

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TruBend 2100 Satisfaction Guarantee

At TRUMPF we are sure that you will appreciate the speed, precision and ease-of-use of your new TruBend 2100 press brake. In fact, we are confident that this product will exceed your expectations. If for any reason, or no reason, you are not satisfied with the performance of your TruBend 2100, notify us 90 days from the date it was delivered to your location and we will take it back. TRUMPF will send a truck to collect the machine, no questions asked.

- Upon installation of the machine, our service technician will activate a time lock function on the control. After 90 days from installation, the machine will automatically lock. At that time, you can decide to purchase the machine or return it to TRUMPF.
- TRUMPF will pay for the freight and rigging charges to remove the TruBend 2100 from your location.
- Your 10% downpayment is not refunded.

TRUMPF, Inc. Terms & Conditions of Sale for Equipment and Automation

This Agreement governs the sale of commercial off-the-shelf and commercial items products from Seller's product lines (hereinafter referred to as "Goods" or "Equipment"). Seller makes all quotations and accepts orders for such Goods/Equipment only on the terms and conditions stated herein ("Terms of Sale"):

1. ORDER ACCEPTANCE: All orders are subject to acceptance only at Seller's facility in Farmington, Connecticut. These Terms of Sale shall be deemed accepted by Buyer upon Seller's receipt of Purchase Order from Buyer. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with or in addition to the Terms of Sale, unless expressly accepted in a writing signed by Seller. In the event of conflict or differences in the terms or conditions of Buyer's Purchase Order and the Terms of Sale herein, the Terms of Sale shall govern.

2. PRICES: All prices are: (a) Seller's current prices and are subject to change without notice at any time prior to acceptance of Buyer's order; (b) subject to all federal, state and local taxes upon the production, sale or shipment of the Goods sold hereunder, now or hereafter becoming effective, and if not included in the invoice, such amount may be invoiced later, and Buyer shall pay all such taxes.

3. SHIPMENTS: Domestic: All orders are FOB (UCC) Seller's plant in Farmington, Connecticut (or such warehousing facilities as Seller may establish).

4. PAYMENT: 10% deposit required with purchase order, 90% due 90 days from installation of Goods. Title to the Goods shall pass to the Buyer only upon receipt of final and full payment of the Goods by Supplier, from Buyer. ALL PAYMENT TERMS ARE SUBJECT TO SELLER'S CREDIT APPROVAL.

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5. DELIVERY: The scheduled shipment date is an estimate and is subject to filling prior orders and delays caused by strikes, accidents, shortages, acts of civil authority or other causes beyond Seller's control. Buyer's acceptance of delivery time from the shipper shall constitute a waiver of any claim for delay.

6. INSTALLATION AND PRODUCT ACCEPTANCE:

(A) Preparation of Installation Site: Upon acceptance by Seller of any Purchase Order hereunder, Seller shall provide Buyer with a Pre-Installation Manual setting out requirements for site preparation at the installation site. Buyer is responsible for preparing the installation site as set out in the Pre-Installation Manual, for providing all utilities within rated parameters as stated in the Pre-Installation Manual, and for inspecting, rigging and placement of the Goods at the installation site.

(B) Inspection Upon Delivery: Upon arrival of the Goods at the installation site, the Goods shall be inspected for shortages and damage in transit by authorized personnel of both Seller and Buyer. Buyer shall notify Seller in writing of any such claims within ten (10) days after Buyer discovers or should reasonably have discovered facts upon which the claim is based, but in no event more than thirty (30) days after Installation Completion under subsection C below. Failure of the Buyer to give written notice of a claim within the time-period or in the form specified above shall be deemed to be a waiver of such claim. If any repairs are made by unauthorized personnel, Seller reserves the right to withhold warranty support and to charge Buyer per then current time and material rates for services provided if Seller determines that the root cause of a defect requiring service was caused by a third party vendor supplied product or service.

(C) Acceptance Testing and Acceptance: Notwithstanding prior inspection or testing, payment, or passage of title, all Goods shall be subject to final acceptance testing ("Final Acceptance Testing") after installation at the installation site to validate performance against Seller's quoted Technical Specifications. Final Acceptance Testing will be performed by Seller's operator and consist of (i) Seller's standard acceptance-test procedure which checks all aspects of Goods performance against Seller's quoted Technical Specification and (ii) any additional tests that are mutually agreed upon and specified in the purchase order or statement of work referencing these Terms and Conditions. Upon successful completion of the Final Acceptance Testing, the Goods shall be accepted, and Buyer shall sign and deliver to Seller the Seller's acceptance certificate ("Installation Completion"). Notwithstanding the foregoing, the Goods including any software shall be deemed accepted and the written acceptance form certifying Installation Completion shall be deemed executed by Buyer upon the earlier of either of the following two conditions; (x) in the event the Goods are placed into production by Buyer at the Installation Site; or (y) no later than 3 months after the date of delivery as determined by the terms of shipment.

