

leap

by *maxpack*

DREAM BIG. TAKE THE LEAP.

Prepared for:

Alex Rueda
Carlos Barrios
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Estimate: 2334

Prepared by:

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Director Engineering
Maxpack Machinery LLC



Maxpack Machinery LLC
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www.maxpackmachinery.com
www.leapbymaxpack.com

Estimate: 2334

09-12-2024

10-12-2024

Name	Price	QTY	Subtotal
MXZ 4 Automatic Horizontal Cartoning Machine (USA) <u>Includes:</u> Horizontal Cartoning Machine Box size: Length 150-300mm; Width 100-200mm; Height 25-70mm SIEMENS S7-1200 PLC and KTP700HMI Servo pusher motion for fast control and speed Nordson Hot Melt Glue System Automatic feeding conveyor with sensor Carton magazine unit with belts and sensor Carton erection with swing arm system Up to 65BPM	\$185,500.00	1	\$185,500.00

Subtotal	\$185,500.00
Discount	-\$18,550.00
Tax	\$0.00
Total	\$166,950.00

Estimated Delivery 4 Months.
 Be advised delivery time is estimated and may vary.
 See sales terms and terms and conditions for more details.
 Price does not include shipment of samples.
 Price does not include installation, commissioning, training and/or aftermarket services
 Price does not include shipping and customs costs
 Payments are net of banking costs, fees and taxes.



Sales Terms

Seller:

Maxpack Machinery LLC

EIN: 83-2443841

1101 Brickell Avenue South Tower 8th Floor Miami, FL 33131

Phone number: 305 424 1661

sales@maxpackmachinery.com

Terms of Payment

Leap Terms:

- _____% advance payment (\$) _____ plus (+) 1st month payment (\$) _____ ;
total payment due with PO: (\$) _____
- _____ monthly payments of (\$) _____ for a total of (\$) _____
- Total amount to be paid at end of term: (\$) _____
- 1st monthly payment date: _____, final payment date: _____

Standard Terms:

- 50 _____ (%), (\$) 83,475 _____ down payment
- 40 _____ (%), (\$) 66,780 _____ in 60 _____ days from purchase order
- 10 _____ (%), (\$) 16,695 _____ in 90 _____ days from purchase order
- _____ (%), (\$) _____ prior to delivery (FOB Sales Only)

Services:

- NOT included on this proposal
- Provided by UCM Service (UCM Holdings LLC)
- Full payment before installation

Delivery & Incoterms:

- US Delivery:
 - Prices DO NOT include international shipping, port and carries costas & local ground delivery costs from port of entry to Buyer facility. International shipping and local delivery will be invoiced prior to delivery.
 - Shipping and local delivery will be coordinated by UCM Service (UCM Holdings LLC).
- International Delivery:
 - FOB Shanghai, Incoterms® 2020
 - All expenses related to the standard Incoterms, including local transportation, warehousing and logistical services from Buyer consolidation facilities to the port of delivery in Shanghai, will be billed at cost, at delivery, by the Seller or by any of its affiliates. The Buyer understands all local expenses must be paid in order for the Seller to release the cargo.

Limited Warranty:

Limited Warranty starts from the date the equipment arrives to the Buyers facility, or 30 days from shipping date, whatever comes first, and is valid for a period of **18 months**. Extended Warranties are provided exclusively by UCM Service. Warranty does not cover costs related to technical services, shipping of replacement parts or wear and tears parts.

Estimated Delivery:

120 _____ days after clarification of all technical and commercial details, receipt of order confirmation, receipt of down payment as well as requested product and samples. Such product and samples are to be supplied and paid by the customer.

Sales Terms

Banking Information:

Bank: Chase Bank
Bank Address: 1450 Brickell Ave.
Suite 150 Miami, FL 33131
Company Name: Maxpack Machinery LLC
Acct #: 370002708
Swift: CHASUS33
Routing: 267084131 (For ACH and US Transfers ONLY)
ABA: 021000021 (For International Transfers ONLY)

Conditions of Sale:

- **Receipt of purchase order and signed Seller Sales Terms & Proforma**
- **Clarification of all technical and commercial details.**
- **Receipt of advance payment.**
- **Receipt of requested product and samples in time. This must be twenty (20) days after the downpayment to avoid delays in dispatch.**
- **If a balance of the total purchase price is to be paid at customer's facilities and/or after installation, the customer must purchase an insurance policy for the equipment.**
- **Commission, installation, training, technical services and spare parts are NOT included in this proposal.**

Machine Warranty and Other Conditions: Please See Attached Terms & Conditions.

By signing these sales terms, or with the receipt of the Purchase Order, the Buyer confirms that they have read, agree and fully understand all the sales Terms & Conditions of this proposal; including the conditions of sale and limited warranty.

For and On Behalf of Buyer

Company:

Buyer's Name:

Date:

Finance Contact Name:

Title:

Email:



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
(Hot Melt Glue System)



The Maxpack MXZ 4 is a fully automated cartoning machine designed for bag-in-carton application. This widely used application is common in ready to eat and frozen foods as well as bakery.

With a maximum mechanical speed of 65 boxes per minute and a capability of creating large labour cost efficiencies, the MXZ 4 is a must have for companies with bag-in-carton formats. .

The hot melt glue system is provided by market leading USA based Nordson Systems.



