



CMS North America, Inc.
4095 Karona Court
Caledonia, Michigan 49316-8428
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Waterjet Cutting System Confirmation

March 16, 2017

AQUATEC 3040+ 3040 TWIN TABLE

5-AXIS NUMERICALLY CONTROLLED WATERJET CUTTING MACHINE





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CMS AQUATEC 3040+3040 Twin Table Waterjet Cutting System

Aquatec is an advanced, versatile, high-performance waterjet cutting system – either pure water or hydro-abrasive – able to accommodate the most diverse production demands in different application fields, delivering highly accurate cuts even in 3D.

The machine consists of a bridge structure with fixed table, mobile crossbeam and guides, which make it compact, adaptable to different customer needs, and with quick motions and low tolerances.

The motions – including the cutting head - is carried out by high precision tempered ground rack, driven by brushless motors.

The axes' sliding guides are housed within the structure and protected by system which provides full protection against water and powders.

Aquatec is managed by a Osai 3-axis (X, Y, Z) CNC; the axes are interpolated to work many materials such as plastics (Teflon, PVC, ABS, etc.), metals (steel, aluminium, etc.), rubber (natural, latex, expanded materials, etc.), stones (marble, granite, synthetic stone, ceramics, etc.), glass (float glass, plate-glass, etc.).

It can perform straight and complex-shape cuts, up to 530mm thickness, even with a minimal radius.

The cutting robot with interpolated-axes CNC is able to run at a high speed, automatically manage the tool diameter, the contour vectorial speed and the slowdown when cutting angles. It can manage up to 6 interpolated axes.

ADVANTAGES

CMS, addressing customers' needs, has re-engineered its five-axis waterjet machines, making them even more reliable while providing higher performance.

Convenience

- The machine design allows, by means of a user-friendly software, limitless processing possibilities
- Water and energy-saving, employing ecological and low-consumption technologies.

Flexibility

- Possibility of working any shapes.
- Possibility to carry out any angle cut with the **choice of a 0-60° working angle**;

Productivity

A rigid steel structure ensures accurate cutting of all material types includes very thick plate.

Quality

- The system is constructed of only the best components to ensure extremely tight tolerances of the parts being processed.
- Height sensing capability will set the actual material thickness before processing it, thanks to a mechanical touch system, delivering excellent results both on straight and **angled 5-axis** cuts (optional).

Simplicity

- Easy programming software with specific features for any type of cutting
- Capable of importing a wide variety of cad files including .dxf files.
- Remote monitoring and diagnostics from any on-line PC.

The open frame structure offers additional advantages:

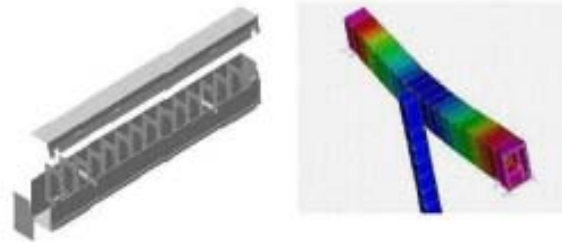


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- front and back side accessibility;
- A dredge integrated into the tank, to provide automatic abrasive removal, which additionally does not require any maintenance (optional);
- Z-axis motion up to 530mm;
- A water level adjustment system (option);
- A CNC-managed system to house a rotating axis in the tank and perform pipe processing (option).

STRUCTURE AND MAIN COMPONENTS

The dimensional structure was designed through a sophisticated programme of Finite Element Analysis (FEA), which verifies the dynamic loads of the machine components, allowing CMS to design the structure and choose the motion systems (precision guides and rack and pinion) sliding blocks) which provide high performance, geometric precision and work reliability at high speeds, also in case of demanding works.



To ensure resistance against corrosion, the whole frame undergoes an antirust treatment with sanding and ceramic painting.

BEARING STRUCTURE

Steel shoulders complete with side safety panels for the support of the machine structure. Ceramic painting colour white, RAL 7035.

MOBILE BRIDGE

The mobile bridge is made of a thick-steel “monoblock” which rests on the basement; this solution provides maximum structural rigidity and eliminates potential torsions, delivering a superior part finish. It also provides the rigid support for the Z-axis carriage where the cutting head is mounted.

MANUAL CUTTING FUNCTION

Aquatec has been designed to perform cuts automatically, managed by the numerical control. Also included are dedicated joysticks, positioned under the control panel monitor, for an easier and immediate control of the machine. A laser system may be used to determine the zero point.





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REMOTE CONTROL

All main functions are managed from a mobile control panel which allows easy and fast operations, enabling the operator a direct control of the worktable. The interface allows to adjust easily to various production needs and to set up a network connection. The control is equipped with color monitor and shows a graphic simulation of the cutting path. Are you referring to the operator console or the hand held pendant? We should highlight that the entire console is mobile.

Dashboard display on the controller

Real-time snapshot of the machine status. Information on consumables' lifetime, dredge work hours, expected duration of the work, main functioning parameters (oil and water temperature, pressure, etc.). Very valuable tool to oversee the machine while it is working.



SAFETY AND PROTECTIONS

The machine is equipped with devices which assure the highest safety level while running.

- The Z-axis has a motor brake to stop all motions in case of a voltage breakdown
- Safety PLC, electronic system to manage the access to the machine according to the EN62061 Norm. The operator may remain inside the machine perimeter with the safety barriers off while the linear axes are in motion.
- Management of the B-axis extra motion through a safety PLC; the B axis remains always in a controlled tilting position.
- The safety pressure switch stops the machine should the compressed air be in short supply.
- The electric and water cables are suitably supported by a chain
- A servo-valve stops the water flow when the machine is not working.
- A cutting head guard protects from the water splash back
- Axes load limiting device prevent from working beyond the established threshold limits.
- The coverings in stainless steel and the bellows protect all moving parts from water and dust.
- Safety front light barriers.



MACHINE COLORS

The tank and structure are white - RAL 7035.

The intensifier is white – RAL 7035 – and blue – RAL 5015.



