



ELECT150

All Electric CNC Tube Bender

QUOTATION #: 2025-02-B18037 rev1

Prepared for:

Evolution Auto Performance
20170 Stewart Crescent #470
Maple Ridge, BC V2X 0T4
Canada

February 6, 2025



BLM GROUP
USA Corporation

tube & wire bending
endforming
lasertube
sawing

For over 60 years, BLM GROUP has been making state-of-the-art systems for processing tubes, special sections and bars to make production simpler, more innovative and more effective **for our customers**. Tube processing is our strength: laser cutting, bending, saw cutting and end-forming. We offer a comprehensive range of solutions for a wide variety of applications focused on the **direct, material benefit for our customers**.

BLM GROUP Global Presence



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www.blmgrouppusa.com



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Liz,

Thank you for your interest in BLM GROUP Tube Bending technology! We are pleased to provide you the following quotation for a ELECT150. The ELECT150 is an all electric CNC tube bender which processes tubes up to 150 mm (6.0") in diameter. The machine has multiple tool stack capability and can produce both fixed and variable radius bends. A maximum of up to 8 tool sets can be mounted simultaneously within the stack height.

Established in 1960, BLM GROUP is a global supplier of machine tools for the fabrication of tube, bar, wire and flat sheet products. Headquartered in Italy with a network of subsidiaries, our factory trained staff provide pre- and post sales support, training, spare parts and service to customers worldwide. The North American market is served by BLM GROUP USA, based in Novi, Michigan.

Thank you for the opportunity to earn your business. If you have any questions, please do not hesitate to contact me.

Best regards,

Brian Blair
Regional Sales Manager
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E b.blair@blmgrouppusa.com

Machine Features



Developed from BLM GROUP's decades of experience in the field of automatic tube bending machines, the ELECT150 was created to meet the rising market demand for the manufacturing of small-to medium sized lots of complex, multiple bend tubular components made of high-quality materials.

ELECT150 is an in-process, right-hand or left-hand, all-electric tube bender (12 axes) with 3D visual graphic programming (VGPNext). Its features include:

- CNC direct adjustment management
- Extreme flexibility
- Consistent job repeatability and accuracy over time
- Interpolated traction and thrust bending with thrust torque modulation during cycle
- 3D graphic automatic part feasibility simulation (with emergency adjustments and machine or tube collisions)
- Set-up data saved together with the part program
- Consistent cost-effective production
- Eco-friendliness guaranteed by less energy consumption, no hydraulic oil and quiet operation
- Complete reuse of existing bending tools (made by BLM GROUP or other manufacturers)
- Possibility of fitting up to 8 tools at the same time with the **Multi-Stack** option
- Increased productivity with the evolved cycle features offered by the **Speed-Up** option
- Fixed and variable radius bending with **Booster** and **Variable Radius**
- Extreme ease of use and minimal set-up time with the **Easy** option
- Maximize quality and cosmetic finish of the final part with the **Design Pack** option.

All-Electric Technology

Advantages of the “All-Electric” technology of this machine include:

- Absolute repeatability of each bend, independent of environmental conditions, due to the high precision of the electrical axes
- Perform production changeovers in a few seconds thanks to very short set-up times
- Self-regulation of the axis movements, without manual intervention, based on the program selected by the CNC
- Machine settings and part parameters are stored within the program and are automatically recalled and adjusted at set-up.

Create a brand-new part program quickly. The process now takes less time than the traditional method. Once the tool sets have been mounted on the machine, all fine-tuning adjustments are carried out automatically by the CNC. The positions of every moving part are stored within the program and can be recalled in seconds.

Minimum setup time and constant accuracy		Minimum energy consumption	
The benefits are evident: • Shorter set-up times • Rapid tool changeover without manual adjustments • Not dependent on the operator's experience • High efficiency in small batch processing • Zero scrap Another key advantage is the absolute repeatability of jobs over time as a result of the perfect control of the wiper die speed, the closing position of the clamp die and rollers and the positioning of the mandrel. The perfect interpolation of the movements and the extremely accurate positioning of each axis are the technical features that guarantee absolute accuracy and repeatability of the process.		Other advantages of the “All-Electric” technology include: • Considerable energy saving • Better working environment quality: the machine is quiet, clean and eco-friendly • Having no hydraulic components means that system maintenance and cleaning are simplified. Improved safety is ensured because there are no high-pressure hydraulic circuits.	