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready (Hot Melt Glue System)

The process is simple:

- 1) The machine brings the carton into the magazine, the vacuum head sucks the carton out of the magazine, and forms a square on a chained-guide while waiting for the product to be packaged into the carton.
- 2) The product is transported to another unit called Tray In Feed conveyor, which is parallel to the carton.
- 3) When it reaches this position (Products Loading Unit) the machine will push the product into the carton, and then move position for gluing and flap closing before being moved out of the machine by a discharge conveyor.

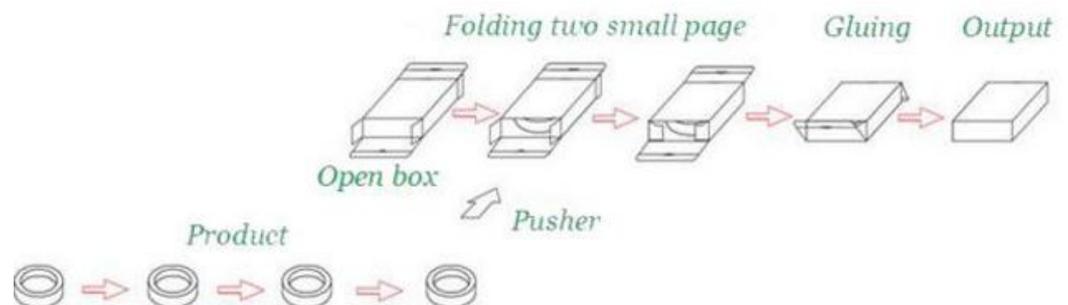
Performance:

The machine's whole encasement packing process is finished during the continuous moving process. It is applicable to various packing standard and can be adjusted in certain scope. The mainframe and elementary parts use high-quality steel and board. Small weight, smooth running, without impact, low noise, quick speed, convenient adjustment, simple operation, and fixed with fault announcer, it is ideal paper-box auto-packing equipment.

Standard features:

Siemens S7-1200 PLC and Siemens KTP700 Touch
Tray Infeed conveyor unit for manual bag load
Cartons magazine unit
Carton erection (swing arm system) Automatic products loading Adjustable sizes
Flaps closing with hot melt glue system and Products discharge with belt conveyor
Box control
Products counter and all parameters are control in HMI
Emergency stop and safety guards
Nordson Hot melt system unit.
Servo pusher motion for fast control and speed
Becker Vacuum pump

Working diagram:





Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
(Hot Melt Glue System)

CHARACTERISTICS:

- 1.PLC automatically controls frequency, speed, and touch screen exactly showing the operation and production. Operators can change parameters in time according the packing requirement for products.
- 2.It can set an automatic alarm if mistakes occur that will stop the machine from running. If the values exceed or are under the parameters,the machine will set-off an alarm automatic alarm. Besides, it can automatically display malfunction, cartoning speed and a count of finished products.
- 3.The machine automatically checks the neglected cartoning and waste picked out for products and leaflet.
- 4.It is easy to understand and operate, and it is very stable.
- 5.It doesn't inhale leaflet without products and doesn't inhale box without leaflet.
- 6.It idles and doesn't push products if there is no products or products supply does not reach the designated position. Machine will work automatically with reinstatement of products supply.
- 7.It stops automatically if there is no box or continuous no leaflet.
- 8.It is easy to replace different products.
- 9.There is overload protection device for main drive.
- 10.The machine can be used alone and it can be linked to work with other packing machines as it will have an auto feed optional and hot glue machine option.

Technical parameter:

Model	MXZ 4
Voltage	220V /60HZ / 3PH
Power	2 KW
Packing speed	30-65 boxes/min
Air consume	20m3/h (pressure 0.5-0.7mpa)
Box quality	250-450g/m2 (according to box size)
Box Size	<ul style="list-style-type: none"> • Length 150 - 300mm • Width 100 - 200mm • Height 25 - 70mm
Conveyor	PP Chain plate conveyor
Machine dimension	4500x1400x1900mm
Machine weight	1500kg



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
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Components Configuration:

No.	Item	BRAND
1	Touch screen	Siemens KTP700
2	PLC	Siemens S7-1200
3	Frequency converter	Siemens
4	Servo for pusher	Delta E cam
5	Main motor	MCN / ABB / SEW
6	Encoder	Omron
7	Photoelectric switch	Omron
8	Sensors	Sick
9	Pneumatic component	SMC
10	Electrical relay	Schneider / OMRON
11	Vacuum pump	Becker

NOTE: Please specify if you require specific electrical and pneumatic components. If not, we will use our default suppliers.

Please note that cost may change if specific suppliers are selected.

**We reserve the right to make any changes in the design of the equipment, or internal components, without notice to the purchaser in order to guarantee industry standards.*



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
(Hot Melt Glue System)

Hot Melt Glue system Nordson USA:

Mesa™ Adhesive Melters 4, 6, 9 and 14-liter melters



Mesa melters:

- Feature easy-to-use controls
- Are compatible with Nordson hoses and guns
- Simplify setup and daily operation

Teflon® lined tank
for easy clean-up



Controls feature:

- Individual zone temperature control
- 7-day clock
- Temperature standby
- Programmable over temperature
- Operator lockout
- Fault diagnostics
- Three standard outputs



Large standard filter



SP pump
(4, 6, 9, 14)



Single-acting
pump (14 only)



High-output
pump (14 only)

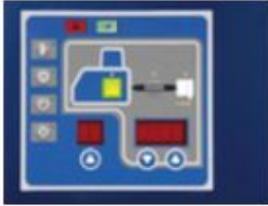


Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready (Hot Melt Glue System)

Hot Melt Glue system Nordson USA:

Mesa™ Adhesive Melters



Easy-to-use controls eliminate complicated programming.