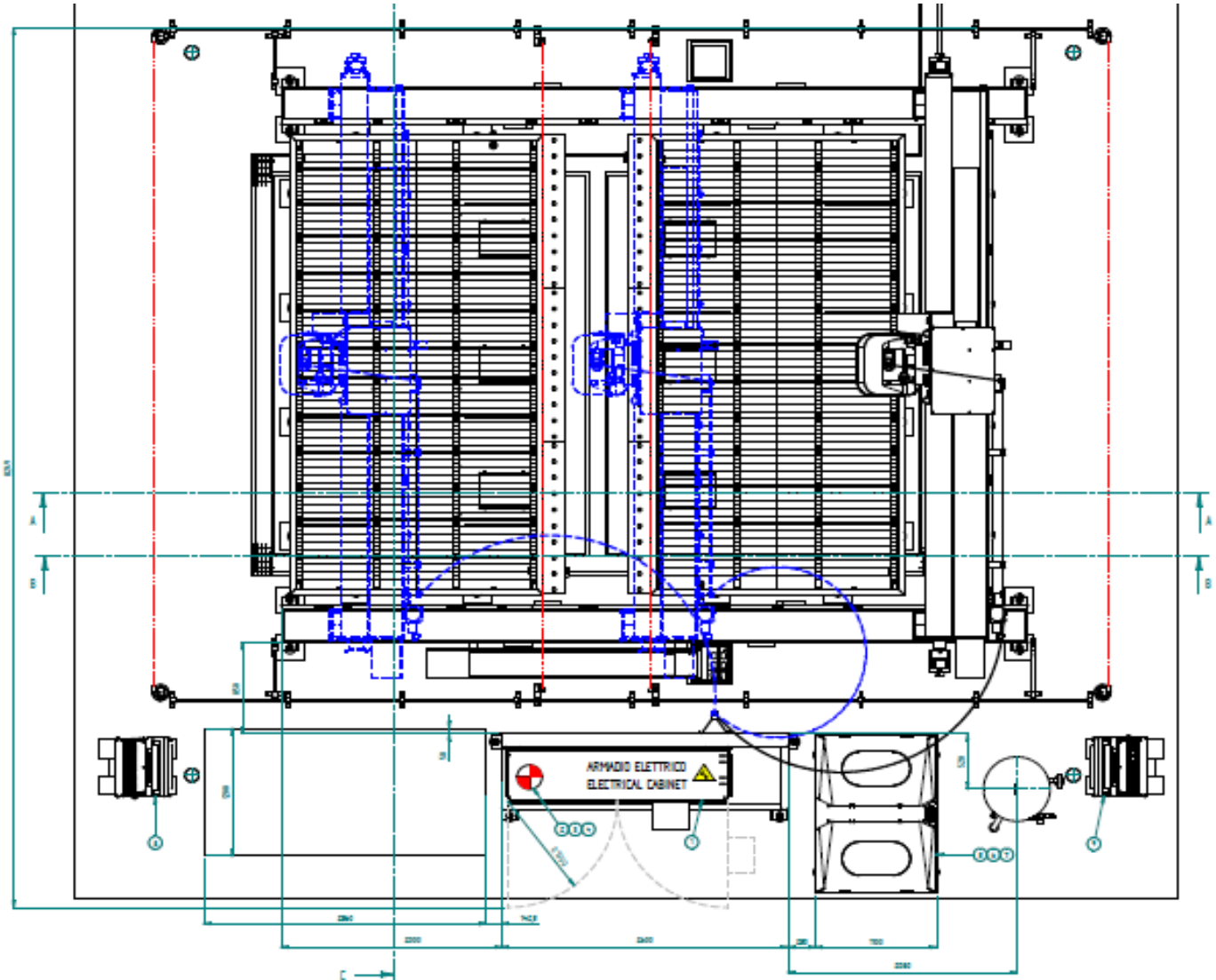
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STANDARD TECHNICAL FEATURES *		
X Axis stroke	4020/158	Mm (")
Y Axis stroke	TO BE DEFINED	mm(
Z Axis stroke	530/	mm(
X axes max feedrate	54000	mm/min
Y axes max feedrate	54000	mm/min
Z axes max feedrate	12600	mm/min
X acceleration	2	m/s ²
Y acceleration	2	m/s ²
Z acceleration	1	m/s ²
XY Worktable area regular table	4000 x 2000(157.4 x 78.7)	mm(
XY Worktable area regular table	4000 x 3000(157.4 x 118.1)	mm(
Loading capacity	1000	Kg/m ²
Dynamic precision	+/- 0,10	mm
Repeatability "Ps"	+/- 0,025	mm
Power	13	kW
Total Size LxDxH (with light barriers)	TO BE DEFINED	mm
Weight	TO BE DEFINED	Kg



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THIS IS THE GENERAL LAYOUT ONLY ACTUAL MACHINE WILL BE LARGER



Note: the useful axes strokes indicated in the above chart are purely approximate. The machine layout (to be sent back to CMS signed for acceptance) indicated the specific useful stroke of each axis.



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AXES MOVEMENT

The machine is managed by a Numerical Control and equipped with the following axes and brushless motors:

- **X (4020 mm):** cross motion – left and right - of the cutting head on the bridge where it is assembled, by means of tempered ground guides with recirculating balls, four contact points, driven by a high-precision rack and pinion system
- **Y & V (to be defined mm):** longitudinal motion – back and forward – of the bridge thanks to tempered ground guides with recirculating balls and four contact points. The motion is driven by two synchronized motors and a high-precision rack and pinion system.
- **Z (530 mm):** vertical motion of the cutting head by means of a pair of tempered ground guide with bearing balls, driven by a high-precision rack and pinion system.

LUBRICATION DEVICE

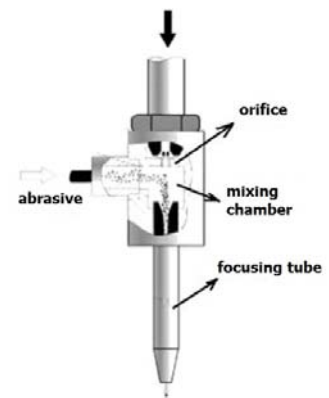
Forced-injection, centralized and automatic device for lubrication of *X, Y and Z axes*, managed by the Numerical Control at scheduled intervals, without manual intervention and without stopping the machine. Pressure control and oil minimum level signalling.