Technical Specifications

Description	Value
Round Tube Steel	max 152 x 4.0 mm (5.98" x .150")
Bending Radius Maximum	450 mm (17.72")
Useful length (increasable)	
from tool post to collet	3327 mm (130.98")
from tool post to mandrel extractor	6860 mm (250.39")
Bore Through Collet	107mm (4.21")
Tube Loading Height	1474 mm (58.51")
Bending Rotation	Right Hand Only
Tooling Stack Height	450mm (17.71")
Difference Between Bend Centerline Radii	130mm (5.12")
Feed Speed - X Axis	850mm/sec
Bend Speed - Y Axis	40 deg/sec
Rotation Speed – Z Axis	360 deg/sec
Head Horizontal Speed - Q Axis	350 mm (13.78")/sec
Head Vertical Speed – V1 Axis	80 mm (3.15")/sec
Pressure Die Vertical – V4 Axis	100 mm (3.95")/sec
Accuracy on X (Feed)	+/- 0.05 mm (.002")
Accuracy on Y (Bend)	+/-0.05 deg
Accuracy on Z (Rotation)	+/-0.05 deg
Accuracy on Q (Shift)	+/-0.05 mm (.002")
Installed Power	36 Kva
Noise Level	65 dba

ELECT150 Customized Options

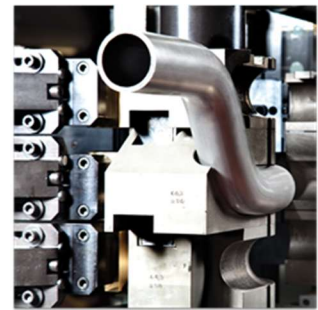
The machine can be configured to meet today's needs, with the ability to add options in the future to adapt it to new requirements.

ELECT150 can be equipped with optional accessory packages specific to different production contexts. A versatile system that allows you to modulate your investment in a targeted manner based on the features and functions you are seeking.

Multi-Stack

More flexibility and fewer tool changes

The Multi-Stack feature allows you to manage up to eight different bending radii and equip the machine with a variety of fixed and variable radius bending tools.
For small and diversified batches, tool changes can be reduced.
For complex shape parts, whenever you need to equip the machine with tools of different central line radius and/or compound bending tools.



Speed-Up

Increase the working speed

Speed-Up increases the speed and optimizes axis movements of the machine to achieve higher productivity and reduce the cost per part.
Designed for intensive production, the Speed-Up package guarantees success by offering a production rate at the highest market standard.



Clever

Take advantage of automation to make the process more efficient and improve result quality.

Clever guarantees total repeatability on the produced parts because it eliminates the possibility of human error and the time needed for manual orientation of the part before the bending cycle starts. There are two versions of the package:

Basic: This comprises the stop reference that automatically activates collet closing and guarantees that the length of the first straight part is always right.



ELECT150 Customized Options – Continued

Weld: In addition to the Basic version, this adds the optical weld search sensor that reduces the time needed to start the bending cycle.

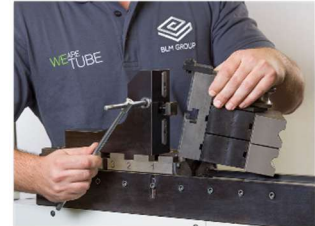
Hole: In addition to the Weld version, the optical sensor can automatically detect and position holes on the tube, reducing the time needed to start the bending cycle.



Easy

From the assembly of the bending tools to the most delicate bending stages, Easy simplifies the entire bending process.

Quick clamp Changeover: The quick tooling changeover system allows bending tools to be mounted in the right position with a simple tightening and without manual adjustments, resulting in reducing scrap, tool set-up time and operator training costs by a substantial amount.



Electrically controlled pressure die: Aesthetic finish of bends, minimal ovality even with CLR/Diameter < 1. All by controlling the electric control of pressure die movement.



Mandrel

Perfect bent with no bulge on the surface

Early Mandrel extraction: make it possible to realize bent tube free of scratches or clamping marks. Additionally, it enables a bending ratio CLR/D (Center Line Radius on Diameter) of less than 1 due to the fully electric positioning of the mandrel during the bending process.



Automatic mandrel lubrication: maintains optimum working conditions at all times without relying on the operator's experience.



ELECT150 Customized Options - Continued

Advanced Bending

Adds strategic machine cycles to optimize the bend process for tube of any section.

spring back recovery: Eliminates scratches or clamping marks on the tube when opening the die.

Tube detachment movements makes the whole bending sequence faster and prevents complex section tubes from colliding with the bending tools.

Electric torque Control: Aesthetic finish curves, free of scratches or signs of the tooling, thanks to the optimal adjustment of the tightening torque which on the one hand guarantees the seal, on the other the quality of the surface.



Design Pack

The ultimate in design

Design Pack includes all the advantages of Easy, Mandrel and Advanced Bending in one convenient solution. Eliminates scraps and reduces the operating costs of cleaning the tube after bending, avoiding even the smallest imperfections on the finished part.

Tangent Booster: This eliminates waste on the last straight part to save material.

