

STANDARD TERMS AND CONDITIONS

1. To the extent not directly contrary to the terms above, the following terms and conditions, and those in the attached Addendum, will apply to the transaction described in this invoice. By making payment for the products described herein, Buyer agrees to be bound by and accepts the following terms and conditions, notwithstanding any terms which may be included in Buyer's forms which in any way contradict these terms.
2. The estimated delivery of factory ordered machine(s) is approximately 3 to 4 months but may be increased due to circumstances not under our control; the delivery time begins to run upon our receipt of all documents, down payment, signed purchase order, confirmation of signed sales and details of technical and commercial specifications.
3. The price quotation includes only the cost of machine(s) and a standard freight allowance. Any freight and special handling costs over and above the allowance are in addition to the price quotation and are the responsibility of the purchaser. UCC-1 must be on-file before the machine can be unloaded from the Container(s). Unless stated otherwise, any additional costs are the responsibility of the customer.
4. Payment Terms are as follows: 30% of the machine price as a down payment made by wire transfer with the signed purchase order, 40% of the machine price as a 2nd payment before machine is released from the port of embarkation in China. The balance of 30% is due within 30 days after machine has been delivered.
5. Payment by wire should be made to:
BOLE NORTH AMERICA
7918 E. McClain Drive
Scottsdale, AZ 85260
Tel: 480-565-1800, Fax: 480-565-1801
Please contact Bole for wire or ACH transfer information.
6. **2 years Limited Warranty.** Bole North America provides the original purchaser with an extensive warranty program, which is detailed in the Terms and Conditions/Warranty section of this proposal. It includes, from the date of machine installation, a 2-year limited warranty on major parts produced by Ningbo Shuangma Machinery Industry Co., Ltd., ("Ningbo Bole") and a 12-month limited warranty on service labor.
7. The quotations are valid for 30 days following this proposal date. An order received after 30 days is subject to price revisions. The quotation is valid only if the total package herein is purchased. An integral part of this quotation is the "General Information/Customer Service" and "Terms and Conditions/Warranty" section. Please see this section for additional details.
8. Standard Terms and Conditions the following Terms and Conditions ("Terms") are applicable to all sales made by Calypso Machinery, LLC, dba Bole North America, 7918 E. McClain Drive, Scottsdale AZ 85260 ("Bole North America"), and the acceptance of any order is expressly conditioned upon Buyer's consent to these Terms. The Terms contained herein and any other terms and conditions stated in any proposal or quotation of Bole North America regarding the particular sale shall constitute the complete agreement between Bole North America and Buyer and shall supersede all prior understandings, transactions and communications, whether oral or written, with respect to the matters referred to herein, and shall form the complete contract between Bole North America and Buyer (the "Contract"). The Contract shall be binding upon delivery of written acknowledgement of acceptance of the order by Bole North America NO INTERLINEATION, DELETION, OR OTHER MODIFICATION OF THESE TERMS AND CONDITIONS OF SALE, AND NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S ORDER FORM OR IN ANY OTHER DOCUMENT EXECUTED AND/OR DELIVERED BY THE CUSTOMER TO Bole North America, SHALL BE BINDING UPON Bole North America UNLESS SPECIFICALLY SET FORTH IN A WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF Bole North America AND THE CUSTOMER.
9. All sales are subject to written Sales Confirmation by Bole North America. No Contract shall arise until a written acknowledgment with the signature of an authorized representative of the Seller accepting the Buyer's order is sent by Bole North America to the Buyer. Receipt by Buyer of Bole North America's acknowledgment and acceptance of an order without prompt (within 48 hours) written objection thereto shall constitute acceptance by Buyer of these Terms and Conditions and the terms and conditions of the quotation or proposal of Bole North America.

10. Additional Payment Terms:

10.1. The terms of payment provided for herein do not include any allowance for credit terms and shall apply notwithstanding any request for delay in delivery to the Buyer.

