

Messrs.
SCM GROUP NORTH AMERICA INC.
2475 SATELLITE BLVD
30096 DULUTH ()
United States

Offer: 502594/1

01/03/2017

With reference to your kind request please find here attached our best offer for the machines of your interest.

We remain at your disposal for any information you may need. Looking forward to hearing from you, we remain, Yours faithfully.

ANTONIO RODIGHIERO
Area Manager
SCM GROUP S.p.A.

Heavy-duty automatic edge bander **SOLUTION HD**



MAIN FEATURES



**"E TOUCH" CONTROL WITH AUTOMATIC PROGRAMMING:
JUST A "TOUCH" FOR USING THE MACHINE**



**PRESSURE BEAM WITH BELT AVAILABLE AS STANDARD
FOR THE BEST PANEL HOLDING**



GLUING FOR APPLICATION OF EDGE IN COILS, STRIPS AND SOLID WOOD

GENERAL FEATURES

Automatic single-sided edge bander for the edge gluing with hot melt glue, equipped for panel edge banding with material in coil or strips. Fixed working side on the left.

The **machine base** is made of a high rigidity single steel block giving optimum support for the working units.

The **top pressure beam** is made of thick steel with a **twin-profile V-belt** and **automatic positioning** according to the panel thickness by NC.

Height adjustment visualised by means of mechanical indicator and on the operator console.



Manual **infeed panel system** with widely dimensioned guide and enlarged support surface to make the feeding operations of even large panels easy.

Adjustable infeed guide on two positions



for **automatic selection** of the working process with or without the pre-milling unit.

Top **operating groups** fixed to the pressure beam or mechanically connected on to it to allow automatic positioning according to the panel thickness. Lower groups fixed to the base or the horizontal beam for a precise reference with respect to the panel.

All high frequency motors are equipped with static **inverter**.

Inverter for each operating unit equipped with motor, in order to optimise the flexibility and the production times of the machine

Safety enclosure on all units installed after the gluing unit.

The enclosure doors have wide poly-carbonate windows for the groups visualisation

during machining.

Safety enclosure lined with **soundproofing material**, **complete with lamps for internal lighting** of the gluing and machining zone.



Panel spacer,

positioned on machine infeed to allow the panels loading into machine with the right space between them. Automatic change of the loading distance according to the selected working speed.

Exhaust outlets for the operating groups positioned on the top side of the safety enclosure.

Mobile control panel at machine infeed for an easy use from the operator's working position.

Electrical cabinet in conformity with the current safety regulations.

Electrical components positioned inside the metal case, fixed to the machine base with door that allow an easy access in case of any maintenance operations.

400 V EU 50 Hz standard power supply (with neutral).

Feed track made of 80 mm wide nylon pads, coated with wear proof vulcanised rubber with a high coefficient of friction to grant an optimal panel holding and a high machining precision

Sliding of pads on two guideways (in hardened and ground steel), one round and one flat, to ensure straightness of movement and resistance to side loads.

Automatic pads lubrication.

The oil quantity is optimised by the machine control according to the machined panels.

Panel support rollers positioned parallel to the track. It can be extended on the entire length of the machine. It is made of telescopic opening system with 650 mm extension (for panel with 1200 mm maximum width).

E-TOUCH

PC control system for fast and easy handling of the main machine functions.

It foresees:

- Creation of “**Just in Time**” programs.
- Possibility of management by means of a production list.
- Possibility of management by means of a Bar Code Reader (option)
- **Flexible program change:** the selection of the new working program does not require the “free of panels” machine. The machine optimises the distance between panels automatically selecting the necessary space to carry out the set up.
- Possibility of handling with “**SIDE FINDER**” application which facilitates the operator to identify the exact panel side to be introduced.
- Virtual preview of the processed panel with automatic selection of operating units
- **3D virtual preview** of the processed panel with automatic selection of operating units
- Working units ON/OFF control
- Clear and guided diagnostic information for fast resolution of any problems
- **Working statistical data: number of worked pieces and meters, employed hours used**
- Management for automatic and immediate selection of the edge coil (when the multi-coil magazine is present)
- Rapid **selection** of all main functions from the main page
- Unit of measurement in mm
- Operator interface in the following languages: Italian, French, English, Spanish, German (Portuguese and Russian are optional).
- **Unlimited number of working programs.**
- Programming of turning on the glue pot, for the timed switch-on of the pre-heating unit inside the glue tank

PC Office main features.