Lay-open control panel and circuit boards allow easy service access.



Specifications

Mesa melters	4 liter	6 liter	9 liter	14 liter
Melt Rate ¹	3.6 kg/hr (8 lb/hr)	6.8 kg/hr (15 lb/hr)	8.6 kg/hr (19 lb/hr)	13.6 kg/hr (30 lb/hr)
Holding Capacity	3.6 kg (8 lb)	5.4 kg (12 lb)	8.6 kg (19 lb)	13.6 kg (30 lb)
Temperature Range	38 to 232° C (100 to 450°F)			
Maximum Pump Rate ²				
Standard (SP)	32.7 kg/hr (72 lb/hr)	32.7 kg/hr (72 lb/hr)	32.7 kg/hr (72 lb/hr)	32.7 kg/hr (72 lb/hr)
High Output	N/A	N/A	N/A	54.4 kg/hr (120 lb/hr)
Single Acting	N/A	N/A	N/A	40.8 kg/hr (90 lb/hr)
Maximum Working Hydraulic Pressure				
Standard (SP)	8.7 MPa (1260 psi)	8.7 MPa (1260 psi)	8.7 MPa (1260 psi)	8.7 MPa (1260 psi)
High Output	N/A	N/A	N/A	10.4 MPa (1500 psi)
Single Acting	N/A	N/A	N/A	6.2 MPa (900 psi)
Maximum System Power Capacity ³				
2 hoses/guns	3723 watts	4023 watts	N/A	N/A
4 hoses/guns	5723 watts	6023 watts	6823 watts	7823 watts
6 hoses/guns	7723 watts	N/A	N/A	9823 watts
Electrical Service Standard	200 to 240 VAC 1 or 3 phase 50/60 Hz 230 VAC 1 phase N/PE 50/60 Hz 400/230 VAC 3 phase N/PE 50/60 Hz			
Weight, empty	41.1 kg (90.5 lb)	43.8 kg (96.5 lb)	45.4 kg (100 lb)	60 kg (132 lb)
Dimensions				
Width	574 mm (22.6 in)	625 mm (24.6 in)	690 mm (27.2 in)	835 mm (32.9 in)
Height	570 mm (22.4 in)	570 mm (22.4 in)	570 mm (22.4 in)	570 mm (22.4 in)
Depth	344 mm (13.5 in)	344 mm (13.5 in)	344 mm (13.5 in)	344 mm (13.5 in)

Notes:

¹ Measured using hoses and guns with typical EVA-based adhesive. Rates will vary significantly depending on adhesive type and application parameters.

² Actual rate is dependent on type of pump selected; rates shown are based on the use of an adhesive with a viscosity of 30,000 centipoise.

³ Power ratings based on 240 VAC 1-phase (with neutral) or 400/230 VAC 3-phase (with neutral).

Teflon is a registered trademark of DuPont Corporation.



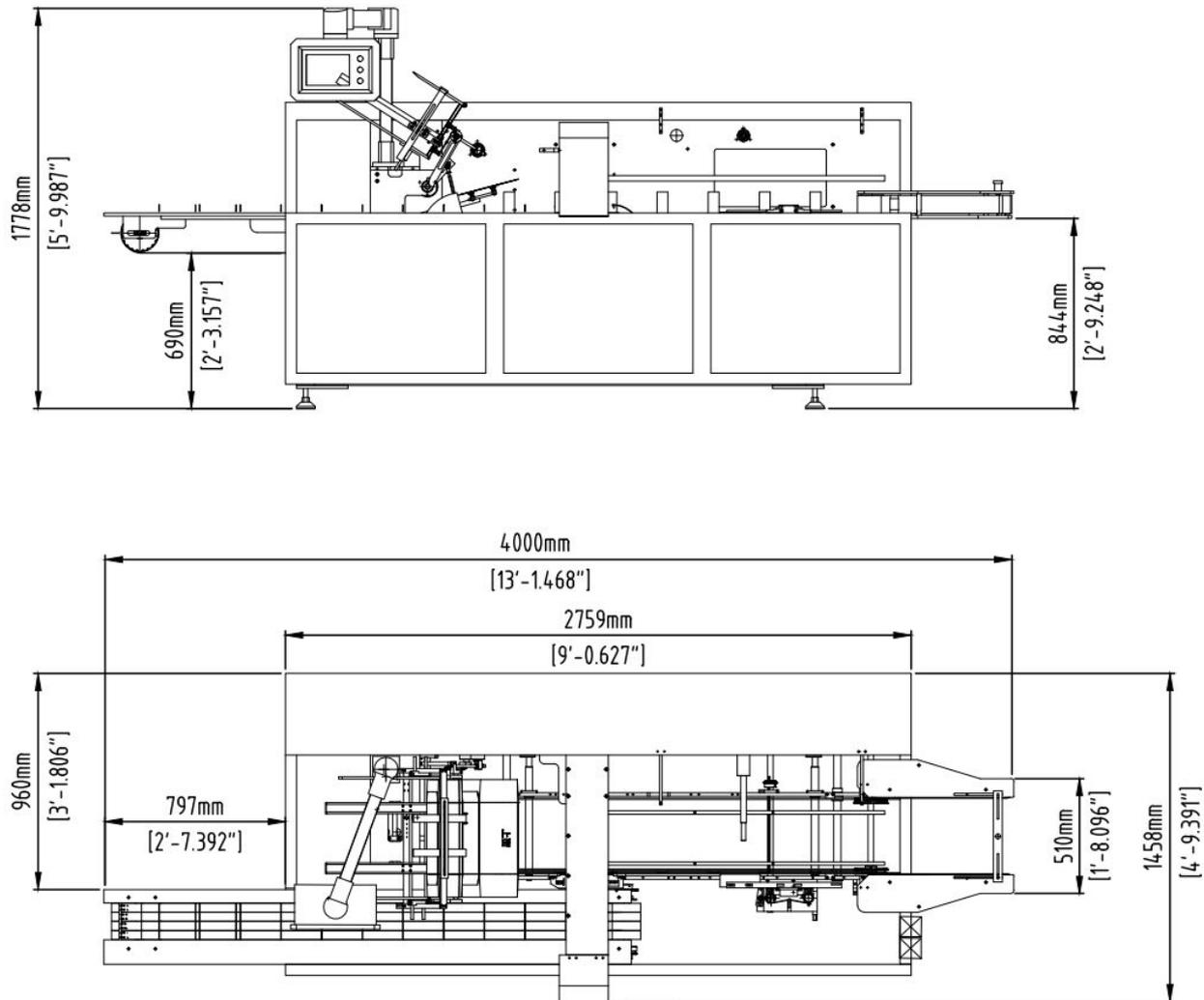
Mesa 4 liter (2 and 4 hose/gun), 6 liter and 9 liter melters are UL and CUL certified.