HYDRO ABRASIVE CUTTING (AWJ)

The cutting head, placed on the Z-axis carriage, has been wholly designed and assembled in CMS Tecnocut. The water is brought to high pressure by an external intensifier and conveyed to the nozzle, which is made either of sapphire or ruby or diamond.

From the nozzle the water jet enters the mixing chamber where – thanks to the Venturi effect – it gets mixed with the abrasive coming from the hopper. The hydro-abrasive jet, going then through the focusing tube, cuts the material placed on the worktable.

Nozzle, mixing chamber and focusing tube are perfectly aligned and equipped with an auto-centering function which allows an easy and fast replacement.





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CUTTING HEAD 5 AXIS



A 5 Axes Head provides 5 axes capability to the machine allowing chamfer and 3D cutting, produces more accurate parts at significantly higher cutting speeds than parts cut with conventional systems.

STANDARD TECHNICAL FEATURES *		
B Axis	+/- 60	°
C Axis	+/- 340	°
B axes max feedrate	17200	°/min
C axes max feedrate	13400	°/min
B acceleration	1450	°/s ²
C acceleration	850	°/s ²

ANTICOLLISION FEELER AQUATEC

Feeler system - either continuous or periodical - able to adjust automatically the cutting head position and to stop it in case of collision. Highest collision speed of 1 m/min with no damages to the feeler. The protection is guaranteed in case of obstacles rising at least 3mm over the material. Available both for three- and five-axis cutting heads.



CUTTING AREA CLEANING DEVICE

Cleaning system to remove any material - such as workpiece fragments - which may end up on the work area. Water is drawn from the tank and sprayed onto the work area. The system is driven by a pump





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LASER POINTER

Laser pointer for program zero point definition.



ELECTRONIC HOPPER FOR ABRASIVE, ADJUSTABLE FLOW RATE, WITH VACUUM DETECTION

Electronic hopper for abrasive, adjustable flow rate from 50 to 1000 g/min, complete with digital vacuum switch for detecting the vacuum, directly positioned on the cutting head and able to stop the machine in case of a vacuum value outside the parameters that have been set.



QTY (2) TANK 3040 WITH FIXED WORKTOP WITHOUT DREDGE

Galvanized steel tank size 4000x3000xh920mm separated from the machine frame and fixed to the ground.



QTY (2) ANTI REFLECTION WORKTOP OF BLADES AT 70mm SPACING FOR 2040 TANK

Antireflection plane with metal plates – Distance between plates at 70 mm on center



THE WORKING AREAS IS DIVIDED INTO N.2 PARTS AS STATED BELOW:

Area 1: Front area.

Area 2: Rear area.

Machine configuration change is automatized. Before every working process the customer will have to choose the area. The choice will be done through a proper M function or softkey.



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Control of the two working areas and relevant safety devices during the “complete” tandem cycle.

WORKING IN AREA 1 (2) AND LOADING/UNLOADING AREA 2 (1)

The machine allows to stop the photocells in area 2 (1) without interrupting the working operations in area 1 (2) only in the working unit is in area 1 (2), with photocells between the tanks activated. The safety is granted by the photocells and the area limit switches avoiding the working unit to enter the area 2 (1) for loading/unloading.

Working area n°1 (front side)

X = 4000mm (X=0 right limit - X=-4000 left limit)
 Y / V = 3000mm (Y=0 front limit – Y= to be defined rear limit)

Working area n°2 (rear side)

X = 4000mm (X=0 right limit - X=-4000 left limit)
 Y / V = 3000mm (Y=3300 front limit – Y= to be defined rear limit)

PRESSURIZED ABRASIVE CONVEYING SYSTEM (330 KG)

Pressurized abrasive feeding system with 330 kg capacity and a container near the regulating head with flow rate adjustment and stop sign that can be seen on the console as well.



SPECIAL VOLTAGE FOR THE WATERJET CUTTING ROBOT

Auto transformer for voltage different from European standard machine operating voltage: 400 V ±10 % / 50 + 60 Hz

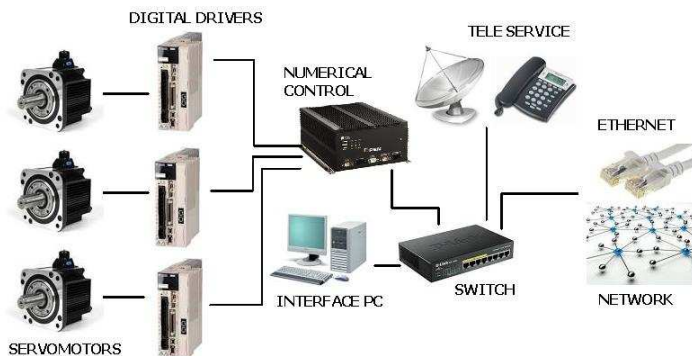
NUMERICAL CONTROL OSAI OPEN-M

Electrical Cabinet and Control Panel

All the electric and electronic equipment's are fitted in an electrical cabinet positioned on the machine rear side. It is equipped with first-choice components available on the market and provided with all safety devices needed for its functioning. The cabinet is cooled by an air conditioner. Protection level: IP 54.

The control panel, on the mobile trolley, has all the main controls for the machine working. The control unit consists of a **Numerical Control OSAI Open-M with integrated PC** fitted into the electrical cabinet. *The PC makes it easier to program the machine and grant great user-friendliness operating with the NC.*

The working cycles can be programmed directly from the PC keyboard and mouse. 17" TFT color video (industrial type).





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- Digital technology granting quick and safe data transfers.
- Up to 32 axes control, 5 of them interpolated.
- Responsive and uniform axes accelerations and decelerations, reducing tool path errors even in case of high tolerance toolpaths.
- The NC is equipped with industry standard Ethernet card to transmit any amount of data among PC simultaneously.
- The software enables for the dynamic control of the tool radius wear and relevant correction.
- User-friendly interface allowing to install on the PC different software applications.

Numerical Control main features: Osai Open-M, CPU Intel Celeron 2 GHz, 2 GB of RAM memory, user memory 900 MB.

Integrated computer HP

Personal computer integrated in the equipment of the machine with following features: model 4000 Pro SFF, Intel Celeron E3400, 2,6 GHz, L2 cache 1MB, FSB 800 MHz, 2GB RAM, Hard Disk 250 GB Sata 7200 rpm, DVD Rom, Windows 7 operating system.