10.2. Buyer shall pay interest on all amounts not paid to Bole North America in a timely manner at an interest rate of eighteen percent (18%) per annum.

10.3 Buyer hereby grants Bole North America a purchase money security interest in the Equipment being transferred to Buyer to secure the full payment of the purchase price and all allowable costs and fees. The security interest further attaches to all products and proceeds thereon, including but not limited to insurance proceeds. Buyer authorizes Bole North America to endorse any insurance check or reimbursement on its behalf. Buyer authorizes Bole North America to execute and deliver any and all documents necessary to perfect such security interest. Bole North America shall have and retain all the rights of a secured creditor under Article Nine of the Uniform Commercial Code as adopted in Arizona.

11. **11.1.** If Buyer cancels the purchase order before the Equipment is shipped, Buyer shall be responsible for payment to Bole North America for an amount equal to eighty percent (80%) of the total purchase order, subject to the provisions of Section **11.2.** If the order is cancelled after shipment, Buyer shall be responsible for payment of one hundred percent (100%) of the amount of the purchase order; and **11.2.** Upon receipt of the notice of cancellation from the Buyer before shipment, Bole North America shall use reasonable efforts to resell the machine and the amount received by Bole North America from the resale of the machine, plus all costs, and charges related to the preparation and delivery of such machine for resale, shall be deducted from the balance owed to Bole North America under Section **11.1.** Nothing in this paragraph shall relieve the Buyer from the obligation to pay the amount owed to Bole North America under Section **11.1** in a timely manner. **11.3.** Bole North America shall have the right at our discretion, upon written notice to the Buyer, to terminate the contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the contract with immediate effect, if: **11.11.1.** The Buyer has failed to fulfill one or more of its obligations under these Terms or any other contract or other sales terms; **11.11.2.** Buyer has suspended payments or has sought the protection of the Bankruptcy Courts; **11.11.3.** A petition for bankruptcy of or by the Buyer has been filed which has not been dismissed within thirty (30) days from the date of filing; **11.11.4.** The Buyer's property on Bole North America's premises has been attached in execution; **11.11.5.** A resolution for the dissolution and/or winding up of the Buyer has been adopted; **11.11.6.** Buyer is past due on any payment(s) to Bole North America. **11.11.7.** Bole North America is not and will never be liable with respect to the Buyer for any damages arising from termination of the sale pursuant to these Terms or from the suspension of obligations under these Terms for the aforementioned reasons. The amounts invoiced by Bole North America for performance prior to or upon termination of these Terms will be immediately due and payable. Buyer agrees to pay any and all of Bole North America's costs, damages, attorneys' fees and other expenses associated with Buyer's termination under these Terms and/or any contract with Bole North America pursuant to the terms of this Section.

12. Customs Duties and Rates of Exchange, and Ocean Freight: All prices herein are based on rates of in effect at the time of quotation and are subject to revision at the time of invoicing. **12.1.** All prices herein are based on customs duties and rates of exchange in effect at the time of quotation and are subject to revision at the time of invoicing. **12.2.** All prices herein are based on ocean freight rates in effect at the time of quotation and are subject to revision at the time of invoicing.

13. Price Changes: **13.1.** A price quotation from Bole North America is good for thirty (30) days from the proposal date. An order received after thirty (30) days is subject to price revisions. **13.2.** Any price in the quotation for optional feature(s) applies only if such feature is ordered at the same time as the machine.

14. Shipping Charges and Related Charges: The quotation of Bole North America shall include only the shipping, freight and other transportation costs and all duties and import fees applicable to the shipment of the Equipment. Any and all taxes, fees, or assessments on the ownership or installation of the Equipment shall be the sole responsibility of the Buyer, and the Buyer shall indemnify and hold Bole North America harmless from and against any and all such costs.

15. Currency: Unless otherwise stated herein, all dollar amounts referred to in these Terms or in a Schedule hereto are in United States currency.