Operating system: Windows 7 Professional.

Screen: 17" TFT **LCD Touch screen.**

2 ETHERNET network card.

6 USB ports - 2 ps/2 ports and possibility of connection for Bar Code reader management, DVD reader.

Remote diagnostics web / based allows connection via Internet of the machine PC supervisor to SCM Group Service.

Software equipment:

TEAMVIEWER® .

Software for remote diagnostic control of the machine via internet

Furthermore it allows

- view of operator interface
- signal diagnostic
- on-line checking and editing of the configuration, parameter and program status of the machine
- data backup and file transfer
- upgrade of the machine logic and operator interface

Preparation of internet access on the machine PC is at customer's charge

KASPERSKY® Internet Security

PC's are equipped with antivirus protection software and Kaspersky Internet Security firewall.

The license has a term of one year, starting from the despatch date of the machine. The licence renewal at maturity is at the customer's charge. If not renewed, the product is not deactivated, but it becomes impossible to update it with new virus definitions.

SAFETY REGULATIONS

The machine is in conformity with the following directives:

- Directive **2006/42/CE** ("machine")
- Directive **2014/30/UE** ("electromagnetic compatibility")

Enclosed **user manual**

Standard paint finish: **Grey RAL 9002**

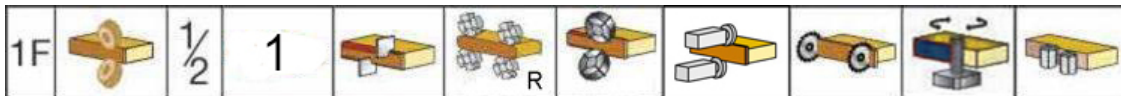
Attention: - for some countries it is necessary to select the specific optional code foreseen on the price list

Note:

The performance indicated in the offer can vary according to the type of machining (especially according to the speed, processed materials and material removal to be carried out)

A0.00.76 Solution HD - "HD-RT4" composition (78)

N. 1



NOTE

The machine includes the free space for the installation of the following optional groups:

- (1) = Spindle moulder or Sanding unit
- (1/2) = Glue scraping unit
- (1F) = Hot air blower

TECHNICAL DATA

GENERAL FEATURES		
Variable track feed speed	m/min	10 - 25
Panel thickness	mm	10 – 45 (opt. 60)
Thickness of coiled edge	mm	0.3 – 3
Thickness of edge in strips <i>* (with option: "kit for solid wood up to 22 mm") (option not available for A-B compositions)</i>	mm	0.3 - 12 (opt. 22)*
25 m/min distance between two successive panels (according to the selected units)	mm	600
Minimum panel length with edge in coils or strips (100mm minimum width)	mm	145
Minimum panel length with solid wood edge (100mm min. width) - with counter shoulder - without counter shoulder	mm mm	200 380
Minimum panel width (250mm minimum length)	mm	95
Work table height	mm	950-970
Electrical supply		Three-phase+neutral

The composition includes the following units:

"RT-E" pre-milling unit



it trims the panel edge obtaining a perfect uniform surface for the glue application and a perfect jointing line with the edge.

The unit is equipped with:

- **two high frequency motors.** Motor operation is timed to prevent chipping on the panel
- exhaust hoods
- timed air blower for the cleaning of the machined panel surface
- panel edge trimming with a variable removal, adjusting the infed fence position by means of knob and numerical

readout .