AIR-CONDITIONING UNIT FOR ELECTRIC CABINET



PORTABLE CONTROL UNIT WITH REMOTE COMMANDS UP TO 6 AXES

Portable control unit with remote commands or movements up to 6 axes – speed potentiometer integrated – step to step or continuous movement – emergency control



LUBRICATION DEVICE

Forced-injection, centralized and automatic device for lubrication of X, Y and Z axes, managed by the Numerical Control at scheduled intervals, without manual intervention and without stopping the machine. Pressure control and oil minimum level signalling.





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STEEL SHOULDERS FOR STROKE Y= To be defined mm

Steel shoulders complete with side safety panels for the support of the machine structure. Ceramic painting colour white, RAL 7035.



DREDGE FOR ABRASIVE REMOVAL FROM THE TANK: 1ST DREDGE FOR 3040 TANK AND 2ND DREDGE FOR 3040 TANK

Qty (2) Large dredge for automatic removal of the abrasive, placed directly inside the cutting tank with incorporated sedimentation tank.

Qty (2) The removal system, placed inside the tank, is protected both by baskets for the scraps collection and by a metal crate.

The basket function is to collect the scraps and, at the same time, to avoid that they fall on the tank bottom and cause serious damages to the dredge chain



Qty (2) The steel cover is designed to avoid that the abrasive lying on the chutes slides down inside the dredge when the waterjet goes over it, causing a system overload.





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Bag holder for exhausted abrasive and self draining bag.



SPARE PARTS KIT

The kit includes:

- Spare parts kit 5 axes probe (D1937AA-00)
- Spare parts kit grease (D1762AA-00)
- Spare parts kit 5 axes AWJ head (D1605AA-00)
- Spare parts kit filter intensifier (D1602AA-00)
- Packaging of 1,000 Kg. of abrasive waterjet cutting head MESH 80

PROGRAMMING SOFTWARE EASYJET 5 AXES

It is a CAD/CAM software package installed in a personal computer working in Windows for the generation of work programs.

General Functions

- Graphical functions of zoom and pan
- 3D graphics and photo-realistic rendering of the project
- Mathematical functions of measure by remarkable points and analysis of the single entities
- Multi-Level undo and redo
- Possibility to use the software on local network with a common database of parameters, this assures that the tools, the kits and the machine configurations are the same on every PC
- On line user's manual with index of research
- Automatic e-mail setting for request of assistance

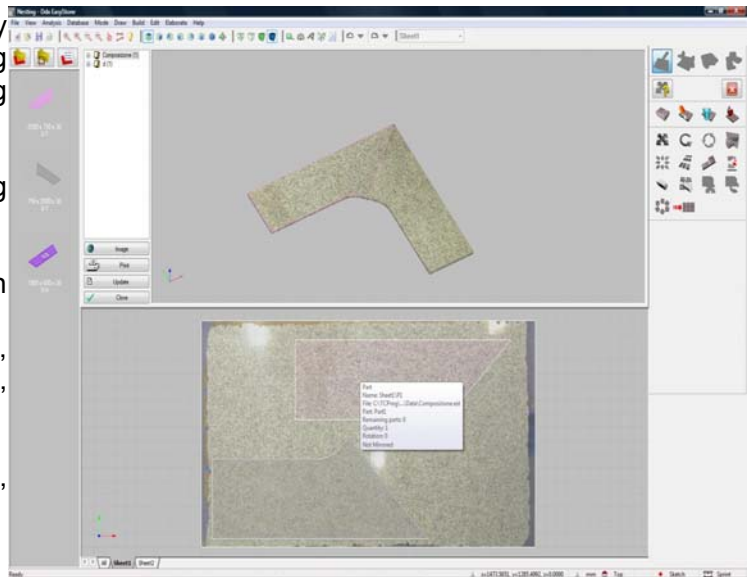
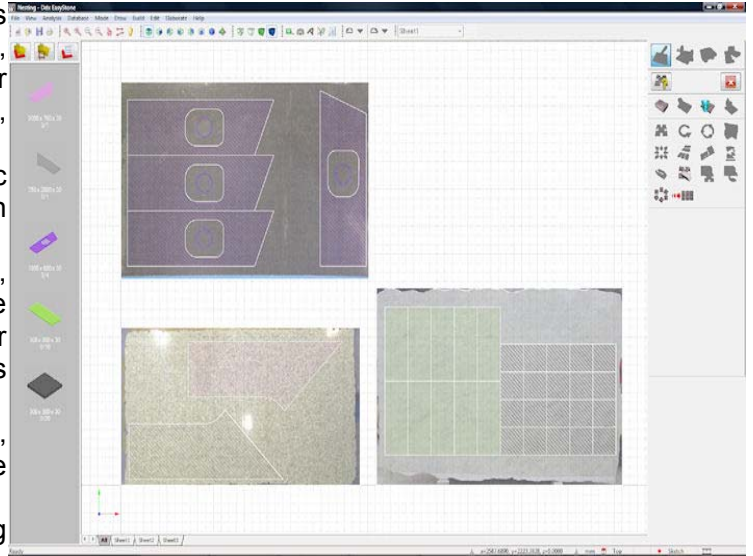




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CAD Functions

- Free design of geometrical entities (arcs, bi-arcs, lines, rectangles, squares, ellipses, circles, regular polygons, fillets, chamfers, construction plans, nurbs, etc.)
- Design from predefined parametric models in library: vanity tops, kitchen tops, tables
- Guided design of basic 3D surfaces, starting from a section and/or guide lines on XY plane as: frames, shower dishes, multiple section sinks, columns with fixed and variable section/torsion
- Advanced surfaces drawing (loft, swept, gordon, polimesh) and surface drawing from curve grid
- Surface definition by laser scanning (points file)
- Sensing from drawings or templates by means of measurement: drafting Machines, graphic tablets, measuring arms
- PNT import
- Writing with True Type fonts, including the italics and drills
- Definition of construction plans
- Association of a different color to each project path
- Editing and processing projects (trim, extend, split, merge, interpolate, copy, move, flip, rotate, delete, etc.)
- DXF and ISO import and export
- Picture import (BMP,JPG, BIB, PCX, TGA) as bas-reliefs
- Dimensions