16. Installation/service: **16.1.** Buyer shall have the obligation, at its sole expense, to prepare its premises for installation of the Equipment and will provide all facilities including, but not limited to, foundation, space, electrical power, connector requirements, fittings to the Equipment operation, rigging, unloading fees and the like in accordance with industrial standard and installation requirements. **16.2.** The initial installation will be supervised, where applicable, by Bole North America personnel in accordance with Bole North America policies and procedures. The Buyer will provide all necessary labor for unloading, unpacking and placement of the Equipment and if necessary, packing for return of Equipment, which Bole North America will supervise at no additional cost within the time period stated in 16.3. to the Buyer. If installation or removal of the Equipment by Bole North America representatives is precluded by local law, union agreement or otherwise, then Bole North America will supervise the installation of the Equipment by third parties within the time period stated in 16.3 and the Buyer will bear any additional costs caused thereby. At Buyer's request, Bole North America will, as soon as reasonably possible, provide a serviceman to inspect the installation of the equipment and assist Buyer in proper start-up of the equipment. **16.3.** The purchase price for the Equipment shall include the following labor charges: Two (2) working days for machine clamping force 750 ton and less; Three (3) working days for machine clamping force 751 ton and 1200 ton Four (4) working days for machine clamping force in the range of 1201 ton to 2500 ton; Eight (8) working days for machine clamping force in the range of 2501 ton to 3199 ton; Twelve (12) working days for machine clamping force greater than 3200 ton. **16.4.** If the installation/services exceeds the number of days set forth in Section 17.3., or if any additional services are thereafter requested of Bole North America, Buyer shall be charged for the labor, travel time and parts involved at Bole North America's standard rates of which, each person, at \$800 per eight (8) hour day, including travel time, plus travel and living expenses at cost. Overtime service after eight (8) hours, Weekends and Holidays are charged, each person, at \$200/hour and in effect at the time such services are provided. Such additional charges shall be payable to Bole North America within thirty (30) days following the date of an invoice from Bole North America to Buyer.

17. Maintenance and Repairs: All work under the limited warranty set forth herein shall be performed by Bole North America or its approved contractors, at its sole option. The Buyer shall be responsible for normal maintenance and repair of the Equipment in accordance with the provisions of the manual for the Equipment. Any warranty work not authorized or performed by Bole North America or its approved contractors will void all warranties hereunder.

18. Delivery: **18.1.** Unless otherwise agreed by Bole North America in writing, delivery of the Equipment described herein shall be to the closest port. Delivery terms shall be FOB: Named Port in accordance with the provisions of the Uniform Commercial Code. Bole North America will use all reasonable diligence to meet the scheduled dates for shipment and delivery, but cannot guarantee any delivery or completion date. Bole North America shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. All charges for rigging at Buyer's facility and drayage for the Equipment will be paid by the Buyer. All boxing, crating and skidding used in the shipment of the Equipment is the property of Bole North America and is returnable to Bole North America at their option. **18.2.** If Buyer refuses to receive the delivery of the Equipment at the date specified in the order or other documentation agreed to by Bole North America, the delivery of the Equipment shall nevertheless be deemed accepted by Buyer, and Buyer shall be responsible for payment for the Equipment. Any storage of Equipment arranged by Bole North America will be at the risk and expense of the Buyer. Bole North America shall further be entitled, not to the exclusion of any other remedy for the Buyer's failure to take the Equipment, to recover any expenses incurred in performing hereunder as a result of the Buyer's refusal in addition to any previously received payments for the Equipment.

19. Delivery Time: Time for delivery and/or shipment is stated according to Bole North America's best expectations but is not guaranteed nor is a condition of these Terms. Bole North America shall use all reasonable diligence to meet the specified dates for shipment but shall not be liable for any loss, damage, expense, or charge resulting from delay in shipments. Unless special shipping instructions are received from the Buyer substantially before the shipment date and agreed to by Bole North America, Bole North America will use its best judgment as to the best means of shipment and routing consistent with the nature of the shipment schedule.