Hands Free

Simplify your work and improve results

Hands-free preserves the quality of the part during unloading and makes loading, starting the program and unloading the tube much easier and faster! The package includes two separate accessories:

Loading and unloading pedal: For opening and closing the clamp with the foot, simplifying the loading and unloading of the machine and preventing the tube from falling or getting damaged.



Two-hands control panel: Freely placeable around the machine, it reduces operator fatigue by activating the bending with a simple touch on the double sensor while keeping the emergency button always at hand.



ELECT150 Customized Options – Continued

Stress Free

Efficiency and safety

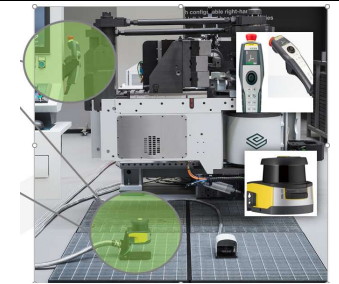
Stress-Free allows you to work more safely, ergonomically, and efficiently. You can choose a safe area according to the workpiece dimensions.



Stress Free

Efficiency and safety with no trade-offs

Stress-Free allows you to work more safely, ergonomically, and efficiently. You can choose a safe area according to the workpiece dimensions and move the axes inside it at a controlled speed to the check machine's movements in total safety using the **Hold-To-Run** device.



T-Square

Quality and ease of use

During the bending of special section tubes, T-Square contains the shape of the section and eliminates scratches and clamp marks by controlling the movement of compound tooling.

T-square requires Advance Bending.

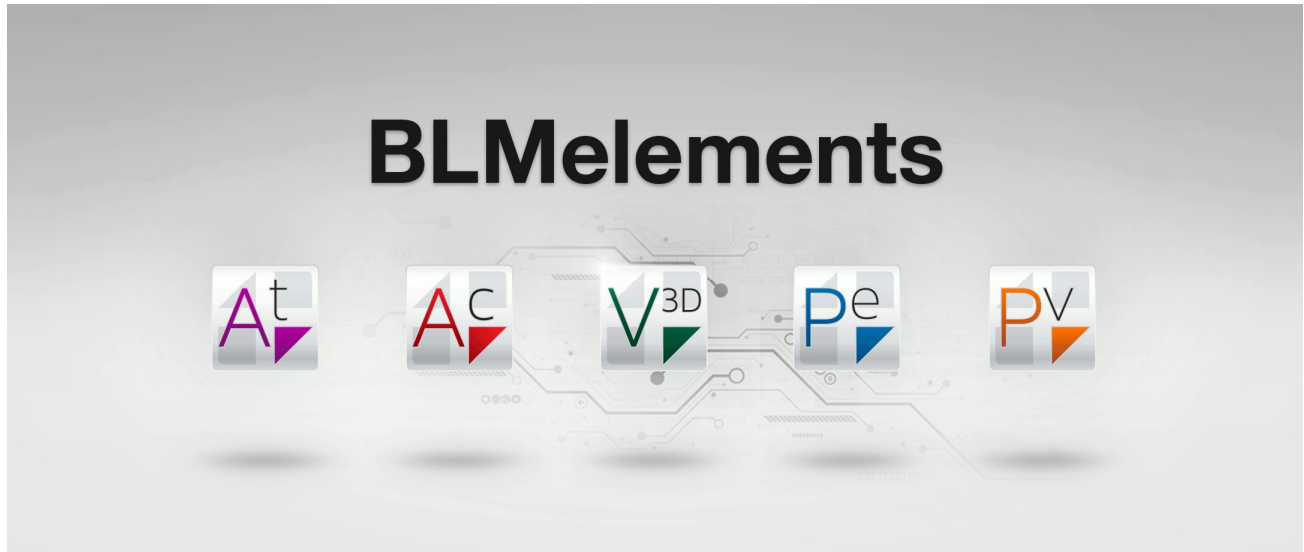


Variable radius

The great advantage of choosing a different radius every time

With the variable radius function, you can make bends of any radius with maximum flexibility, reducing tooling changeover and eliminating the associated set-up time.

BLM ELEMENTS



VGPNext

VGPNext communicates with other BLM GROUP software to calculate the combined effects of laser cutting and bending, optimizing processing times.

All-In-One

Like other BLM GROUP tube bending machines, the ELECT can be paired with a Lasertube system to integrate bending and laser cutting to transform a tube into a finished product in the most efficient way. Resulting in parts being right the first time.

All-In-One manages both technologies, automatically resolving upstream problems connected to single or integrated use.

BLM GROUP's vast experience in the tube cutting sector has resulted in the creation of specific integrated solutions to meet any application needs.



VGPNext: 3D Visual Graphic Programming

3D Graphical programming within everyone's grasp.