CAM Functions

- Automatic generation of cutting cycles with WaterJet head.
- Automatic generation of lead in and lead out paths , drill included (optional) with interactive graphic modification
- Automatic generation of 3 axis probing
- Control of three interpolated axis with the possibility to add three axis more
- Control of five interpolated axis with the possibility to add one axis more
- Automatic control and compensation of rotating axis
- Machining time estimation
- Part program generation optimized for CNC
- Manual nesting of parts imported as dxf or drawings or slab storage



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- Included slab storage management referring to thickness, material and category. It is possible to link the realistic picture of the slab to the piece, define the perimeter and then mark the area where it is not possible to do the nesting (as imperfect areas).
- Real time grain matching possible with addition of optional DDX Photo

DISPOSITION

- Graphic interactive arrangement of pieces on the machine table (one or more pieces even different each other)
- Customizable workpiece origin
- **JDE**
- Database for various materials such as Stone, Marble, Granite, Glass and Ceramic
- Selection of quality of the cut to be performed, within 5 possibilities: Very High, High, Medium High, Medium Low, Low.
- Automatic setting of Feedrate and Acceleration on Internal/External angles depending on Quality and Thickness
- **POST PROCESSOR**
- Transfer of machining programs via: USB, network
- **SIMULATION**
- Graphic 3D simulation of the machining process: it is done using the CNC machine 3D model which reproduces the table, the motors and the piece

QTY (1) DDX PHOTO LICENSE & QTY (2) CAMERA IN ENCLOSURE & QTY (2) CAMERA STANDS

This module is the software for the acquisition of slabs photo by a digital camera and can be used to locate remnant or slabs on the table. Once image is captured the parts can be dragged & dropped onto the slab.

Main functions:

- Photo of slabs,
- Definition of slab perimeter for the possible save into slab library
- Adjustment the digital camera optical a perspective distortions,
- Controls flash, resolution, quality of the picture, focus, exposure, shutter, adapts to the light conditions.
- Can be used to locate the slab on the work table through importing as a background scaled and correct location to origin to drag and drop parts onto slab
- Camera, industrial enclosure, power supply and network cabling included. Customer responsible 120V outlet withing 3' of camera location, mounting camera above machine and running the network cabling to PC at the machine





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HIGH PRESSURE INTENSIFIER POWER 60 HP – PRESSURE 4130 BAR



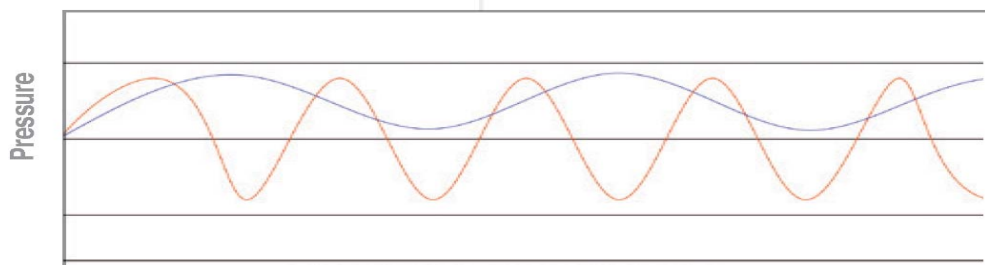
The 60 HP (45 kW) pressure intensifier is made out of **3 parallel**, synchronized and independent pressure multiplier pumps, hydraulically driven, and electronically synchronized. This technical solution assures a constant and even pressure signal at a pressure of 4130 bar.

The triple intensifier solution assures a constant and even pressure signal, than the old traditional twin opposed twin pumps. Unlike other opposing piston designs, this design is more efficient.



Jetpower™

Super smooth variable flow rate pump, far superior to traditional pump designs (see comparison)



Traditional intensifier with single opposite cylinder ———

Tecnocut intensifier with parallel cylinders ———

ADVANTAGES:

- a filtering system for the hydraulic oil
- a high capacity tank with visual and electronic level indicator
- a series of solenoid valves, valves, and thermostats to check the operation
- An electric circuit for controlling the functioning of the pressure multiplying pumps and the safety devices/warnings.



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- Water filter feeder unit.
- Filter on high pressure circuit.
- A quick opening high pressure valve, for the immediate discharge of pressurized water when the pumps stop or when an emergency arises.
- Water/oil cooling of hydraulic fluid temperature must be maintained below 120°F (49°C). A chiller for the cooling circuit will be required to achieve this in any other location with air temperatures exceeds 95°F (35°C) while having the benefit of eliminating water needed for cooling
- The revolutionary system called “noiseless” that allows not making any noise at all during the operation.
- A metallic structure, complete with removable shutting panels and vibration-damping support panels.

JETPOWER EVO TECHNICAL FEATURES

<i>Installed Power</i>	60 (45)	HP (kW)
<i>Voltage (three-phase)</i>	400 ± 5%	Volt 50 - 60 Hz
<i>Max water pressure</i>	413,7	Mpa (60.000 PSI)
<i>Max flow rate</i>	5 (1.32)	liters/minute (gal/min)
<i>Water consumption</i>	from 0 to 5 (1.32)	liters/minute (gal/min)
<i>Max diameter of the orifice</i>	0,40	millimeters
<i>Oil tank capacity</i>	250 (39.6)	liters (gal)
<i>Cooling requirements</i>	Oil/water heat exchanger*	3.2 gal/min water @ max 70°F *
<i>Dimensions</i>	36" (900) x 59" (1500) x 58" (1560) H	Inch/millimeters
<i>Weight</i>	1350	kg

** **hydraulic fluid temperature** must be maintained below 120°F (49°C). A chiller is recommended for the cooling circuit when any other location with air temperatures exceeds 95°F (35°C). This has the benefit of eliminating water needed for cooling.*

SPECIAL VOLTAGE FOR THE INTENSIFIER

Autotransformer for voltage different from European standard machine operating voltage: 400 V ±10 % / 50 + 60 Hz.

DOCUMENTATION SUPPLIED

- Machine installation, use and maintenance manual in English (on CD-ROM).
- Programming and use numerical control manual in English (on CD-ROM).
- Operating system in English language.
- Numerical control messages in English language.