20. Loss and Damage: **20.1.** Bole North America shall bear the risk of loss with respect to any damages, destruction, loss, theft, seizure or government taking of the Equipment or part thereof, whether partial or complete, and whether or not through any default or neglect of Bole North America, until time of delivery to the Buyer's premises but the risk of loss does not extend to installation. **20.2.** After delivery to the Buyer's facility, the Buyer shall bear the risk of loss with respect to any damage, destruction, loss, theft, seizure or government taking of any item of the Equipment, whether partial or complete, and

regardless of whether or not through any default or neglect of the Buyer. **20.3.** No such event of damage, destruction, loss theft, seizure, or governmental taking shall relieve the Buyer of its obligation to pay the purchase price hereunder.

21. Title: Title to the Equipment shall pass upon delivery, as defined above, at the Buyer's plant in accordance with these terms and conditions, subject to Bole North America's purchase money security interest. Until Buyer has paid in full for the Equipment, Buyer shall not transfer, sell, pledge, mortgage, encumber, or create or suffer to exist a security interest in the Equipment in favor of any person other than Bole North America unless written approval of such other security interest is given by Bole North America. Additionally, Buyer agrees to keep the equipment insured to its full value until payment is received by Bole North America.

22. Personal Property: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, the Equipment is and shall at all times remain personal or moveable property and shall not be affixed or attached to any lands, buildings, motor vehicles or other chattels without the prior written consent of Bole North America. Where the Equipment is to be delivered to a leased premise, the Buyer shall, upon Bole North America's request, notify Bole North America of the name and address of the landlord of such leased premises within ten (10) day prior to delivery. Any obligation of Bole North America to deliver the Equipment shall be contingent upon the execution of such Landlord Waiver or any instruments necessary to confirm the security interest of Bole North America in and to the Equipment.

23. Location and Inspection: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full: **23.1** The Buyer shall maintain the Equipment at the location specified in the Quote and shall not move the Equipment from such location without the prior written consent of Bole North America; and **23.2** Bole North America shall have the right to inspect the Equipment upon request.

24. Software License: System Operation Control Programs ("Software") supplied with certain Equipment, whether provided in transportable media or embedded within the Equipment are, and remain the property of, Ningbo Shuangma Machinery Industry Co., Ltd., the manufacturer ("Ningbo Bole"). Buyer is granted a non-exclusive right to use Software only in the Equipment. Unless supplied with its associated Equipment hereunder, no Software, regardless of the form in which it is embodied when received by Buyer, shall be made available to any third-party or entity. The ownership of, rights to and all interest in the Software at all times shall remain with Bole. In the event that Buyer uses the Software in an unauthorized manner, duplicates or transfers the Software, Ningbo Bole or Bole North America may terminate the license granted hereunder, and Buyer shall, upon and in accordance with Ningbo Bole or Bole North America's request, return or destroy all copies of programs then in its possession. The right to terminate the license granted hereunder shall be in addition to its other rights and remedies for unauthorized use, duplication, or transfer, including its right to seek injunctive relief and damages for the same. In the event an unauthorized change or modification to the Software affects the safety of the Equipment, Buyer agrees to indemnify and hold Ningbo Bole and Bole North America harmless from and against any loss, damage, claim, expense, or cause of action resulting from any personal injury or property damage resulting there from.

25. Assignments: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, neither these neither Terms nor the Buyer's rights hereunder shall be assigned except with Bole North America's prior written consent. These Terms and all rights of Bole North America hereunder may be assigned by Bole North America without the Buyer's consent.

26. Net Purchase Price: The Buyer shall pay or reimburse Bole North America for all expenses, fees, charges, claims and fines incurred or arising in connection with the registration, licensing, possession, use or operation of the Equipment and all taxes and duties (including, without limitation, use, franchise, goods and/or services taxes, retail sales taxes and value added taxes) other than taxes on income levied on Bole North America under any federal or state income tax law on or relating to the sale of this Equipment.