- height adjustment of the motors to vary the cutters working point
- infeed fence with **two automatic positions** to work with or without the unit
- complete with no. 2 **"ED-SYSTEM"** diamond tools D=100
H=49 Z=3+3

Max. removal	mm ²	90
Max thickness removal	mm	3
Motors power	kW	4
Tool height	mm	49 (opt. 63)
Tool rotating speed	rpm	9.000
Maximum working speed	m/min	30



"VC600-12/QMS" gluing unit

For the gluing on straight profiles of edges in coils and in strips with hot melt glue spreaded on the panel:

Glue pot:

- **interchangeable glue pot** with manual release device with teflon anti-adherent treatment to avoid incrustation
- glue level check through reflection photocell.
- fast glue pot interchangeability
- device to measure out the glue
- automatic control of the glue temperature
- automatic exclusion
- handling of the glue spreading roller, of the first pressure roller and of the feed roller by motors
- **automatic lowering of the temperature**, to avoid the glue overheating in case of a temporary non-use of the machine (especially for a momentary interruption of production)
- "iGlue" device which includes:
 - * automatic locking of glue pot copying operation in the last panel sections; it avoids a **glue excess quantity** on the panel rear side
 - * automatic glue pot exclusion



QMS pre-melting unit

it automatically supplies the glue pot that is already at the working temperature.

Manual control for unloading the glue in case of the substitution of the type of glue being used

Edge loading

- sash-shear device for coiled edges
- automatic edge loading system for material in coils and strips which allows to change the type of the applied edge in a short time
- 3 interchangeable feed rollers: needle roller for solid wood and knurled roller for thin and plastic edges, rubber roller for delicate edges

Edge pressure roller

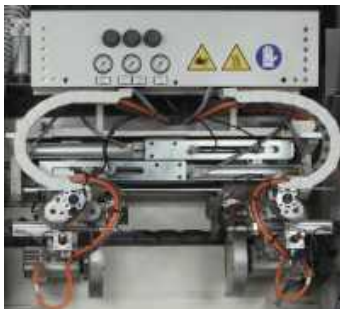
- pressure area with independent pressure adjustment
- the first roller of large dimensions (150 mm) is powered with clutch and made of teflon
- three idle rollers with opposed conicity and timed intervention with 75 mm diameter.
- mechanical position indicator

horizontal coil-holder plate

- plate for 1 coil with 800 mm maximum diameter and manual loading

Glue pot installed power	kW	2.6
Glue pot heating time	min	15
Glue pot capacity (with QMS pre-melting unit)	Kg	0.5
Capacity of pile-form in strips	mm	220
Minimum length of edge in coils	mm	250
Minimum length of edge in strips	mm	250
Maximum section of edge in coils	mm ²	135
Exceeding material to the panel thickness	mm	2 + 2
Maximum working speed	m/min	25

"YU/SP-750" upper end cutting unit



It carries out the cutting of the front and rear exceeding edge (also for post/soft formed panels).

- The unit is fixed to the top presser
- **2 high frequency motors**
- 0-15° independent automatic blades tilting (front/rear)
- horizontal motor sliding on round and ground bars
- side and front copying device for an accurate positioning of blades in relation to the cutting point
- **automatic exclusion of the side copying devices**
- complete with cutters

Motors power	kW	0.55
Speed of cutters	rpm	12.000
Max. section to be selected	mm ²	1300
Automatic horizontal exclusion	mm	25
Installed tools	no.	2 blades Ø150mm
Maximum working speed	m/min	25

“R” in-line trimming unit



For the rough trimming of thin and medium edges or for the finishing of the solid wood edge:

- two overlapped motors provided with quick release
- top motor connected to the pressure beam for the automatic adjustment according to the panel thickness
- **vertical copying discs of large diameter**
- numerical indicators for the horizontal and vertical motors movement
- **automatic exclusion.**
- two automatic positions for the rough trimming of thin and medium edge and for the finishing of solid wood edge
- complete with tools

Motors power	kW	1
Speed of cutters	rpm	12.000

Minimum panel thickness	mm	10
Installed tools		straight cutters
Maximum working speed	m/min	30



“RSU” tiltable chamfering unit

For the finishing of thin or wood edges or for the rough trimming of the radius on ABS/PVC edges:

- top motor connected to the pressure beam for the automatic adjustment according to the panel thickness
- **vertical copying discs of large diameter**
- lateral copying discs with independent horizontal adjustment
- numerical indicators for the horizontal movement of motors and copying discs
- **independent pneumatic exclusion of the unit** (upper/lower)
- complete with tools for straight machining
- **quick release motor kit for R=2 machining**