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INSTALLATION

- **Waterjet cutting system installation** will be carried out by CMS North America, Inc. service technicians and is included in the quoted price.
- **Site preparation**, including masonry work, electrical preparation, pneumatic and dust extraction is the responsibility of the customer. The site must be ready prior to the beginning of the installation.
- **Peripheral Support**, including computer hardware, cabling, modems, hook-up, etc. are the responsibility of the customer.
- **Installation documentation**, including electrical, pneumatic, dust extraction, etc. will be provided.
- **Installation and start up procedures** follow accountability checklists that are also provided to the customer. This allows CMS and the customer to communicate and coordinate all the details of preparation, installation, and future maintenance of a CMS machine.

Customer expectations related to his products specifications

- The customer's product line conforms to the waterjet cutting system specifications stated in this confirmation, and the customer has reviewed the waterjet cutting system specifications stated herein with the CMS sales representative.

Installation and training at the customer's facility.

(Travel expenses for the technicians are at CMS North America's expense)

- Installation of the waterjet cutting system. Installation to start on the Monday following delivery of the waterjet cutting system to the customer's facility.
- Troubleshooting, maintenance, and safety training following the installation of the waterjet cutting system.
- Minimum of 32 hrs. of basic CNC programming, machine setup, and applications training following installation of the waterjet cutting system.
- Minimum of 32 hrs. of applications training following installation of the waterjet cutting system.
- Additional training is available for \$6,000.00 per week plus expenses.



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**CMS SpA is certified since 1996 according to the
ISO 9001 QUALITY SYSTEM**



THIS CONFIRMATION CANCELS AND REPLACES ALL PREVIOUS CONFIRMATIONS IF ANY.
The pictures in this waterjet cutting system confirmation are for illustration purposes only and they are not binding for the supply of what is specified.



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Discounted Machine Price:

D.D.P. CUSTOMER.....\$441,087.00 USD

Payment Terms

- Twenty percent (20%) of the total waterjet cutting system price, \$88,217.40 USD, is due as a down payment with the signed confirmation of order.
This payment was received by CMS North America, Inc. on March 9, 2017.
- Eighty percent (80%) of the total waterjet cutting system price, \$352,869.60 USD, is due from Allegiance Bank upon delivery of the waterjet cutting system to _____'s facility
. Allegiance Bank is to provide CMS North America, Inc. a loan commitment letter for this eighty percent (80%) payment of \$352,869.60 USD.

Any payment not made to the Seller when due shall accrue interest at the annual rate of eighteen percent (18%) computed for the actual period of such delinquency. All payments shall be made to the office of the Seller in Caledonia, Michigan and payment shall not be deemed to have been made until so received by Seller. Seller shall be entitled to be reimbursed by the Customer for all of the Seller's costs and expenses, including its reasonable attorney fees, in enforcing its right to payment and collection of the amounts due.

Prices quoted exclude any state and local taxes. Any applicable taxes are the responsibility of the customer. If the state in which the machine is sold requires CMS North America, Inc. to collect taxes in order to be in compliance with that state's laws, CMS North America, Inc. will add these taxes to the price of the machine.

All payments are to be made as prescribed in the payment terms above.

Warranty or replacement of damaged items fall under the warranty policy and not under the machine payment.

The payments must be made as prescribed above in order for the warranty to remain in effect.

Purchaser's obligations hereunder are secured by a Purchase Money Security Interest in the machine being purchased (see paragraph 8. of the Contract for Purchase).



CMS North America, Inc.
4095 Karona Court
Caledonia, Michigan 49316-8428
Phone: (616) 698-9970 Fax: (616) 698-9730

CONTRACT FOR PURCHASE

- 1. DELIVERY:** Pending receipt of the down payment, a signed copy of our confirmation of order, and a UCC-1 form, with right of entry, the waterjet cutting system can be prepared for shipment from CMS SpA, Zogno, Italy. The actual delivery date will be confirmed upon completion of the order.

- 2. TESTING:** The customer may go to our factory at CMS SpA, Zogno, Italy, if he chooses, for testing of the waterjet cutting system. The testing date will be advised approximately ten days prior to the final delivery date. The waterjet cutting system will be tested by CMS in Zogno, Italy. All expenses for this trip are at the customer's expense. The acceptance of the waterjet cutting system shall be based upon a standard functional machine test, carried out by a CMS technician. If the buyer collects the goods without availing himself of the right of testing, we will consider the goods as accepted.

- 3. SERVICE CONTRACT:** CMS North America, Inc. provides 24/7 technical telephone support service to its customers. The customer's employees that use this service must be certified in CMS North America's training programs. For service requests certified maintenance training is required. For applications questions, certified basic training and applications training are required. On-site service will be provided by CMS North America employees during the warranty period described in paragraph 5 of this Contract for Purchase according to the terms and conditions contained in that paragraph. After the expiration of the warranty period, CMS North America will provide on-site maintenance and service upon receiving the customer's written request for such maintenance and service, which request will describe in reasonable detail the nature of the maintenance or service requested, the location of the machine, the expected duration of the maintenance or service visit, and the agreement by the customer to pay to CMS North America its reasonable and customary costs (including but not limited to payment of compensation to CMS North America's employees) for providing such maintenance or service. In addition, the customer may enter into a preventive maintenance contract, a copy of a form for which has been provided to the customer that will provide for on-site preventive maintenance visits by CMS North America's personnel. Any such preventive maintenance contract shall be considered made as a part of this Contract for Purchase. In all cases, whether before or after the expiration of the warranty period, maintenance or service will be provided only by CMS North America employees who are appropriately certified to perform work on the specialized equipment in question. All such employees will be paid exclusively by CMS North America, and no such employees will receive remuneration or reimbursements directly from the customer.

- 4. SOFTWARE:** Software packages supplied by CMS SpA, Zogno, Italy, or CMS North America, Inc., Caledonia, Michigan, are supplied with the following conditions:
Standard Software Conditions:
 - CMS SpA and CMS North America, Inc. hereby grant the buyer a non-exclusive, non-transferable license to use the software supplied and the related documentation.
 - THE BUYER DOES NOT OWN THE SOFTWARE ITSELF.
 - CMS SpA or CMS North America, Inc. remains the sole owner of the software.