27. Credit Investigation: The Buyer and any guarantors hereby consents to Bole North America conducting a personal investigation or credit check upon the Buyer, subject to applicable legislation.

28. 12/24 Months Limited Warranty:

28.1 12 Month Parts/Equipment Limited Warranty: Bole North America warrants that Equipment manufactured by Ningbo Bole will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. Bole North America's obligation under this Limited Warranty is limited solely to the repair or replacement at their option at its facility of any parts that are in the sole opinion of Bole North America defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of twelve (12) months, at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of twelve (12) months, an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without Bole North America's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.

28.2. 24 Month Limited Major Mechanical Component Warranty: Bole North America will repair or, at its option, replace any parts which were manufactured by Ningbo Bole (if it is applicable to: base, platen, clamp linkage, or tie bars) that proves to be defective in material or workmanship under normal use within two (2) years after machine delivery. Bole North America's obligation under this Limited Warranty is limited solely to the repair or replacement at Bole North America's option at its facility of any parts that are in the sole opinion of Bole North America, defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of [24 months], at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of [24 months], an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without Bole North America's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.

28.3. 12-Month Service Labor Limited Warranty: For the first twelve (12) months after the machine delivery, Bole North America will provide all service labor for diagnosis and repair or replacement of defective parts as described under the 12 Month Limited Warranty. Warranty does not apply to front-end wear components (including: barrels, screws, screw tips, non-return valves, and heater bands) unless they prove to be defective in material or workmanship.

28.4. Limitations and Exclusions: "Normal use" shall mean use consistent with standard industry practice, within rated capacities, at correct voltage, with normal preventive maintenance, and in accordance with the applicable Bole North America maintenance and operating manuals. Equipment modifications of which are not approved in writing by Bole North America voids the terms of this Limited Warranty immediately. This Limited Warranty does not apply to parts subject to wear or consumption, such as filter elements, fuses, lubricants, breakers, contactors, relays, barrels, screws, screw tips, non-return valves, heater bands, thermocouples, etc. The warranty does not apply to damage caused by war and "Acts of God" such as, but not limited to: floods, earthquake, fire, lightning, wind, water, electrical surges, and other acts of nature or man.

28.4.1. This Limited Warranty does not apply to parts or components not manufactured by Ningbo Bole or to parts not normally included in Ningbo Bole standard products and options, except for the provision of labor as set forth in Section 20.1 above. For parts or components not manufactured by Ningbo Bole or non-standard parts or components specified by the Buyer, as original purchaser, the Buyer shall have only the warranty provided by the manufacturer of such part or component. The Limited Warranty for Ningbo Bole Software is limited to defects of which make it unsuitable for the original intended use of the Software and does not extend to revisions or enhancements.

28.4.2. The Limited Warranty for parts is subject to verification of an actual defect by return of the part to Bole North America at Buyer's expense or by inspection by authorized Bole North America service personnel at their option. Diagnosis beyond the original start-up of the Equipment that does not result in the identification of specific Limited Warranty claims may result in service call charges at Bole North America's sole discretion. Parts replaced under the terms of this Limited Warranty are covered for the remainder of the applicable Limited Warranty period but no less than ninety (90) days and will be shipped to Buyer, at Bole North America's expense, by standard ground transportation. Additional costs for any other shipping option chosen by Buyer shall be at Buyer's expense. Component parts used in the service or repair of Ningbo Bole injection molding machines may be either new or rebuilt in compliance with original design specifications.

28.4.3. All liability under this Limited Warranty will cease immediately if:

- 28.4.3.1.** Any payments are overdue;
- 28.4.3.2.** The Equipment is relocated to other than the original installation position, no matter in the same building or not, without the supervision of Bole North America service technician (The Bole North America service technician supervise the machine relocation is not a warranty work specified herein and therefore need to be purchased by the Buyer in a service order);
- 28.4.3.3.** Any repairs, alterations, or modifications are made by the Buyer or a contractor of the Buyer without written consent from Bole North America;
- 28.4.3.4.** Any machine damage caused by abuse or the condition of the site the machine installed, of which is not meet the industry standard, or cause machine out of balance;
- 28.4.3.5.** Upon the date of termination described herein; and/or
- 28.4.3.6.** Any work under the limited warranty is performed by anyone other than Bole North America or its authorized contractors.