Motors power	kW	0.5
Tools rotating speed	rpm	12.000
Minimum panel thickness with radius	mm	10
Manual motor tilting		0-30°
Installed tools	no.	2 heads for straight

Maximum working speed	m/min	30
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"C1+C2" rounding unit



to carry out the front and rear rounding on the transversal side of shaped panels or on PVC/ABS edges and thin solid wood with a very high degree of finishing quality:

- **four motors** provided with quick release system with motor block + tool supported by a parallelogram kinematic motion which allows the unit to follow the head (end) of the panel in sequence, independently from the geometry of the profile
- "ED-System" high efficiency exhaust hoods and tools
- **separate processing sequences** to avoid the simultaneous working which could cause vibrations of the panel, provided with oscillating motion to follow the panel;
- copying system made of **copying discs** and **lateral copying device**
- automatic exclusion
- complete with tools for R=2 machining

Motors power	kW	No. 4 – 0,35
Speed of cutters	rpm	12.000
Edge thickness	mm	0,3 - 5
Pabek thickness	mm	10-60
Minimum panel length:		
- with 18 m/min track speed	mm	170
- with 20 m/min track speed	mm	180
- with 22 m/min track speed	mm	220
Maximum working speed when rounding	m/min	22
Centre-to-centre distance between panels		
- with 18 m/min track speed	mm	500
- with 20 m/min track speed	mm	525
- with 22 m/min track speed	mm	550

"RCS" edge scraping unit



For the finishing of radiused PVC/ABS edges:

- **quick release device** made of a tool-holder block + tool which allows the fast and precise changing of the tool
- vertical and horizontal shifting devices made of steel grounded bars with recirculating ball bearings
- vertical and horizontal copying devices with large diameter
- **suitable cleaning and spray-mist blowers for each tool**
- suction of the edging cuts-off with suitable container for chips
- numerical indicators for the horizontal movement
- horizontal **independent automatic exclusion**
- complete with tools for R=2 machining

Minimum panel thickness with radius	mm	10
Vertical/front copying devices		disc/disc
Maximum working speed	m/min	30



"SPE" brushing unit

for the cleaning and finishing (polishing) of plastic edges:

- two overlapped motors complete with two cloth brushes
- vertical positions of motors, manually adjustable by means of a knob
- motor directly connected to the pressure beam for the automatic adjustment according to the panel thickness

- manual exclusion

Brushes positioning:

- 10 degrees horizontal tilting
- 4 degrees maximum vertical tilting

Motors power	kW	0.25
Rotating speed	rpm	1500
Diameter/thickness	mm	160/25

A0.01.04 NR. 1 USE AND MAINTENANCE HANDBOOK IN ENGLISH - GB- N. 1

99.00.61 PC ENGLISH LANGUAGE N. 1

A0.01.91 ELECTRICAL SCHEME IN ENGLISH N. 1

93.07.36 Volt 380 N. 1

93.15.01 Frequency 60 hz N. 1

A0.00.72 UL/CSA version N. 1

B0.00.02 Autotransformer kVA 75 V208-230-460 conf.UL/CSA N. 1

A0.02.81 No.2 panel heating lamps N. 1

set before the gluing unit to pre-heat the side of the panel before glue application.

A0.00.27 Edge detecting sensor N. 1

It is suggested for the automatic loading of thin edges in strips (i.e. veneered panels)

A0.02.76 Electronic positioning of pressure rollers N. 1

Positioning of the pressure roller-conveyor by numerical control to set the position at the edge thickness changeover.



A0.02.92 Anti-adhesive device for first pressure roller N. 1

A0.05.03 "SGP" glue pot in substitution of the standard one N. 1

It allows a **quick changeover of the used glue type/colour**. The glue pot is fed by the standard pre-melting system for EVA glue.