7. EQUIPMENT WARRANTY: Except as otherwise provided in this Section 7, any Goods sold hereunder which (1) at the Installation Site, (2) have been properly installed and maintained by authorized persons, and (3) have been operated within the limits of rated and normal usage, are warranted to conform to Seller's quoted Technical Specifications and to be free of defects in material and workmanship, as determined by Seller's inspection, for a period of one year, or any purchased extended period, coming into effect upon Installation Completion. The terms of this warranty do not apply to any Goods which have a life, under normal usages, that is inherently less than one year. Product demonstrations, test parts, time studies, production estimates and other such particulars furnished to Buyer are only Seller's estimate and do not create a warranty. Within the warranty period, Seller will repair or replace without cost to Buyer any product or parts covered by the warranty which Seller finds to be defective in material or workmanship, provided that the Buyer gives the Seller prompt notice. This shall be the sole and exclusive remedy of the Buyer under this warranty.

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To facilitate efficient warranty services delivery, Seller may in its sole discretion deliver to the Installation Site a variety of spare parts such as are reasonably believed to be of potential use in completing the Services (such spare parts, together with those parts removed for replacement during Warranty Services, being collectively "Seller's Property.") Buyer will cooperate with Seller in maintaining Seller's Property in a secure location segregated from Buyer's Equipment and Inventory during Services and in providing access during normal business hours for delivery and pick up. Seller is solely responsible for the packaging and cost of shipment of Seller's Property to and from Buyer's Installation Site. Should Buyer elect to retain any of the unused Spare Parts after close of Warranty Services mission, Buyer will be billed for such Parts at a discount of 5% off Seller's List Price as of the date of retention.

Services under this warranty are provided during normal business hours and using standard freight delivery. Services and delivery may be otherwise provided dependent upon availability and will be invoiced at TRUMPF Service rates in accordance with TRUMPF Service policies and practices, which are incorporated by reference herein.

Seller shall not be liable under any warranty or other obligation if the alleged defect in the Goods does not exist or the defect or defective performance is caused in whole or in part by Buyer's or any third party's misuse, neglect, modifications or additions, the use of non-TRUMPF spare parts or consumables, unauthorized attempts to repair, or by accident or other hazard outside Seller's control. Use of a non-TRUMPF spare part shall void the warranty if the TRUMPF spare part is available under the warranty free of charge. The warranty described herein is granted only to the original purchaser of the Goods and original purchaser's specified end-user and is non-transferrable.

DISCLAIMER OF OTHER WARRANTIES: THE WARRANTY DESCRIBED IN THIS PARAGRAPH 7 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXCLUDED.

8. EQUIPMENT DATA SERVICES: Seller's Equipment is self-monitoring and collects and stores in its control unit Equipment Data recording certain performance metrics of the Equipment. On Equipment configured for Seller's Cloud Connect services, Equipment Data is collected in real time via Seller's secure service portal. Buyers of Equipment utilizing Cloud Connect active equipment monitoring shall receive enhanced Cloud Connect notification and technician scheduling throughout the Equipment warranty period and during any period in which the Buyer maintains a Seller Service Agreement providing for notification and reporting services. Seller reserves the right to add and remove services from Cloud Connect offerings at Seller's sole discretion.

"Equipment Data" means any data, metadata, logs or other information generated by the operation of Seller Equipment or embedded Software, but does not include personally identifiable information nor any information entered into the Software or the Equipment by Buyer's employees, agents, or end-users, except to the extent portions of such information appears in anonymized or aggregated form or in automated logs or similar records through the normal operation of the Software. Equipment end user can isolate inputs of personal and proprietary data from monitoring by following the technical table procedures set forth in the Software and Operators Manuals.

(A) Use of Buyer Data Elements. Use of Seller's Equipment in production environments utilizing data compilations, artificial intelligence, autonomous adjustments and comparable strategies requires access to elements of Equipment end user's geometries, materials and processing technologies ("Buyer Data Elements") as set forth in the technical documentation of the corresponding TRUMPF product. Upon such use of Seller's

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Equipment, Buyer grants to Seller rights to use such Buyer Data Elements as necessary for delivery of Goods and Services to Buyer for applications support and under warranty and service agreements, and to derive anonymized data points (limited to generalized extracted information such as the accumulated length of cut, average area of cut parts, and isolated process geometries) for use in product research and development. TRUMPF shall use the Buyer Data Elements solely for the purposes set forth above.