28.4.4. This Limited Warranty shall not apply to:

- 28.4.4.1.** Filter elements, fuses, bulbs, barrel heater band, nozzle heater band, nozzle thermocouple, solid state relay, lubricants, pressure gauges, and gate glass, etc.;
- 28.4.4.2.** Wear of plasticizing screw and barrel, resulting from the processing of abrasive/harsh resins, or the operation at unusually low or high barrel temperatures. Accelerated wear of the barrel head/distributor, or machine nozzle due to the processing of abrasive/ harsh resins is also

excluded, unless the Equipment was expressly specified and agreed to by Bole North America in its sales confirmation documentation to handle such circumstances.

29. No Other Warranty: EXCEPT AS OTHERWISE STATED HEREIN, BOLE NORTH AMERICA MAKES NO WARRANTY, CONDITION OR REPRESENTATION WHATSOEVER AS TO THE DURABILITY, QUALITY, CONDITION OR SUITABILITY OF THE EQUIPMENT FOR THE BUYER'S PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOLE NORTH AMERICA HEREBY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BOLE NORTH AMERICA IS UNDER NO OBLIGATION TO INSPECT, SERVICE OR OTHERWISE RENDER OR MAINTAIN THE EQUIPMENT FOR THE BENEFIT OF THE BUYER. BOLE NORTH AMERICA SHALL NOT BE LIABLE TO THE BUYER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF OR THE REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATEVER AND HOWSOEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY. BOLE NORTH AMERICA SHALL NOT BE RESPONSIBLE TO THE BUYER FOR ANY DELAY OF DELIVERY OF THE EQUIPMENT, NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER TO THE BUYER SHALL IN ANY WAY AFFECT THE BUYER'S OBLIGATION TO PAY THE PURCHASE PRICE OR PERFORM ITS OBLIGATIONS UNDER THESE TERMS.

30. Limitations of Remedies and Liabilities: Buyer agrees that Bole North America's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to claims in contract, negligence or strict liability, against Bole North America or any of our affiliates, shall be the repair or replacement at Bole North America's option of defective products or parts thereof or the correction of Equipment and Software. Claims of any kind include, but are not limited to, those for any loss or damage arising out of, connected with, or resulting from these Terms or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the Equipment or part thereof or Software covered by these Terms. The jurisdiction and venue for all actions arising out of this transaction are to be filed within the state courts of the State of Arizona and Arizona law will apply.
Agreed: _____Buyer _____Bole North America

31. Indemnity: The Buyer shall indemnify Bole North America against and save Bole North America harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including, without limitation, attorney's fees and expenses) arising out of, connected with ,or resulting from the Equipment including, without limitation, selection, delivery, possession, use, maintenance or operation of the Equipment.

32. Designs: All designs and specifications shown in Bole North America's catalogue are subject to change without notice. The weights, dimensions, capacities, performance ratings and other data on Bole North America's catalogs, prospectus, circulars, advertisements, and price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind Bole North America. If dimensions are critical, the Buyer must request certified prints from Bole North America.