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
(Hot Melt Glue System)

Reference Layout:



*Measurements may change according to configurations and accessories.

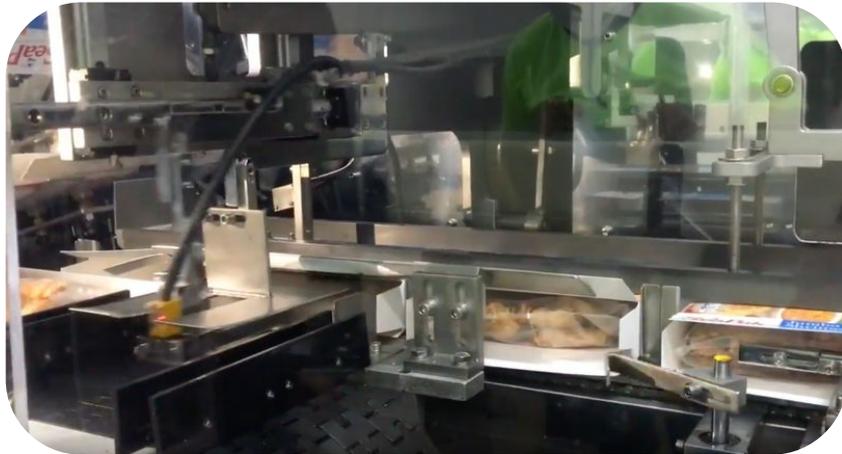
**We reserve the right to make any changes in the design of the equipment, or internal components, without notice to the purchaser in order to guarantee industry standards.*



Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready
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Pictures:





Equipment Description

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Pictures:





Equipment Description

Maxpack Automatic Horizontal Cartoning Machine MXZ 4 Frozen&Ready (Hot Melt Glue System)

Pictures:



Seller

The Seller is Maxpack Machinery LLC

1.Cancellations. This contract is binding upon the Buyer and Seller and cannot be cancelled or modified at any time by the Buyer. The Seller may, at its option, cancel the contract if Buyer shall fail to make payment in accordance with the terms and provisions of this contract. It is understood that any cancellation by the Buyer will result in a forfeit of all payments made to the Seller. The Buyer hereby waives any cause of action and the right to any offset or counterclaim against Seller by of such cancellation and forfeit of payments.

2.No Return / Refund Policy. The Buyer understands all sales are final. The Buyer accepts and agrees that products manufactured by the Seller for the Buyer are personalized, that the performance of the these products are dependent on variables outside of the control of the Seller, and that there are no returns or refunds.

3.Prices. The prices quoted become void unless accepted within thirty (30) days from the date of the offer.

4.Leap. Products branded as Leap, Leap ONE or Leap by Maxpack are sold ONLY as a rent-to-own service. Leap is a brand property of Maxpack equipment LLC.

5.Buy Now, Pay Later. Buy Now, Pay Later (BNPL) is a marketing term for one of many pay over time products sold ONLY as rent-to-own services. Terms may differ from one to another BNPL product. The BNPL product can include advanced payments, deposits or any other upfront payment. BNPL is not a loan, credit or financing.

6.Rent-to-Own. Rent-to-own is rental program which gives the Buyer an irrevocable option to purchase the equipment once the total amount to be paid at end of term has been fulfilled to its entirety according to Sales Terms & Conditions. While no credit history is required, the Seller obtains information from consumer reporting agencies in connection with a rental application. Rent-to-own prices may be higher than standard purchase payment terms. It is understood as standard payment terms, purchases that are fully paid prior to shipping and delivery. The Buyer is fully responsible for maintenance of the equipment, regardless of sale format and payment terms, as stated on the maintenance clause below. The Buyer has the obligation to purchase and hold an insurance policy for the equipment that covers the total amount to be paid at end of term during the rent-to-own period.