VGPNext is the BLM GROUP software for CAD/CAM programming of tube and wire bending machines. It is available in office and machine versions.

All in one environment.

VGPNext knows the machine configuration details and the installed accessories. Therefore, it can calculate tube spring back and elongation in advance, simulate bending to avoid collisions, and start production in just a few clicks.

Versatility makes the difference.

VGPNext is equally effective for programming fixed or variable radii jobs. Perfect for all tube geometries (round, square, rectangular, oval etc.) either on the machine's control or in the office.

Workflow



- | | | | |
|---|--|---|---|
| 1 | Part program imported with coordinate input or by importing 3D file. | 5 | Cycle time estimate in advance. |
| 2 | Select the program from the library. | 6 | Correction of bending defects suggested by the machine. |
| 3 | Automatic calculation of tube compensation. | 7 | Monitoring of daily production. |
| 4 | Realistic simulation of bending process to avoid collisions | | |

Software Modules

B-TOOLS	B-Tools dynamically calculates and applies the required bending compensations based on 3 factors: Spring Back, Elongation and Radial Growth . The compensation is automatically calculated for the part based on a material test bend data that is saved in association with the bend die. This eliminates the trial-and-error approach to apply compensations
B-EXPORT	Allows exporting the tube geometry from VGPNext into IGES or STEP file format.
B-IMPORT	Provides ability to import 3D IGES or STEP files directly into VGPNext.
B-PUNCH	Provides ability to program piercing sequence, utilizing special punch tooling configuration.
B-WELD	Calculates and displays the optimal radial (Bend) location for the tube, in reference to the weld seam, in order to create consistent bend results. Utilizes the weld-seam detection hardware.
B-3D PART	A module to accurately model and display machine accessories or any external parts and display them in the bend environment - 3D STEP or IGES file formats (B-MEASURE included).
B-3D TOOL	Allows to accurately model bend tooling in 3D – STEP or IGES file formats (B-MEASURE included).
B-BARCODE	Allows reading barcoded information for quick access to previously programmed part programs using customer provided reader. Specific format required.
B-HELIX	Software for programming helical parts for out of plane coil bending that uses the coils' pitch or angle to create collet rotation during bending.
B-MEASURE	A feature that gives the programmer the ability to measure items and distances on the VGPNext screen. Helps determine clearances for difficult parts.
TOOL DESIGNER	Automatically calculates tooling parameters to successfully bend a part, and optimizes the tooling setup with applicable height, reach, spacers and etc. Also provides manufacturing drawings. (Requires active TELESER contract)

Offline Software

VGPNext/PC offline programming is available as an option that allows for off-line programming from a remote station. The offline software replicates all programming functions that are standard on the machine control. Part programs generated offline can be accessed by the machine via a network.

With the offline license B-IMPORT module or direct input capability of XYZ/LRA values can be used to make programs, convert CAD files, create simulations, and analyze feasibility as early as the design and estimating stage. The function for programming and managing production jobs on several machines off-line will improve the productivity of the machine. The program is then sent to the BLM tube bending machine CNC via a network shared file. A barcode scanner can also be used to retrieve programs from a work order.

Pricing

BLM GROUP ELECT150 including:

• ELECT150 - All Electric tube bending machine with, 12 axes, capable of bending tubes up to 150mm (6.0") diameter.	<i>Included</i>
• Variable radius booster programmable directly by the operator with pushing up to 6,000kg – 900 mm/sec	<i>Included</i>
• Siemens Simotion CNC with 19" touch panel and digital drives.	<i>Included</i>
• Single stack configuration	<i>Included</i>
• Single stack electric pressure die with vertical position controlled by electric axis.	<i>Included</i>
• Wiper die holder and support	<i>Included</i>
• Includes 2 mandrel rods (diameter 24-44 mm) and rotating rod connections	<i>Included</i>
• VGPNNext – 3D Virtual Graphics Programming software provides part, tool, and bend sequence simulation to prove feasibility, provide clearance checks, and program optimization.	<i>Included</i>
• Full perimeter safety fence and protection system	<i>Included</i>
• TELESER – First year service contract for remote troubleshooting and repair	<i>Included</i>
• Electrical modification for 480V / 60Hz	<i>Included</i>
• Conforms to International machine tool construction and safety standards	<i>Included</i>
• Packing and Freight to port of entry	<i>Included</i>

Base System Price: \$568,700 USD

Included Options

Machine Hardware

MULTI-STACK	Management of multiple radius bending tool with fixed, variable, and contoured radii	1	\$46,420
CLEVER	Loading Stop Locator	1	\$21,250
DESIGN PACK	Quick tool change system, electric die movement and automatic mandrel lubrication, early mandrel extraction, spring back recovery, torque control and tube detachment.	1	\$68,360
HAND-FREE	Loading / unloading pedal and two-hands control panel	1	\$4,060
GEL-A20	Upgrade Mandrel lubrication device for thick oil and grease	1	\$3,230