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- The software program and the accompanying documentation are proprietary products of CMS SpA or CMS North America, Inc. and are protected by United States and international copyright laws and international treaty provisions.
- Except as otherwise stated specifically in writing, the buyer's right to use the software supplied is limited to installing the software onto a single computer, file server, or equivalent in accordance with the instructions provided to the buyer, executing the software after installation, and making a single archive copy in the form provided for backup purposes provided that the buyer reproduce and place CMS SpA's or CMS North America, Inc.'s copyright notice on any backup copy of the software, if applicable.

5. WARRANTY: CMS North America, Inc. and CMS SpA warrants that the goods sold hereunder shall be free, for a **period of twelve (12) months**, from defects in material and workmanship at the time of delivery to the Buyer. CMS guarantees the regular functioning of the machining center, the good quality of the employed materials, parts and construction. During the warranty period, CMS North America, Inc. will repair and/or replace any non-consumable parts, which might be defective, due to bad materials or to construction faults. CMS North America, Inc. may, at its option, repair or replace any defective goods, or pay the reasonable cost thereof, in the event that notice in writing is given to CMS North America, Inc. within thirty (30) days after discovery of such defect by the buyer. Labor for warranty repairs is provided based on straight time hours, eight (8) hours per day, door to door, Monday through Friday, excluding holidays. The customer may at his choice choose to pay the difference between the straight time hourly rate and the overtime hourly rate in situations he deems necessary. The customer may request a copy of the current service department hourly rates. The customer must install a grounding rod as close to the electrical cabinet as possible to provide an earth ground for the machining center. Failure to install the grounding rod invalidates the warranty until it is installed. The customer must supply the specified voltage in a range of plus five to minus five percent. Failure to supply the specified voltage invalidates the warranty until the voltage is supplied in the specified range. This is the total extent of liability of CMS North America, Inc. to Buyer, and CMS is not responsible for incidental or consequential losses or damages to Buyer in their production, etc. All defective parts must be returned to CMS North America, Inc. in Caledonia, Michigan within two (2) weeks of receipt of the replacement part. The customer is responsible for returning any defective parts according to CMS North America, Inc.'s instructions. The freight charges to return any defective parts are CMS North America, Inc.'s responsibility. If the defective part is not returned, buyer will be invoiced for the cost of the replacement part. The repair, replacement, or payment in the manner described above shall be the exclusive remedy of the Buyer for breach of contract or CMS North America, Inc.'s warranty. The guarantee does not extend to damage or breakage due to lack of operating skill, negligence or the buyer using the machining center for purposes other than those for which it was intended. The machine must remain in the original installation location in order for the warranty to remain in effect. Prior to moving the machine to a different location within buyer's plant or moving the machine to a different plant, buyer must contact CMS North America, Inc.

It is expressly agreed that the buyer shall have no right of recovery against CMS North America, Inc. and/or CMS SpA for any incidental or consequential loss or damages arising



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from any breach of warranty or contract by CMS North America, Inc. and that the Buyer shall have no right of rejection or revocation of acceptance against CMS North America, Inc. and/or CMS SpA for any part of all the goods covered hereby. The foregoing warranty of CMS North America, Inc. shall not limit the buyer's recourse against a manufacturer of goods sold hereunder for any warranty extended by such manufacturer. The warranty of any manufacturer shall not be deemed to be the warranty of CMS North America, Inc. The warranty described for the goods sold hereunder including the warranty support supplied by CMS North America, Inc. is valid only to the original buyer and is not transferable.

6. **ALL OTHER WARRANTIES DISCLAIMED:** THE SELLER DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **SHIPMENT, TITLE, AND CLAIMS:** The machine will be delivered to the buyer's dock (as specified by the buyer). All shipping costs, customs duty, clearance costs and insurance, with the exception of the GST government tax for machines being delivered to Canada, are paid by the seller unless otherwise specified. Delivery of goods covered hereby shall be D.D.P. buyer unless otherwise specified by the seller. The seller may, at its option, ship all of the goods covered hereby at one time or in portions from time to time. The seller will attempt to ship goods for delivery on or about the times stated herein, although failure to do so will not invalidate this contract. In the absence of instructions from the buyer, the seller shall have absolute discretion as to the mode and routing of shipments.
Title shall not pass to the buyer until delivery of the goods and receipt of the final payment. Responsibility for and expense of preparing and filing claims against carriers for loss or damage to the goods in transit shall be to the seller, unless D.D.P. point is something other than buyer's facility.

8. **GRANT OF SECURITY INTEREST:** Customer grants a security interest to CMS North America, Inc. in the machine and other equipment which are the subject of this agreement to secure the payment and performance of customer's obligations as set forth herein in the "Payment Terms". Customer authorizes CMS North America, Inc. to file a financing statement describing the collateral and perfecting CMS North America, Inc.'s security interest. The parties agree that the security interest granted is a purchase money security interest. The security interest granted secures all of customer's obligations under the contract for purchase of the machine and shall remain in effect until all of said obligations are paid in full.

9. **CUSTOMER'S RESPONSIBILITY:** The buyer shall pay all personal property, sales, excise, use and other taxes applicable to the sale, purchase, storage, erection, use or ownership of goods covered hereby. For machines being delivered to Canada, the buyer is responsible for the GST government tax that must be paid by the buyer according to Canadian law. It is expressly agreed that CMS North America, Inc. is not responsible for any payments of GST for machines being



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delivered to Canada. The buyer is also responsible for the unloading and crane placement/rigging of the machine into the location where the installation is to take place. In addition, the buyer will pay for the computer, electrical, dust, water and pneumatic hookups (where necessary).

Insurance: Until payment in full has been received by CMS North America, Inc. from the customer, the customer shall add to its insurance policy covering loss or damage to the goods and machinery being purchased hereunder, and keep in force and effect, a Lender Loss Payable rider or clause naming CMS North America, Inc. as an additional insured. The customer shall provide CMS North America, Inc. with a copy of the endorsement from its insurance company naming CMS North America, Inc. as an additional insured on or before the date the goods and equipment are installed at the customer's facility.