- a) **Buyer's Covenants.** The Buyer covenants that it shall:
- from time to time and at all reasonable times allow the Seller, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the equipment, and obtain valuations and audits of the equipment, at the Buyer's expense, wherever located. The Buyer shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Seller may require to vest in and assure to the Seller its rights hereunder and in or to the equipment, and the proceeds thereof, including waivers from landlords, warehousemen and mortgagees;
 - keep the equipment in good order and repair at all times and immediately notify the Seller of any event causing a material loss or decline in value of the equipment, whether or not covered by insurance, and the amount of such loss or depreciation;
 - have and maintain insurance at all times with respect to all equipment against risks of fire (including socalled extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any equipment is maintained at a location in a flood hazard zone) as the Seller may reasonably require, in such form, in the minimum amount of the total amount to be paid written by such companies as may be reasonably satisfactory to the Seller. Each such casualty insurance policy shall contain a standard Loss Payable Clause issued in favor of the Seller under which all losses thereunder shall be paid to the Seller as the Seller's interest may appear. Such policies must hold the Seller harmless all liability while the equipment is in possession of the Buyer and shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days prior written notice to the Seller and shall insure the Seller notwithstanding the act or neglect of the Buyer. Upon the Seller's demand, the Buyer shall furnish the Seller with evidence of insurance as the Seller may require. In the event of failure to provide insurance as herein provided, the Seller may, at its option, obtain such insurance and the Buyer shall pay to the Seller, on demand, the cost thereof. Proceeds of insurance may be applied by the Seller to reduce the obligations or to repair or replace equipment, all in the Seller's sole discretion.
 - If any of the equipment is, at any time, in the possession of a bailee, Buyer shall promptly notify Seller thereof and, if requested by Seller, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to Seller, that the bailee holds such equipment for the benefit of Seller and shall act upon the instructions of Seller, without the further consent of Buyer.
- b) **Negative Pledge; No Transfer.** The Buyer will not sell or offer to sell or otherwise transfer or grant security interest upon the equipment or use any portion thereof in any manner inconsistent with this terms and conditions or with the terms and conditions of any policy of insurance thereon.
- c) **Further Assurances.** Buyer hereby irrevocably authorizes Seller at any time and from time to time to file in any Uniform Commercial Code.
- d) **Payment of Expenses.** At its option, the Seller may, but is not required to: discharge taxes, liens, security interests or such other encumbrances as may attach to the equipment; pay for required insurance on the equipment; and pay for the maintenance, appraisal or reappraisal, and preservation of the equipment, as determined by the Seller to be necessary. The Buyer will reimburse the Seller on demand for any payment so made or any expense incurred by the Seller pursuant to the foregoing authorization, and the equipment also will secure any advances or payments so made or expenses so incurred by the Seller.
All sums so paid or incurred by the Seller for any of the foregoing and any and all other sums for which the Buyer may become liable hereunder and all costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by the Seller in enforcing or protecting the security interests or any of their rights or remedies thereon shall be payable by the Buyer on demand.
- e) **Anniversary Return Policy.** Anniversary return policy applies ONLY to BNPL purchases and guarantees a return on the first year anniversary (12 months) from advance payment. Returns must be requested in writing through a "return request form" no less than 30 days prior to the 1 year anniversary. Buyer must be in good standing to request a return. Buyer must pay for all return services that include disassembly, crating and shipping to the Sellers facilities in Miami, FL USA. These return services will be provided exclusively by UCM Service unless a written 3rd party consent form is provided by UCM Service. All returns must be approved by the Seller. All payment made until date of return, including advance payment, monthly payments and aftermarket services are final and will not be refunded. Returns are not buybacks. Returns cannot be canceled.

7.Notices. All notices, demands, requests, consents, approvals and other communications required or permitted to be given under this Agreement, or which are to be given with respect to this Agreement, shall be in writing and personally delivered, or sent by facsimile, electronic mail, or by a recognized overnight courier service, or by registered mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

Managers Office
 Maxpack Machinery LLC
 1101 Brickell Avenue South Tower 8th Floor Miami, FL 33131
 sales@maxpackmachinery.com

Terms & Conditions of Sale

8.Change in Name or Locations. The Buyer hereby agrees that if the location of the equipment, purchased under rent-to-own terms, changes from the location listed on this proposal as the "place of business" hereto and made part hereof, or if the Buyer changes its name or form or jurisdiction of organization, or establishes a name in which it may do business, the Buyer will immediately notify the Seller in writing of the additions or changes.

9.Terms of Payment. The Buyer accepts the Terms of Payment set forth in the proposal and in the Sales Terms. The Buyer shall pay all amounts owing under this agreement in full when due without set-off, counterclaim, recoupment, deduction or withholding for any reason whatsoever. The Terms of Payment may not be changed unless the Seller agrees otherwise, in writing and signed by its manager. The Buyer accepts it is its sole responsibility to make the payments according to the Terms of Payment and that payments made by another party in its behalf, related or unrelated, not mentioned in the proposal and sales terms, do not waive the obligation of the Buyer to make payment, unless the Seller agrees otherwise, in writing and signed by its manager. Upon the failure of the Buyer to pay in full any installment due hereunder within three days of the date for such installment, there shall be a late payment penalty due in an amount equal to two percent (2%) of the payment due for each week after the date due through and including the date paid. If any payment by the Buyer remains unpaid for a period of thirty (30) days following the due date, Seller may declare all remaining unpaid sums, including penalties, due. The imposition of penalties shall be in addition to any other rights and remedies of the Seller under this Terms & Conditions of Sale upon the occurrence of any other event of default as described herein.