BLM GROUP

USA

ELL451	Tool Mounting Plates - quick change clamp and pressure die mounting plates for; 4 stacks at 110 mm, 3 stacks at 130mm or 150 mm, 2 stacks at 180 mm	1	\$6,000
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Software – On Bender

B-TOOLS	Spring back compensation software - corrects bend angle, radial growth and tube stretch using data that is manually measured and inputted.	1	\$2,500
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Project Total: \$720,520

Current Customer Solution Price Price: \$655,720 USD

Financing Options

BLM Group Financial Services offers special equipment financing options. Through our comprehensive financing solutions, we can help you bring your vision of investing in a BLM machine to reality. We make your buying process simpler by providing favorable terms such as financing of required deposits, low upfront investment options and flexible payment structures. All of these allow you to preserve your cash to fuel your business growth.



For more information on financing options for your BLM purchase, call

Chad Corsi at 248-285-2883 or c.corsi@blmgroupusafinance.com

All rates, terms and conditions of financing are subject to credit approval by Highland Capital Corporation and available to customers in the United States and Canada (excluding Quebec). Not all customers will qualify. Rates subject to change without notice. The above financing options assume 100% financing (subject to credit approval) with first and last payments collected in advance.

Acceptance of Proposal

The above prices and specifications are satisfactory and are hereby accepted.

Name

Liz Kraljevic

Title

Signature

Quotation: 2025-02-B18037 rev1

Date: February 6, 2025

Machine Acceptance

Machine Acceptance is best completed using tooling purchased from BLM GROUP at time of machine order. Acceptance to be completed at BLM GROUP facility.

If tooling is not purchased with the machine order, BLM GROUP will use in-house standard tooling for machine acceptance and training. Contact your Regional Sales Manager for list of tooling and parts that will be used for machine acceptance.

If purchaser decides to use non-BLM GROUP supplied tools for machine acceptance, any time spent by BLM GROUP personnel for tooling verification, will be charged at the standard application engineer rates (\$195/hr) and billed separate from machine purchase price. Acceptance to be completed at BLM GROUP facility.

Any additional visits to purchaser's site for tooling set-up or verification will be billed accordingly, at the standard application engineer rates (\$195/hr), plus travel expenses, separate from machine order billing.

Materials for Acceptance

Material for machine acceptance at BLM GROUP must be provided in quantities agreed at least 30 days prior to scheduled machine acceptance. Shipping costs for material from purchaser to BLM GROUP is at purchaser's expense. Delays in receipt of material will affect machine acceptance and delivery schedules.

PHYSICAL & CHEMICAL PROPERTIES AS WELL AS QUALITY OF THE WORK PIECE/MATERIAL HAVE A DIRECT EFFECT ON THE BENDING PROCESS and PART QUALITY. It is critical that material specifications, properties and aesthetic criteria are clearly identified during the machine and tooling purchase.

Part Acceptance

Part acceptance will be completed at BLM GROUP USA prior to start of programming and operations training. Standard acceptance includes one mutually agreed upon part using customer ordered tool set or BLM in-house tooling. A maximum quantity of thirty (30) pieces will be produced. The parts acceptance criteria and measurement method will be established when the machine and tools are purchased. Any change to the acceptance needs to be requested and agreed upon in writing and may impact the shipment of the equipment.

A customer representative must be present to validate and document the results. After the successful completion of the machine testing, the customer will be asked to execute a Machine Acceptance Certificate, verifying that the machine is operating in accordance with the specifications agreed upon at time of machine order.

The customer is responsible for providing CAD models, material specifications, drawings with tolerances and sufficient material for testing and acceptance parts. Purchaser is responsible for supplying at their own expense, any inspection equipment or fixtures required for part validation.

Programmer and Operator Training

Programming and operations training takes place at the BLM GROUP USA headquarters in Novi, MI. The course is provided for up to four (4) students. Topics include but not limited to tooling set-up, machine operation, programming, and preventative maintenance.

It is recommended that attendees of the programming and operations training be proficient in basic computer skills, have the ability to read and interpret drawings, understand basic manufacturing nomenclature, and have a minimum of one (1) year of programming experience or one (1) year of experience in the operation of multi-axis CNC tube bending systems or CNC machine tools.

Installation and Commissioning

BLM GROUP technicians will assemble, start-up, and commission the machine. Installation is scheduled to occur during a normal eight-hour workday. Technicians travel to the customer site starting Monday morning.

Installation and commissioning are usually completed within three (3) working days. The customer is responsible for site floor preparations, electric and air utility supply, rigging and related labor. Please see Customer Responsibilities for a complete scope of preparations required.