33. Robotic Systems: Except as otherwise specifically provided, the parties agree that Bole North America shall have no responsibility for any robotics systems or hardware, including spare parts ("System(s)"), either supplied pursuant to these Terms or by separate contract between Buyer and a third-party, other than the pass through of any warranties provided by the supplier or manufacturer of the System(s). Buyer agrees that it will be responsible for: (i) choice of, hook-up and integration of all Systems with the Equipment purchased pursuant to these Terms; (ii) compliance with all applicable standards, guidelines and legal requirements related to safety and guarding in conjunction with integration of the System(s) and Equipment; and (iii) agrees that Buyer (or a party of its choosing but other than Bole North America) shall act as Systems Integrator with respect thereto in accordance with the American National Standards Institute/Society of Plastics Industry Standard – ANSI/SPI B151.27, for Plastic Machinery: Robots Used with Horizontal Injection Molding Machines –Safety Requirements for Care and Use, and any other applicable standards and guidelines. Buyer agrees to indemnify and hold Bole North America from and against any loss, expense, liability claim or litigation regarding personal injury, property damage, breach of these Terms or otherwise with respect to breach by Buyer of its responsibilities as related to the System(s) as specified above.

34. Intellectual Property Rights: All intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, other distinctive marks, designs, and other materials created and/or made available by Ningbo Bole hereunder or within the framework of the relationship between Buyer and Bole North America, are vested exclusively in Bole North America

and/or Ningbo Bole. The Buyer shall not reproduce, transfer, grant, assign, license, or use the goods, distinctive marks, and designs and other materials created and/or made available by Bole North America and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms. The Buyer shall not remove, modify, or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by Bole North America and Equipment delivered.

The Buyer shall not alter – or have altered, – modify, have modified, adapted or otherwise reconfigured, the goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by Bole of North America.

35. Safety Devices: All safety devices are checked prior to shipment, and Bole North America assumes no responsibility for accidents due to faulty maintenance of such device or for improper or unsafe work practices on the part of the Buyer, the Buyer's personal, or representatives of the Buyer. Buyer acknowledges its duty to inspect all Equipment upon delivery to insure compliance.

36. Rules, Regulations: The Occupational Safety and Health Act (OSHA) impose certain requirements on an employer including many relating to the use of the Equipment. The interpretation and applicability of the regulations issued pursuant to OSHA is directly related to the conditions and manner in which the Equipment is used. Buyer acknowledges and accepts that it is solely responsible for its and its employees' compliance with OSHA. Buyer indemnifies and holds Bole of North America harmless for any claims as a result of Buyer's failure or alleged failure to comply with OSHA, including but not limited to any and all attorneys' fees, court costs, administrative fines and other expenses resulting there from. Bole North America believes that its Equipment can be used in a manner that complies with OSHA and its associated regulation at its date of delivery, but cannot and does not so warrant, and makes no warranty or representation of any kind that the Equipment complies with OSHA.

37. Limitations on Liability: In no event shall Bole North America be liable for damages arising from delay, default or non-performance caused by: **37.1.** any impossibility or unlawfulness of performance for any reason; **37.2.** any interference (government or otherwise) with Ningbo Bole/Bole North America's normal production of the Equipment or with the shipping or installation thereof; **37.3.** any contingency beyond Ningbo Bole/ Bole North America's control or the control of its suppliers including, but not limited to future allocations of raw material (governmental or otherwise) or similar restrictions limiting Ningbo Bole/Bole North America's production, installation or shipment. Should any of the foregoing circumstances arise and upon returning advance payments on account of such cancelled part of the sale pursuant to these Terms, Bole North America shall have the right to cancel the sale or any unexecuted part thereof without further liability to the Buyer or Bole North America.

38. Collection Expenses: In the event of any default hereunder, Bole North America's costs of: (i) collection, (ii) attorney's fees incurred in proceedings to recover any monies due hereunder, (iii) repossession of the Equipment, and/ or (iv) enforcement of any of Bole North America's rights; such costs including, without limitation, rigging, freight, storage, attorney's fees and expenses associated therewith, shall be paid by the Buyer to Bole North America immediately upon demand.

39. Resale of Equipment: If Bole North America repossesses the Equipment or the Buyer surrenders the Equipment, Bole North America may sell the Equipment at public or private sale and upon such terms and in such manner as they may determine in accordance with applicable law. The Buyer remains fully liable for any balances remaining due after the proceeds have been applied to any open balances owed by the Buyer to Bole North America.