10.Delivery of Samples. The Buyer understands and accepts the delivery of samples must adhere to the sales terms and should not exceed thirty (30) days. Any delay in the delivery of samples will result in a delay in production, delivery and shipping. Delays in production caused by delays in samples may not be the same. In case of sample delays, the Buyer accepts the Seller cannot proceed with production and that does not waive the obligation of payment which should not exceed, at any point, 120 days from advance payment, independent of sample delay or production status of the equipment and equipment. If the Buyer decides to not send samples it must communicate in writing to the Seller within the thirty (30) days after the advance payment. The Buyer understands that by sending samples the equipment may not have adequate performance, loses limited warranty, and waives any right against the Seller. The Buyer understands that any change, variation and/or difference in the material and design of the packaging (bags/bottles) being used in production from the samples sent for FAT may cause problems, and that these problems are sole responsibility of the Buyer to correct in order to assure an optimum performance of the equipment. .

11.Shipment Incoterms. Incoterms® 2020. Standard Incoterms® are FOB Shanghai, unless specifically stated otherwise in the proforma invoice. All expenses related to the standard Incoterms®, including local transportation and logistical services from Buyer consolidation facilities to the port of delivery in Shanghai, will be billed at cost, at delivery, by the Seller or by any of its affiliates. The Buyer understands all local expenses must be paid in order for the Seller to release the cargo.

12.Shipment/Delivery Date. It is understood by the Buyer that estimated time considers working days and the proposal includes an engineering, manufacturing and quality control process that may, at any time, require additional time to complete. The Buyer understands that the FAT is a process that involves engineering tests and is conducted to ensure the correct operation and performance of equipment and, if it is of the Seller opinion, and at its sole discretion, may decide to remanufacture specific parts of the machines, which may result in updated delivery dates for the Buyer. The shipment/delivery dates are estimated and may vary at any time. The Seller does not guarantee any shipment/delivery date. Seller shall not be liable for delay or default shipment or delivery due to obligatory holidays, labor disputes, transportation shortage, acts of government authorities, pandemics or other causes beyond the control of Seller.

13.Packaging Description: Plywood transport boxes suitable for air and sea transport; cover and protect equipment from shocks and humidity during transportation. The boxes are not designed to protect the machine from inclement weather during a long period of storage. In case of storing the boxes in a high humidity / salt environment, the box will not protect the machine from rust. Upon arrival, it is highly recommended for the Buyer to remove equipment from boxes, take photos following delivery and warranty protocol, and place in an area protected against humidity, salt and corrosive environment and inclement weather. Any damage or rust present as a result of storage is of sole responsibility of the Buyer.

14.Buyer's Shipping Delay. Buyer understands that any delay in payments, according to the Sales Terms, may result in a shipping delay which may, or may not, be limited to the amount of time the payment was delayed. Once a payment is delayed, the Seller has the right to prioritize other projects in front of the Buyers at the Seller's sole discretion. If equipment which is ready for shipment on or after the scheduled shipping date cannot be shipped because of Buyer's request or lack of payment, the term of payment shall begin as of the date Seller notifies Buyer that the equipment is ready for shipment. Buyer will be liable for warehousing, insurance and premium shipping charge. Average penalty is 2% per week for a maximum of 10% (5 weeks). For orders with special delivery arrangements, these penalties will double to 4% per week for a maximum of 20% (5 weeks). At this time (5 weeks from original advise), the Buyer risks to forfeit the shipment as the machines, and any product described in the proposal, may be sold, totally or partially, and new machines may be manufactured for a delivery in accordance to the original order. This decision is at the sole discretion of the Seller. The Seller may request a second deposit to remanufacture the original machine order.

15.Machine Performance. The Buyer understands all equipment models include a range of mechanical speed, and the proposal an estimated range of speed, that should serve as a guide but at no point can it be considered the final output speed. The estimated range of speed is based on the film, bottles, material, samples and product specifications (product characteristics) provided in the written proposal and discussed prior to PO. If these differ in any way, the Buyer understands the estimated range of speed may vary and performance of the machine may be affected. The advertised top-speed (or mechanical speed), is not, in any form, an indication or assurance of the true overall performance of the machine(s) (or nominal speed). Due to that performance measures differ widely per Buyer, and they include external variables outside of the control of the Seller including, but not limited to, packaging material, product, operator capability, quality standards, processes, maintenance, facility infrastructure, temperature, environment, among others, the Seller does not guarantee nominal speed, and it cannot be held responsible for final output and production inefficiencies. The Buyer understands and accepts that it is the sole responsibility of the Buyer to contemplate, in the design of its packaging, the area (space) necessary for the product(s) to fit inside the package (bags/bottles), as well as the possibility that changes may be required in its product processing when being filled automatically. It is the responsibility of the Buyer to increase the performance of the machine, and not that of the Seller, but it may hire the Seller, or any third party designated by the Seller, to advise or make upgrades in the machines(s) at the Buyer's expense. The Buyer understands that an automatic operation is not equal, and cannot be compared, to a manual operation, and the Seller is not responsible for the difference in performance between both operations.