Customer Responsibilities

This section provides an overview of the preparations required to install the machine. Detailed specifications are available in a separate "Pre-Installation Manual".

Unloading and Rigging:	The machine will arrive on a flatbed truck. It is the customer's responsibility to: • Uncrate the machine, if required • Rig it into final location on factory floor • Position all other system components within a few feet of their final integrated location • Dispose of all crating and packing materials
Utilities:	The system requires 480Volt, 60Hz, 3Phase electrical power, and compressed air dropped to the system connection points.
Tele-Diagnostics:	An internet connection is required to the machine in order to perform remote Tele-diagnostics troubleshooting.
Safety System:	Fencing and an operator present sensing device is required to be installed in accordance to the Pre-Installation Manual.
Support Personnel:	Assistance from the customer is required during the installation process. The purchaser shall provide a dedicated support person, typically someone from the maintenance department, to assist our field service engineer for the duration of the installation.

Commercial Terms

Shipment:	In stock (24.0214), subject to prior sale. Selected options may increase delivery times. A firm delivery schedule will be provided after acceptance or order.
Payment Terms:	30% deposit, 60% before shipping, 10% after delivery.
Payment Method:	Payment to be made via wire transfer or check. Credit cards are not accepted for machine purchase.
Warranty:	The machine described in this proposal is warranted against defects in material and workmanship for 1 year from the date of delivery at customer facility when operated in accordance with factory guidelines and operated by BLM GROUP trained operator. All replacement parts covered under warranty will ship F.O.B. Novi, MI provided the customer has notified us of the defect and established that machine is maintained and operated within its normal rated limits. The BLM GROUP USA is not responsible for any taxes or duties or regulatory fees. During the warranty period BLM GROUP service technicians will be made available, at no charge, to assist the customer in replacing complex assemblies that have failed. Customers are expected to perform simple repairs under the direction of BLM. When necessary the customer is to furnish, at no cost to BLM GROUP, the labor or necessary services to assist in repairs. Consumables are excluded from the warranty; these include for example: lens, tips, tube gripper jaws and rollers; capacitance sensors, mirrors and optical components, RF tubes, belts and all other consumable materials not specified here. Unauthorized modifications to the machine will void the warranty. If the purchaser requires warranty repairs to be performed outside of normal business hours; on weekends, and/or holidays, the purchaser will be responsible for paying overtime rates.
Transfer of Title:	Title transfers upon arrival to Canadian port of entry.
Shipping Terms:	Ex-Works port of entry. Freight charges are not included and will be prepaid and added to final invoice.
Validity:	March 8, 2025 (30 days)
Compliance:	The machine is designed to comply to CE standards. The customer is responsible for all fees and costs applicable to compliance with local, state or provincial codes or inspections such as, but not limited to; UL, CSA, Provincial Hydro, ESA or PSR inspections.
Taxes:	US Import Duty is included. All other Country, State, Provincial and local sales and use tax are not included in the price. If applicable, these taxes are to be applied to the Purchaser's account. Customer to provide State Tax Exempt Certificate at the time of order. Any purchase order based on this quotation is subject to the BLM GROUP USA Standard Terms and Conditions of Sale.

Terms and conditions pertaining to this order/proposal

The quotation and any resulting sale by BLM GROUP USA Corporation or its parent company BLM S.P.A. (hereinafter "Seller") to Purchaser is expressly conditional upon the terms and conditions set forth below. Any additional or different terms or conditions submitted by Purchaser shall be deemed objected to by Seller and shall be of no effect nor in any circumstance binding upon Seller unless specifically accepted by Seller in writing. Purchaser should advise Seller of anything herein, which Purchaser objects to as a term or condition governing the transaction covered herein. Said objection shall be deemed proposals for different terms and conditions and may be accepted only in writing by an authorized representative of Seller.

A. PRICES:

1. Prices quoted are for prompt acceptance and are subject to change without notice at any time prior to receipt by Seller of a formal purchase order from Purchaser unless otherwise stated.
2. Freight charges are to be prepaid by the Purchaser unless otherwise stated.
3. Purchaser is responsible for insuring the machine after title transfers pursuant to G.5 of these Terms and Conditions.

B. TERMS OF PAYMENT:

Unless otherwise stated, terms are 30% down with order, 60% prior to shipment, 10% net 30 days after shipment, parts are 100% net 30 days from shipment, subject to Seller's prior approval of credit. Interest will be charged beginning the 31st day at the applicable legal rate under local laws on all unpaid amounts.

C. GRANT OF SECURITY INTEREST:

Purchaser hereby grants to Seller a security interest in and to the products sold hereunder together with all proceeds thereof, to secure Purchaser's performances and payment of all amounts due on this sale. Purchaser appoints Seller as its attorney-in-fact with authority, at Seller's option, to take actions as Seller deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Purchaser shall pay all applicable filing fees. BLM GROUP USA Corporation will not be responsible for any import taxes or duties imposed by other governments or governmental agencies.