Features:

- specific **compact design** that reduces to a minimum the melted glue before the application in order to maintain the best quality characteristics.
- anti-adherent treatment for EVA or PU glue.
- spreading roller with optimized graining and PLASMA anti-adherent treatment
- manual emptying cycle with collection of the residual glue on a removable tank
- automatic locking of glue loss with stopped machine (SCM GROUP patent)
- manual **dosing adjustment** with graduated indicator
- glue roller reverse rotation
- quick release device for the removal and easy replacement of the glue pot
- **simple and quick access** for the internal cleaning with the possibility to disassemble all parts.
- **short time of heating** of the glue during the starting of the machine thanks to its small dimensions
- **double thermo-regulation system** for an easy use of two types of glue with different melting

Technical data:

heating time from environment T°: <10 min

heating time from pre-heating T°: <5min

glue capacity: 0,5 Kg

installed power: 2,05 kW



A0.03.17 "PUR BLUE 4 HO" PU glue premelter for "EB 60" slot + "EB 60" PU glue slot applicator N. 1

Melt On Demand pre-melting process for PU glue

The glue cartridge (which can be inserted in the melting box with the protective film) through a pneumatic pusher, is pushed on a heated grill, that melts only the first glue layer.

The device is equipped with operator interface on pre-melting board and interface with the main edge banding control

The cartridge can be removed without damage after a partial use, as it is not fully melted.

Electronic temperature control. Under-/over-temperature monitoring.

Pump with variable rotating speed to adjust the glue capacity supplied directly from the control interface.

0.5 Kg melted glue stock under the melting box area. It allows sufficient duration to substitute the ended cartridge without stopping the machine time

Heated hose which allows the melted glue supply up to the EB 60 applicator. Reinforced Inox steel, thermo-isolated hose, with disconnect fittings for the connection. FE/KO thermo-couples.

PU EB 60 application unit

Spread test for gluing edges with polyurethane glues. Spread width can be easily modified by rotating a manual control handwheel. A special graduated scale enables the spread width to be precisely identified.

Technical data

- Melt capacity: 6 kg/h
- Operating temperature: °C 50-150

A0.02.85 Independent exclusion for "YU" motors N. 1

For the processing of non-orthogonal panels (ex. a triangle) or every time the end trimming on only one side is required.

A0.00.90 Air blower for panel cleaning N. 1

A0.05.47 Exhaust hoods with teflon treatment in place of the standard ones on the "R" trimming unit N. 1

A0.01.46 1,8 kW motors instead of the standard ones (RSU UNIT) N. 1

A0.01.47 2 pneumatic positions kit with electronic positioning of copying devices for "RSU" chamfering unit N. 1

Device for the automatic tool positioning from control panel for a rapid working change-over according to the applied edge thickness (**from thin edge to 2 mm and vice-versa**) with management of the different thin edge thickness from control panel.

It replaces the "RSU" manual unit complete with straight cutters and 2 motors kit with R=2mm cutters included in the standard composition with the 2 automatic positions **"RSU" unit with axes on side copying devices.**

It includes:

- motors with 2 positions vertical and horizontal automatic positioning
- **side copying discs with integrated horizontal electronic positioning**
- Installed tools (in place of the standard ones) : Widia type with throwaways knives: Ø 70/78X16 Straight/R=2

A0.03.18 2 automatic positions kit for C1+C2 rounding unit N. 1

Device for the automatic tool positioning from control panel for a rapid working change-over according to the applied edge thickness (**from thin edge to 2 mm and vice-versa**) with management of the different thin edge thickness from control panel.

It includes:

- motors with 2 positions vertical and horizontal automatic positioning
- "ED SYSTEM" tools R=2

A0.01.50 8 positions manual revolver for tool N. 1

A0.03.07 "SP/F" oscillating brushing unit instead of standard "SPE" N. 1

for the cleaning and polishing of plastic edges:

- two overlapped motors with manual tilting complete with two cloth brushes
- top motor connected to the pressure beam for the automatic adjustment according to the panel thickness
- manual exclusion
- pneumatic oscillation

A0.00.07 "AAR" anti-adhesive device N. 1

positioned before the panel edge trimming unit. It prevents the glue sticking to the upper and lower panel surfaces, though improving the cleaning. This unit is complete with two spraying guns and tank for the anti-adhesive liquid.