(B) Opt-Out Rights. Cloud Connect active equipment monitoring service is activated during installation. The Equipment end user can opt out of active machine monitoring by following the procedures set forth in the Software and Operators Manuals. End users who exercise this opt out option shall not receive Cloud Connect enhanced services, may experience limitations on machine functions or systems integrations that rely on information processed through Cloud Connect or automated data communications, or may be subject to surcharges increasing costs for contracted services.

(C) Data Security. Seller shall use the same care in protecting the integrity and security of Equipment Data as it uses to preserve the integrity and security of Seller's other proprietary information, but in no event less than reasonable care. Seller uses Equipment Data for delivery of Goods and Services under warranty and service agreements, and anonymized data points derived from Equipment Data in product research and development.

(D) Ownership of Equipment Data. Seller owns all rights, titles and interest in Equipment Data, and all data derived therefrom and reserves to itself all lawful uses thereof. Seller hereby grants Buyer a perpetual, non-exclusive, royalty-free license to use, reproduce and store the Equipment Data solely for the purpose of, and to the extent required in, operating the Goods, transferable only in conjunction with and as part of the transfer of ownership of the Goods to a new end user.

(E) CLOUD CONNECT SERVICES AS IS WARRANTY. SELLER'S CLOUD CONNECT SERVICES ARE PROVIDED 'AS IS' WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION 1) ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE INFORMATION, OR 2) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. WORKPLACE SAFETY, INDEMNIFICATIONS.

(A) Product Liability: With respect to all Goods or materials provided under this Agreement that are Seller's standard product or made to Seller's design or specifications, Seller shall, subject to the limitations of liability governing this Agreement, defend and indemnify Buyer against all third party claims and liability required to be paid by Buyer to the extent arising out of defective materials, workmanship or design by Seller.

(B) Infringement/Malware: Seller shall engage in commercially reasonable efforts to monitor the Goods supplied hereunder for infringement of third party intellectual property and the presence of viruses or other malicious code. TRUMPF represents that (i) the Goods are not known to infringe, violate or misappropriate any intellectual property right(s) of third parties; (ii) that TRUMPF has all of the rights, permits, licenses and authority known to be necessary to perform its obligations hereunder; and (iii) the Goods, including any software and the media it is delivered on, have been scanned for and been found to be free from viruses and other malicious code. Seller shall, subject to the limitations of liability governing this Agreement, defend and indemnify Buyer against all third party claims and liability required to be paid by Buyer to the extent arising out of Seller's negligence or malfeasance in monitoring the Goods as provided herein or in making the foregoing representations.

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(C) Workplace Practices: It is the responsibility of Buyer to know, understand and comply with the work and safety laws and regulations in effect and governing Buyer's use of the Goods provided hereunder. Buyer agrees that after installation of the Goods provided hereunder, the Goods and all persons other than Seller personnel operating or maintaining such Goods will be deemed under Buyer's exclusive control. To the extent governing law requires inspections, reviews, records keeping and/or after-purchase modifications to the Goods, it is the responsibility of the Buyer to arrange for and comply with such requirements and any associated costs are the sole responsibility of the Buyer. Subject to the limitation of liability governing this Agreement, Buyer shall indemnify Seller against all third-party claims and liability required to be paid by Seller to the extent arising out of (a) any modifications, including but not limited to repairs, made in the Goods by or on behalf of Buyer by persons or parties other than Seller, and/or (b) the Buyer's negligent use of the Goods, including but not limited to use in production with any of the Product safety functions disabled, obstructed or circumvented.

(D) Notice; Consent to Settlement: It is a condition of indemnification or defense under this Section 9 that in the event that any third party asserts a claim or liability with respect to any matter for which a Party is entitled to indemnification hereunder, the indemnified Party gives prompt written notice to the indemnifying Party of such claim or liability. No settlement of an indemnified claim shall require an admission of liability or impose an affirmative obligation on a Party hereto, including an obligation to indemnify, without the written consent of the Party so affected. Consent shall not be unreasonably withheld.

(E) Insurance: Each Party shall maintain comprehensive liability insurance coverage in an amount not less than one million dollars per occurrence with coverage of the other Party as an additional insured. Upon request, a Party shall provide the other Party with a certificate of insurance evidencing this coverage.

(F) Excluded Limitations: The above indemnifications shall not be limited by the availability of insurance coverage to the indemnifying party, or by any protection afforded the indemnifying party under the Workers' Compensation Acts, Disability Acts or other employee benefits acts.

10. LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY ON ANY INDEMNIFICATION OR ANY CLAIM OF ANY KIND, UNDER ANY THEORY, AT LAW OR IN EQUITY, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, MODIFICATION, REPAIR, OPERATION OR USE OF ANY SERVICE, GOOD OR PART THEREOF SHALL IN ANY CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICE, GOOD OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE CONTRACT SALE OR ANY OTHER DUTY OF THAT PARTY WITH RESPECT TO THE GOODS OR SERVICES OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES OR INJURY TO PERSONS OR PROPERTY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

11. FORCE MAJEURE: Except with respect to payment obligations under this Agreement, neither Party shall be liable for or will be considered to be in breach of or default under this contract on account of any delay or failure to perform as a result of any causes or conditions that are beyond the Party's reasonable control and that the Party is unable to overcome through the exercise of commercially reasonable diligence, including but not

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limited to pandemics, fire, explosion, flood, storm or other acts of God, disruptions in transportation networks, failures of carriers or utilities, war, embargo, strike, riot, or the intervention of any government authority. If any force majeure event occurs, the affected Party shall give prompt written notice to the other party and use commercially reasonable efforts to minimize the impact of the event.

12. LIMITATION OF ACTIONS: No action for breach of any term of this contract of sale or any other duty of Seller with respect to these Goods may be commenced more than one (1) year after Installation Completion.

13. CHANGES, CANCELLATION: Any changes to the scope of the Goods and Services under this Agreement must be agreed in a writing executed by both Parties. Orders may not be canceled except by written notice received by Seller prior to shipment. A restocking charge of ten percent of the selling price will be applied for the cancellation of standard items. Charges for the cancellation of special items will be based on non-recoverable expenses accruing to the order sustained by Seller plus ten percent of the selling price. Either Party may cancel an existing order without penalty or decline future orders under the Agreement in the event of (a) a change of control of, or (b) a bankruptcy of the other Party.

14. INTELLECTUAL PROPERTY RIGHTS. The Goods sold hereunder are of Seller's proprietary design offered in configurations and only with such modification as is customarily available to all buyers in the marketplace without significantly altering the Good's function or processes. The Goods do not incorporate or embody Buyer's intellectual property, or any technology developed by Buyer or specifically for Buyer. Buyer acquires no greater interest in the Goods, or the intellectual property embodied in the Goods than those rights of use, maintenance and resale as customarily accompany the purchase of off-the-shelf tangible goods. All Seller intellectual property including but not limited to patents, trademarks, trade names, trade secrets, and all modifications and derivatives thereof, are and shall remain the sole and exclusive property of Seller.

15. DESIGN CHANGES: Acceptance of Purchase Order by Seller determines product version for delivery. The designs and specification of all Goods sold may be subject to subsequent change by Seller without notice and, in the event of any such changes, Seller will have no obligation whatsoever to make similar changes in Goods previously ordered.

16. RESERVATION OF SECURITY INTEREST; RISK OF LOSS: Seller hereby reserves, and Buyer hereby grants a security interest in the Goods (and the proceeds thereof) as security for the payment of the unpaid balance of the purchase price and Buyer's performance of its other obligations hereunder. Buyer will execute and deliver to Seller such Uniform Commercial Code financing statements as Seller shall request to perfect such security interest. The security interest hereunder shall terminate upon Buyers payment in full of the purchase price of Goods and Services, and the respective taxes.

The risk of loss passes to Buyer upon delivery of the Goods to the carrier. Insurance against loss or damage to the Goods during shipment is the responsibility of Buyer. Until the entire purchase price for the Goods is paid in full, Buyer will keep the Goods insured against loss or damage by fire and other risks and hazards included with so-called "extended coverage" insurance, in an amount at least equal to such purchase price. Losses under such insurance shall be made payable to Seller and any payments under such insurance shall be paid to Seller and applied to the unpaid balance of the purchase price. Upon request, Buyer will furnish Seller with copies of the policies of such insurance and each renewal thereof.

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17. NONPAYMENT OF PURCHASE PRICE: STORAGE AND COLLECTION COSTS: If Buyer shall not pay the full purchase price within 30 days from the date of Installation Completion of the Goods; Buyer will pay Seller thereafter an additional one and one-half percent (1-1/2%) per month on the unpaid balance of the purchase price until paid in full. Such charge shall be added to and become an additional part of the purchase price for the Goods. Buyer also will pay all storage costs for the Goods after the scheduled delivery date as well as all costs of collection incurred by Seller in collecting the purchase price for the Goods and enforcing its security interest in the Goods, including, without limitation, reasonable attorneys' fees and expenses incurred by Seller.

18. GOVERNING LAW: The validity, interpretation and performance of this contract for sale shall be governed by the laws of the State of Connecticut. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the Parties with respect to this Agreement and the transactions contemplated hereby.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.