Terms & Conditions of Sale

16. Maintenance. The Buyer is fully responsible for maintenance of the equipment, regardless of sale format and payment terms. In other words, the Seller is not responsible for the maintenance of the equipment, this includes the rent-to-own period. During the rent-to-own period the Buyer must use the authorized service and spare parts provider of the Seller. At no time, during the rent-to-own period, can the Seller use another service and spare parts provider. In the case that this is not followed, the Buyer forfeits all warranty claims on the equipment. The buyer is expected to follow machine maintenance, cleaning and care according to industry best practices. This includes maintaining a facility environment suitable for the correct care of high-tech equipment, components and materials. The Buyer understands the lack of minimum recommended maintenance, the use of non trained technicians and operators to operate equipment, and/or the application of highly corrosive products (such as chlorine or derivatives) for facility cleaning can cause irreparable damage to the equipment negatively affecting its performance and technical lifetime.

17. Limited Warranty. The Buyer understands that this proposal, and its products and services, are covered by a Limited Warranty. The complete terms of this Limited Warranty are explained in the Limited Warranty page in the Terms & Conditions of Sale section of this proposal. If, for any reason, the Buyer fails to fulfill the Terms & Conditions of Sale of the Limited Warranty that will constitute a breach of this Terms & Conditions of Sale and a loss of the Limited Warranty. Limited Warranty starts from the date the equipment arrives to the Buyers facility, or 30 days from delivery date, whatever comes first, and is valid for a period of **18 months**. Wearing parts are not included.

18. Extended Warranty. Maxpack Machinery LLC does not provide extended warranty. The extended warranty is exclusively provided by UCM Service / UCM Holdings LLC. Buyers must adhere to the extended warranty terms and conditions of UCM Service / UCM Holdings LLC. The Buyer waives Maxpack equipment LLC from any responsibility and liability in regards to extended warranty sold by any third party including, but not limited to, UCM Service / UCM Holdings LLC.

19. Liability. The parties agree that the Buyer's sole and exclusive remedy against the Seller shall be for the correction of the defects as defined in the Limited Warranty clause above. Buyer expressly agrees that no other remedy shall be available and that the Seller shall not be liable for delays, deprivation of use, or any other damage, direct, indirect, incidental or consequential, which may result to the Buyer because the equipment does not operate to Buyer's satisfaction. Seller will not be liable for any loss of time, loss of income or profits, loss of product or material, goodwill, personal and bodily injury, or any other consequential damages that may be caused by the use of the equipment.

20. Risk of Loss. Risk of loss shall pass to the Buyer as soon as the Buyer accepts delivery and/or gains control of the equipment for shipment and/or drayage. The Buyer shall pay all costs of insurance from the time that risk of loss passes to the Buyer.

21. Permit Fees. Buyer assumes responsibility for providing any required permits or fees and for operational compliance with local, state, and federal laws and regulations.

22. Payment of Taxes, Fees and Duties. Prices quoted herein are net as quoted and do not include sales, use, excise, or similar taxes or custom duties unless such are noted in the proposal. All such taxes or duties applicable to the sale, transport, or use of equipment noted herein shall be paid by Buyer.

23. Direct Financing. If a proposal includes direct financing to the Buyer, the Buyer accepts a lien on the property and products included in this proposal until it is paid in full. The Seller may request the Buyer for a promissory note or document of equal rights in order to ensure full payment.

24. Default by Buyer. Time is of the essence under this Terms & Conditions of Sale and any of the following events shall constitute defaults on the part of Purchaser hereunder:

- A. failure of Buyer to pay any payments according to the terms of payment in which payments becomes due;
- B. any breach or failure of Buyer to perform any of its obligations under this Terms & Conditions of Sale;;
- C. insolvency of bankruptcy of Buyer or assignment for the benefit of creditors.

Until the Purchase Price is paid in full, upon the occurrence of any default, Seller may exercise this option without notice to or demand on the Buyer and thereupon all equipment and rights of Buyer therein shall be surrendered unto Seller; upon default, Seller may take possession of the equipment were found with or without process of law in court, may enter upon the agreed premises without liability for suit, action, or other proceedings by Buyer and remove same; hold, sell, agreement or otherwise dispose of the equipment or keeping of any of them as Seller so chooses without affecting the obligation of Buyer as provided by this Terms & Conditions of Sale; collect all unpaid payments due without prejudice to Seller's right to regain possession of the equipment.

25. Sellers Right to Sell, Assign, Factor and/or Transfer. Buyer agrees and accepts the right of the Seller to sell, assign, factor and/or transfer the Seller's rights to receive payments under the Terms of Payment of this proposal. The Seller may, at any point, request the Buyer to change payment instructions and make payments to other bank accounts and/or partes. This request has to be sent in writing to the Buyer and signed by the Seller's manager. The Seller agrees to comply with the delivery of the products set forth in this proposal, independent of any change in the payment instructions.

26. Marketing. The Buyer understands, and agree to, that photos and videos (hereinafter Marketing Material) may be taken of the purchased equipment for marketing purposes. The Buyer agrees, and approves, for the Seller to use this Marketing Material on all its marketing efforts including, but limited to, website, newsletters, corporate presentations, social media, flyers, reports and any other marketing channel.

27. Indemnification. Buyer hereby agrees to indemnify, defend and hold the Seller harmless from and against any and all liabilities, losses, damages and/or expenses, including, without limitation reasonable attorneys' fees and costs, which the Seller shall or may at any time sustain or incur as a result of a breach of the provisions of this Agreement by Buyer.