D. TAXES:

The prices provided for herein are exclusive of any Federal, State, or local sales, use, excise, transportation, occupational or similar taxes. Purchaser agrees to pay any such taxes applicable to the sale or use of the goods described herein. Purchaser will promptly reimburse Seller for any such tax advanced, imposed upon, or paid by Seller with respect to such products or this sale.

E. RETURNS:

No items to be returned without prior authorization. Please email or call factory for instructions. Unauthorized shipments will be returned to sender freight collect. A 15% restocking fee is applied to all returned parts.

CREDITS: PARTS

NO CREDIT ALLOWED ON ANY PARTS RETURNED AFTER THIRTY DAYS FROM DATE OF INVOICE WITHOUT FACTORY APPROVAL.

F. WARRANTY:

1. MACHINE

The machine described in this proposal/order is warranted by Seller against any defect in material and workmanship while owned by the Purchaser for the periods specified on the quotation from date of shipment when owned by Purchaser, provided it is installed and set up for operation in accordance with Seller's recommendations and operated under normal conditions. Whenever, under the warranty, it is necessary to replace parts, we will furnish such parts free of charge, F.O.B. Novi, MI using transportation of Seller's choice, provided Purchaser promptly sends Seller notice of the defect and establishes that the machine has been properly installed, maintained and operated within the limits rated in normal usage.

During the service warranty period, the BLM GROUP USA Service Representatives, with customer assistance, will replace complex assemblies, which have failed under warranty. Labor to assist and/or necessary services are expected to be furnished by the customer at no cost to BLM GROUP USA or its distributor. This warranty shall not be valid for equipment which has been abused, altered, changed, misused in application, improperly maintained or repaired, or operated in a manner that is not in accordance with Seller's operating instructions.

2. PARTS AND TOOLING

Unless otherwise stated herein all goods described in this proposal (or furnished under this contract in case of an order) are warranted by Seller against any defect in material and workmanship for a period of 30 days from date of shipment, when installed or used in accordance with Seller's recommendation, if any, and operated under normal conditions. All claims concerning defective parts must be presented to use no later than 15 days following expiration of the warranty period. We reserve the sole right to determine if returned goods are, in fact, defective and if so, to repair or replace them in accordance with the warranty.

3. THE ABOVE WARRANTIES IN RESPECT TO THE MACHINE AND THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND ANY SUCH ADDITIONAL WARRANTY OR REPRESENTATION EXPRESSLY MADE A PART HEREOF ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

If Purchaser is a distributor, financing company or similar entity acting for or on behalf of the initial user of the goods, the warranty is transferable to the initial user only. In all other cases the warranty is limited to Purchaser and is not transferable.

G. SHIPMENT:

1. ANY DELIVERY OR SHIPMENT DATES PROVIDED TO BUYER ARE ESTIMATED DATES ONLY, AND SUCH ESTIMATED DATES MAY BE MODIFIED FROM TIME TO TIME AT THE DISCRETION OF SELLER. The shipment promised is contingent on Seller's receipt at the time of order, of all information necessary to design, manufacture and ship the order.
2. We will use reasonable efforts to comply with Purchaser's shipping instructions. If we cannot comply with stated shipping instructions, we will advise Purchaser before shipment of goods. We will not be held liable for shipping performances, which fails to meet normal shipping instructions.
3. Seller's inability to ship any (of the goods) sold due to any factor beyond Seller's reasonable control, including but not limited to strike, labor difficulty, riot, fire, civil commotion, war, insurrection, shipwreck, governmental action, the elements, accident, delay by a carrier and the like shall relieve Seller, at Seller's option, from any performance agreed to, and in no event shall we be considered in breach by reason of such inability or relief.
4. FCA US Port of Entry or FCA BLM GROUP USA unless otherwise stated in writing.
5. Title and risk of loss or damage pass to Purchaser upon delivery of these goods by Seller to the carrier or delivery service unless otherwise stated in writing.

H. INSPECTION

All products or machines delivered by Seller shall be inspected upon tender to Purchaser. Purchaser's failure to make a written claim for shortages or defective products on or before the day that is ten (10) days from and including the day on which Seller tenders such products to Purchaser shall constitute a waiver of Purchaser's right to inspect such products and shall constitute Purchaser's acceptance of such products and agreement that such products constitute "conforming goods" (as such term is defined in the Uniform Commercial Code as enacted in the State of Michigan (the "Code")) and are otherwise in conformity with these Terms. In no event may any products be returned to Seller without Seller's prior written consent.