The customer's responsibility includes correctly completing and returning checklists and forms to CMS North America, Inc. in the timeframe specified by CMS North America, Inc. In the event that the customer does not return the checklists and forms in the timeframe specified and CMS North America, Inc.'s service technicians are not able to begin the installation and/or carry out training, the customer will be charged \$75.00 per hour for the waiting time incurred. In the event that the information supplied to CMS North America, Inc. by the customer on the checklists and forms is not correct, delays and additional costs may result. Additionally, if the waiting time exceeds eight hours, the installation and/or training will need to be rescheduled with CMS North America, Inc. and the additional costs for rescheduling the installation and/or training will be invoiced to the customer.

- 10. CMS REPRESENTATIVES AND EMPLOYEES:** During the course of time CMS will provide representatives and/or employees in various capacities to assist the customer. By entering into this contract the customer agrees that none of their representatives and/or employees will solicit or offer employment to the CMS representatives and/or employees during or for a period of twelve (12) months following the support of any machine for which CMS is responsible to support either during the warranty period or after the warranty period without the written consent and permission of CMS North America, Inc.
- 11. SELLER'S RIGHTS UPON DEFAULT:** In the event that the Customer fails to make payment pursuant to the Payment Terms which are attached hereto and made a part of this Agreement, CMS North America, Inc. shall have the immediate right to possession of the Machine pursuant to the Right of Entry form which the Customer has executed pursuant to the Contract for Purchase. In addition to any other relief available to it, CMS North America, Inc. shall be entitled to be reimbursed for all of its costs and expenses, including its reasonable attorney fees, in enforcing its rights under the Security Agreement granted herein, in obtaining possession of the equipment and enforcing its right to payment.
- 12. CONTRACT FORMATION:** The data shown in illustrations, drawings, measures and weights of the machine and of the installations are approximate and indicative. The seller reserves the right to make changes and improvements to the design as required. The illustrations and drawings and all other documentation herein are the copyright of CMS, SpA and can in no way be copied or



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transferred to others. This confirmation by the seller constitutes an agreement to sell goods, revocable at any time by the seller prior to acceptance, and in any event shall be void unless written acceptance by the buyer has been received by the seller within thirty (30) days from the date hereof. The seller objects to any terms or conditions in an acceptance of this confirmation by the buyer, which varies from the terms herein. This confirmation may be accepted by the buyer's signature and the return to the seller of a signed copy of this confirmation by facsimile, by electronic mail, or by post. The buyer's acceptance as above described, the buyer's acceptance of delivery of any part of the goods sold hereunder, or any payment by the buyer for such goods shall constitute the buyer's acceptance of this confirmation and all terms and conditions herein.

- 13. ADVANCE PAYMENTS:** No interest will be paid on advance payments. The seller will begin execution of the order only upon receipt of the advance sum previously agreed. Should the buyer cancel the order, the seller will retain the advance sum. Should compensation for the damages exceed the sum, the buyer will have to pay the excess costs thereof.
- 14. FORCE MAJEURE:** The seller shall have no liability for any non-performance, consequential loss, or delay in performance caused by circumstances beyond the seller's control including, but not limited to, acts of God, fire, flood, war, government action, accident/damages, labor trouble, strikes, shortage, inability to obtain material, equipment of transportation, or failure of the seller's suppliers to furnish the goods.
- 15. SUPERVISION OF SET-UP:** CMS North America, Inc. may provide a technician of its own selection to supervise the rigging/crane placement of the goods. The buyer is responsible for selection and paying of its own riggers, but the cost of our technician is included as part of the installation. In providing a technician to supervise the setting up and placement of the goods, the seller accepts no responsibility for material and equipment or for the acts of persons furnished by the buyer.
- 16. LIABILITY TO THIRD PERSONS:** The seller shall not be liable whatsoever to the buyer for any claim or action by any third party arising out of, or alleged to arise out of, the delivery of goods covered hereby, the presence of the seller's employees on the buyer's premises in connection with this agreement or out of the use, by the buyer, or third parties, of the goods covered hereby. "Third parties" shall include, without limitation, employees of the buyer and seller as well as all third parties not connected with the buyer or seller.
- 17. COMPLIANCE WITH LAWS:** Machine is based on internationally accepted standards. Should deficiencies arise in the area of conformity to Federal, State or Local codes in effect at the time the machine is delivered to the buyer, such deficiencies should be brought to the attention of CMS. CMS will resolve such deficiencies in a timely manner. The appropriate costs and time for the changes will be given to the buyer after the problem has been studied.



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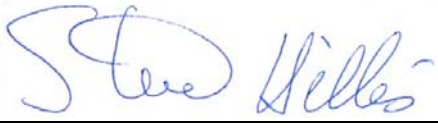
- 18. STATUTE OF LIMITATIONS:** No suit may be brought by the buyer for any breach by the seller or any other claim arising out of this contract after two years from the date of delivery of goods covered herein.
- 19. GOVERNING LAW & VENUE:** This contract shall be deemed to have been made in the State of Michigan, and any action arising out of it shall be governed by the law of the State of Michigan without regard to its conflict of laws provision. Any action arising out of this contract may be brought only in a state or federal court sitting in the County of Kent, State of Michigan. The buyer consents that such courts have personal jurisdiction over the buyer with respect to such action.
- 20. RESERVATION OF RIGHTS:** No failure of the seller to insist upon or compel compliance by the buyer with any of the terms, provisions, or conditions hereof shall be construed as a waiver by the seller of its right to insist upon compliance therewith in the future.
- 21. AGREEMENT:** The provisions of this Confirmation, including the Description of Machine, Terms of Payment, and Contract for Purchase, are intended as a complete and exclusive statement of the terms of this agreement between CMS North America and the Buyer. There are no representations, warranties, promises, covenants, or undertakings, orally or otherwise, other than those expressly set forth in the documents described herein and in this Confirmation.
- 22. MODIFICATION:** This Agreement cannot be modified, rescinded, or canceled and no waiver by CMS North America of any claim or right hereunder shall be affected, except by writing signed by an officer of CMS North America.
- 23. SEVERABILITY:** If any of the provisions of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed separate and severable from all other provisions of this Agreement, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 24. BINDING EFFECT:** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- 25. PARAGRAPH HEADING:** The section headings contained in this agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this agreement.



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Accepted and agreed to by,

CMS NORTH AMERICA, INC.

Signature: 

Printed Name: Steve Hillis

Title: Chief Executive Officer

Date: March 16, 2017

Signature: _____

Printed Name: _____

Title: _____

Date: _____