28. Public Comments. Buyer will not make, and will not assist anyone else in making, directly or indirectly, any public comments, positive, negative, or otherwise, in any medium, about the Seller without the prior authorization of the Seller.

29. Illegal Activity. The Buyer certifies that it does not perform any business that is, or can be considered, as an illegal activity, and that the funds of payment are not a result of any illegal activity, including, but not limited to, drugs, money laundering or corruption practices.

30. Anti-Corruption Policy. In view of the fact that the Seller is governed by the laws of the United States, the corporate and commercial practices of the Seller must be in accordance with the anti-corruption laws in force in that nation: the Law to Prevent Foreign Corruption Practices (FCPA for its acronym in English). The Buyer certifies that all business decisions related to this agreement, and its resulting purchase of equipment, are based solely on merit. The Buyer also certifies that it does not intake in any corruption practices, and that any, and all, funds are a result of the normal legal business operations.

31. Headings. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

32. Binding. These Terms & Conditions of Sale shall be binding to the Buyer hereto. Buyer shall not assign its rights under this Terms & Conditions of Sale.

33. Entire Terms & Conditions of Sale. These Terms & Conditions of Sale of sale constitute the final, complete, and entire agreement between Seller and Buyer and supersede all prior written or oral representations or agreement. Any offer by Seller to sell or any acceptance by Seller of Buyer's purchase order or other form is expressly conditioned on Buyer's acceptance of these Terms & Conditions of Sale. If Buyer's Terms & Conditions of Sale differ in any way from these Terms & Conditions of Sale, this statement will be effective as notice of objection and rejection thereof. No modification or waiver of any of these terms or conditions, in whole or in part, will be binding except in writing signed by Seller.

34. Governing Law. This Terms & Conditions of Sale shall be governed by and interpreted in accordance with the laws of the State of Florida, U.S.A.

35. Attorneys' Fees. In the event of a dispute between the Parties arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, including appellate fees.

WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

Limited Warranty

The **Limited Warranty** period is **EIGHTEEN (18) months** on all Seller manufacturer parts from the date the equipment arrives to the Buyers facility, or 30 days from delivery date, whatever comes first.

Components are covered by original manufacturer warranty for 18 months. Any equipment defect must be reported to Seller within the stated warranty period. Seller is not responsible for shipping expenses such as crating, rigging, transportation charges, insurance, taxes, and custom duties, of replacement parts. These expenses will be Purchaser's responsibility.

The warranty does not extend to equipment from third parties or any equipment not included in the proposal. This warranty also excludes all faults, damage or problems due to misuse, normal wear and tear, negligence, altering, removing or bypassing any guards or safety devices, and failure to follow proper installation, startup, operating, and repair or maintenance procedures.

Labor incurred in removing defective parts and/or installing replacement parts is not covered under this warranty. The limited warranty of the equipment is voided by, but not limited to, conditions such as improper set-up, product temperature, wet containers, out of specification (or incompatible) components and neglect.

Maintenance of this equipment after its installation will be done by qualified persons selected by Seller according to the maintenance guidelines of the equipment given to Buyer and in agreement with the maintenance fees of Seller. In the event that the equipment is defective when used during the limited warranty period, it will be submitted to inspection by qualified technicians provided by Seller. Once verified that the damage was not because of negligence or misuse, all the defective parts will be replaced by Seller. All costs of shipping the parts are not included in the warranty, and shall be the responsibility of and will be charged separately to Buyer. Traveling expenses incurred by Seller or any authorized agent of Seller shall be charged to Buyer. The transport and shipping costs must be paid prior to order and service payments must be paid in a maximum of 10 days from service.

Any damage caused by negligence by the Buyer, including but limited to, shipment, warehousing, transportation, water and fire damage, directly or indirectly, including negligence from third parties hired by the Buyer, electrical failure related to voltage within the Buyers premises, the Buyer's disregard for a written recommendation from the Seller or any Seller Authorized Distributor or ReSeller, before or after installation and commissioning, regarding machine security and safe keeping, or the use of unqualified personas for the installation and maintenance of the machines and equipment, constitute a breach of these Limited Warranty. An unqualified person is someone that does not have any reasonable mechanical, electrical knowledge, and experience with packaging equipment.

In terms of equipment manufactured by others, the Seller will pass on the warranty (if any) to the Buyer.

The limited warranty shall not apply if:

1. The equipment has not been used or maintained properly according to the operations manual and schedule or Seller or Manufacturer specifications.
2. The equipment has been installed, repaired, manipulated, altered, modified or maintained by any party who is not the Seller or authorized representative of Seller.
3. There is damage due to different voltage and electrical problems.
4. There is damage due to negligent use of the equipment.
5. There is damage due to water
6. The equipment was NOT unpacked according to *Maxpack Receiving and Unpacking Guidelines*

The warranty does not include wear and tear of parts, whether electrical, mechanical or pneumatic. Products, parts or components not made or sold by Seller are not covered under the warranty.

Buyer expressly agrees that no other remedy shall be available and that the Seller shall not be liable for delays, deprivation of use, or any other damage, direct, indirect, incidental or consequential, which may result to the Buyer because the equipment does not operate to Buyer's satisfaction. Seller will not be liable for any loss of time, loss of income or profits, loss of product or material, good will or any other consequential damages that may be caused by the malfunction of this equipment. The Buyer understands that the final performance of the equipment can vary according to the characteristics of the products, environment, and types of materials used for production.