I. DAMAGE DISCLAIMER

Notwithstanding any other provision of the Terms and Conditions, in no event shall the Seller or its suppliers be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever even if the same were reasonably foreseeable. Further, in no event shall the Purchaser or any third party be entitled to damages, direct or consequential, for personal injury arising from the installation, or operation of the use of the goods furnished hereunder, and Purchaser agrees to assist Seller to hold Seller harmless in effectuation of this provision.

J. LIMITATION OF LIABILITY

The Seller's maximum liability arising from any cause whatsoever, including but not limited to breach of contract, tort (including negligence), strict liability, or otherwise shall not exceed the Contract Price. In applying this limitation, any damages paid or payable to the Purchaser by the Seller as well as any expense incurred by the Seller, under the Patent Indemnity or Warranty provisions shall be credited against the Seller's maximum liability.

K. CANCELLATION:

We shall have the absolute right to cancel and refuse to complete work hereunder if at any time Purchaser does not strictly comply with all terms and conditions hereunder (including any requirement of progress payments) or if at any time Purchaser becomes bankrupt or insolvent. In the event of Seller's cancellation as above set forth or of receipt by Seller of a request by Purchaser to stop work or to cancel the whole or any part thereof, Purchaser shall pay Seller an amount, determined by Seller, which shall be the same percentage of the total price hereunder as the percentage of the work completed.

L. CONFIDENTIALITY:

Drawings, machine specifications, software or production methods furnished herein or herewith constitute Seller's confidential information. Their receipt or possession does not convey any right to use, license, reproduce or disclose the information nor any part hereof without Seller's consent.

M. MACHINE SPECIFICATIONS:

All working drawings or other materials provided by Seller are for general information purposes only. Any specifications contained herein are not binding on Seller except as expressly so stated. We reserve the right to make, at any time, such changes in detailed design or construction as shall in Seller's sole judgment constitute an improvement over former practice. Production data, where given, is based on Seller's analysis and understanding of the production methods and facilities to be used, but is nonetheless an estimate only and is not guaranteed or warranted. In no event shall we be responsible for performance figures supplied by Seller's suppliers or other cooperating parties.

N. PATENT INDEMNITY:

Purchaser warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any intellectual property rights in the performance of Seller's obligations under the Contract and Purchaser shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty. Purchaser shall give Seller prompt written notice of receipt of a claim or institution of a suit or proceeding against Purchaser if such be based on the assertion that the goods furnished hereunder in themselves constitute an infringement of any presently existing patent. Purchaser shall grant and furnish Seller with all the necessary authority, information, and reasonable assistance in order to enable Seller to settle or defend, at Seller's option, such claim, suit or proceeding made without Seller's express written consent. Purchaser agrees to hold Seller harmless against any claims, costs, or damages under claims for infringement arising out of Purchaser's conversion of any of the goods in the operation of any process; or any infringement arising out of Seller's compliance with Purchaser's specification. If Purchaser is a distributor, financing company or similar entity acting for Seller or on behalf of the original user of the equipment, this patent indemnity shall inure to the benefit of such initial user.

O. GENERAL:

1. There are no understandings, agreements or representations expressed or implied, not specified herein, respecting this sale and this instrument constitutes the entire agreement between Seller. It may be modified or rescinded only by writing signed by Seller and Purchaser or Purchaser's duly authorized agents.
2. The transaction described herein shall be governed by the internal laws of the State of Michigan, and the Convention of International Sales of Goods (CISG) shall not apply. All actions and proceedings relating to this quotation shall be maintained in a court located in Oakland County, Michigan or the USDC Eastern District of Michigan, and the parties hereto consent to the jurisdiction and venue in said court and waive any objections to such venue.
3. No agent, salesman, or distributor has any authority to obligate Seller by any important terms, stipulations or conditions not herein expressed.
4. In the event Purchaser's Personnel or Representatives have the occasion to be present at a Seller's facility for training or otherwise, Purchaser agrees that:
 - a. Purchaser shall, at its sole expense, indemnify, defend and hold harmless Seller, its Affiliates and their respective employees, directors, officers, successors, and assigns (collectively, the "Seller Indemnitees") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), except for any claims caused by Seller's gross negligence.
 - b. Purchaser will have in effect at such time worker's compensation insurance at statutory limits as required by law in respect to such personnel, and general liability insurance with a minimum per occurrence limit of \$1,000,000.
5. Purchaser shall not assign or delegate any of Purchaser's duties or obligations hereunder without Seller's prior written consent.
6. Seller reserves the right to correct any stenographic or clerical errors or omissions, including errors in mathematical computation, that may exist in the Agreement.

P. FAIR LABOR STANDARDS:

The goods and/or services covered by this invoice were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938 as amended and all other applicable regulations and orders of the United States Department of Labor.