40. No Waiver: No delay or omission to exercise any right or remedy accruing to Bole North America upon any breach or default of the Buyer will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of Bole North America of any breach or default under these Terms, or of any provision or condition hereof, must be in writing and signed by a Corporate Officer and will be effective only to extent as specifically set forth in such writing. All remedies, either under these Terms, or at law or in equity otherwise afforded to Bole North America are cumulative and not alternate.

41. Force Majeure: Bole North America shall not be liable for any delay in performance or nonperformance which is due to war, fire, flood, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident,

breakdown of equipment, differences with employees or similar or dissimilar causes beyond its control including, but not limited to, those interfering with production, supply or transportation of product, raw material or components or its ability to obtain, on terms Bole North America deems reasonable, material, labor, equipment or transportation expense or cause of action resulting from any personal injury or property damage resulting there from.

42. Instruction Language: The English language is used for the manuals and warning labels on the Equipment. It is Buyer's sole responsibility if there are other languages, other than English, that for whatever reason that may be required for Buyer's use of the Equipment.

43. Applicable Law: The interpretation, validity, and effect of these Terms shall be construed and determined in accordance with the laws of the State of Arizona in the United States, without reference to conflict of laws principles. The parties hereto hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Equipment. Unless agreed otherwise, the parties hereby irrevocably agree to submit to the exclusive jurisdiction and venue of the courts of Maricopa County, Arizona and agree to be bound by any judgment thereof. Any action by Buyer against Bole North America for breach of contract must be commenced within one (1) year after the cause of action has accrued.

44. Buyer's Waiver: To the extent not prohibited by law or statute, the Buyer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory credit and other statutes and regulations made hereunder in any and all jurisdictions, which would in any manner affect, restrict or limit the rights of Bole North America hereunder. The Buyer also waives and assigns to Bole North America the right of any statutory exemption from execution or otherwise.

45. Binding Effect: Subject to the terms hereof, these Terms shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.

46. Interpretation: Whenever the context of these Terms so requires, the singular number shall include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa and, in case more than one Buyer is named as a Buyer, the liability of such buyers shall be joint and several without benefit of division or discussion.

47. Notices: Any notice required or permitted to be given by the provisions hereof must be in writing and will be conclusively deemed to have been received by a party on the day it is delivered by hand and in person to such part at the address indicated below (or at such other address as such party specifies to the other party in writing) or if sent by registered mail provided there is no interruption in postal services, on the fifth (5th) business day after the day on which it was mailed and addressed to such address. If to Bole North America, 7918 E. McClain Drive Scottsdale AZ. 85260 If to the Buyer: as set forth in the purchase order/ quote.

48. Severability: Any provision of these Terms prohibited by or deemed unlawful or unenforceable under any applicable law or jurisdiction shall, at the sole option of Bole North America, be ineffective as to such jurisdiction without invalidating the remaining provisions of these Terms except, however, that to the extent that the provisions of an applicable law can be waived, they are hereby waived by the Buyer. If necessary and possible at the discretion of Bole North America, the parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

49. Further Assurances: The Buyer agrees to do all things and execute and deliver all documents as may reasonably be required by Bole North America in order to give effect to these Terms, including, but not limited to, the execution of financing statements in order to effect such registration as may be necessary in order to protect Bole North America's interests herein.

50. Choice of Language: The parties hereby acknowledge that they have required these Terms and all other agreements and notices required, permitted, or given pursuant hereto to be drafted in the English language.

51. Final Acceptance: All orders are subject to final acceptance by written sales confirmation from Bole North America and no Contract shall be implied until acknowledged and accepted by Bole North America in writing.

52. Headings: Paragraph headings are not to be considered part of these Terms and are included solely for convenience and are not intended to be a full or accurate description of the contents thereof.

53. **Amendments:** This Agreement may only be amended in writing signed by the parties hereto. No oral modifications or amendments are enforceable.