A0.00.14 "U" Spindle moulder unit**N. 1**

It carries out through or timed grooves on the upper, lower and front panel side

It is complete with:

- selection of the right/left tool rotation
- front and vertical copying device
- timed intervention during machining
- on/off pneumatic exclusion of the unit
- mechanical digital readout to facilitate the unit set up
- exhaust hood
- *tool not supplied*

Technical data of the unit:

Motor power 4 kW

Speed of cutters 12.000 rpm

Unit tilting 0-90°

Timed intervention precision to 20 m/min +/-2

Max removal 90 mm²

Max. tool diameter 125 mm

**A0.00.13 "RCA/2C" glue scraping unit****N. 1**

It eliminates any excess of glue in the joint between panel and edge.

The unit foresees:

- two vertical rotating copiers
- self-adjusting throwaway knives
- air blowers for the knives cleaning
- **independent pneumatic intervention** (lower/upper)
- exhaust hood

Technical Data:

Min. panel thickness: 13 mm

Max working speed: 25 m/min

Vertical disk-shape feelers

Tool radius: 2 mm

A0.01.74 "PH/1600" double edge brightening unit
N. 1


With the heating of PVC/ABS edges it allows the brightening of the colour.

The unit receives air from the compressed air distribution system and gives out hot air through two independent nozzles

Technical data:

Power W 1600+1600

Tension V 220


A0.00.93 Mobile infeed device for drawers
N. 1

Manual device to facilitate infeeding of small squared panels (eg. shelves and drawers) up to the pressure beam grip.

Manual infeed movement by handle

Manual return movement by handle

After the use, it is easily tiltable on the side without parts removing

Technical data:

12 mm minimum panel thickness

220 mm minimum panel width

135-400 mm panel length



A0.02.23 Machining of panels with length or width lower than the standard ones N. 1

It allows the machining of narrow work pieces (non-edged side) with smaller dimensions than the standard ones.

Technical data:

Lengthwise machining

Minimum panel length (edged side)	mm 400
Maximum panel thickness	mm 22
Minimum panel width with panel projection	mm 35
- with thin non rounded edge	mm 60
- non rounded edge thickness up to 3 mm	mm 75

Crossway machining

Minimum panel length (edged side)	mm 125
Minimum panel width	mm 220

A0.02.84 Kit for solid wood machining up to 22 mm N. 1

It includes:

- **no. 2** additional **pressure rollers** driven by a pneumatically controlled cylinder
- **1,8 kW** motors in place of the 1 kW standard ones for the in-line trimming unit
- Automatic exclusion of the copying device for “YU” solid wood
- **Automatic exclusion** for “RSU” solid wood
- Automatic exclusion for “RCS”

A0.00.99 Outfeed transfer N. 1

Optimizing device for the extraction of small work pieces installed at machine outfeed and made of:

- track with rubber pads
- additional pressure system fixed to the pressure beam



A0.02.59	Tools kit R=1,5 instead of R=2	N. 1		
	It replaces all R=2 mm tools with R=1,5 mm tools			
A0.02.13	"ED-System" h=64 diamond tools instead of h=49 ones for "RT-E" pre-milling unit	N. 1		
	Instead of the standard ones D 100 H=64 Z 3+3 60 mm max. panel height			
52.26.41	Operating cost for additional packing	N. 1		
A0.03.26	Pallet for base 78	N. 1		
A0.04.42	Additional packing for autotransformer	N. 1		
			Total price USD	252.000,00

SUGGESTED OPTIONAL DEVICES

PRICE BY DIFFERENCE FROM NORDSON PUR BLUE 4

A0.05.91	"VERSAPUR SLUG" PREMELTER FOR PU GLUE + "EB60" SLOT APPLICATOR	N. 1		33.000,00
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scmscm**USED MACHINERY SALES AGREEMENT**

SCM Group, USA, Inc.
2475 Satellite Blvd
Duluth, GA 30096
Phone: (770) 813-8818
Fax: (770) 813-2185

Phone:

(Hereinafter referred to as “SCM”)

(Hereinafter referred to as “Customer”)

SCM hereby sells and Customer hereby buys the following used machinery and used goods (hereinafter referred to as the “**Machinery**”) pursuant to this Used Machinery Sales Agreement (the “**Agreement**”):

Model:
Serial Number:
Installation:

Customer shall pay the purchase price of [Click here and enter Machine Price], plus sales tax in the amount of [Click here and enter Tax Amt.], for a total purchase price of [Click here and enter Total Amt.] (the “**Purchase Price**”), which amount is due upon execution of as this Agreement:

- The price of the Machinery is exclusive of all electrical work, including but not limited to wiring to the Machinery and internal wiring of optional equipment, compressed air, dust extraction, and preparation of the foundation/flooring.
- If SCM agrees to provide installation services, then installation of the Machinery is exclusive of any air fare, lodging, and meals of installers, and Customer will pay any costs of the travel and living expense of the installers, which amounts SCM will bill to Customer at cost by separate invoice.

All of SCM’s right, title, and interest in and to the Machinery is hereby sold to Customer pursuant to the terms and conditions set forth in this Agreement.

The approximate delivery date is [Click here and enter Date] (the “**Delivery Date**”). SCM shall deliver the Machinery to the Customer FOB at SCM’s warehouse in Duluth, Georgia. Customer shall be responsible for all delivery and shipping costs to transport the Machinery from Duluth, Georgia.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS INCLUDED ON THE FOLLOWING PAGE. By signing below, Customer is making a firm offer to SCM, which SCM may only accept after review and execution of this Agreement by an officer, or other authorized representative, of SCM in Duluth, Georgia, and Customer acknowledges that this Agreement governs all of the obligations that SCM owes to Customer with respect to the Machinery. This document, and the terms and conditions attached on the following page, represent the total agreement between SCM and Customer concerning the Machinery, and it supersedes any previous written or verbal agreement.

APPROVED AND ACCEPTED
[Click here and enter Date]

[CLICK HERE AND ENTER CUSTOMER]

SCM GROUP, USA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____
ADDITIONAL TERMS AND CONDITIONS

1. SCM'S ACCEPTANCE. If SCM accepts Customer's offer, it will do so only pursuant to the terms and conditions of this Agreement. If Customer submits a purchase order or other document, it shall in no way amend or supersede any provision in this Agreement, and the terms of this Agreement govern.

2. CUSTOMER'S ACCEPTANCE OF MACHINERY. Customer shall be deemed to have effected final acceptance of the Machinery upon delivery of the Machinery to Customer at SCM's warehouse in Duluth, Georgia on the Delivery Date.

3. TECHNICAL SERVICES, ASSEMBLY, AND INSTALLATION.

(a) Customer shall pay for any assembly, installation, and technical services provided by SCM.

(b) Customer is responsible for completion of, and all expenses related to, site preparation, including masonry work and the construction of pits, pillars, etc.

(c) If SCM agrees to install the Machinery, which is not included in the Purchase Price, Customer shall make the following available at the installation site: electric power; dust extraction; compressed air; water; equipment such as cranes, fork-lifts, tools, etc; the Machinery itself, including all parts and blades; material in sufficient quantities to carry out tests and operating trials; and personnel to operate and service the Machinery.

4. TAXES. Any applicable State or Local Sales or Use Tax (the "Sales Tax") has been added to the Purchase Price. Except for the Sales Tax, the Purchase Price does not include any federal, state, provincial, or local property tax, license, privilege, excise, gross receipts, value added, or other taxes that may now or hereafter be applicable to, measured by, or imposed upon, or with respect to, any transaction, any property, (including without limitation its sale, its value, or its use), or any services related to this Agreement (the "Taxes"). Customer agrees to reimburse SCM for any Taxes that SCM is required to pay. If the parties agree that any person or entity other than SCM will remit any of the Taxes to the proper authority, then Customer shall indemnify and hold SCM harmless from any liability arising out of such Taxes, as well as any interest or penalties related thereto. SCM will collect and remit the Sales Tax when required to do so, unless the Customer furnishes a valid resale/exemption certificate to SCM relieving SCM of the requirement to collect and remit the Sales Tax. If the certificate furnished to SCM is held invalid, then the party that furnished such certificate to SCM shall pay the Sales Tax (plus all applicable penalties and interest at the rate of the lesser of 1½ percent per month or the maximum rate permitted by law) not collected as a result of relying on such invalid certificate.

5. INDEMNITY. Customer shall indemnify and hold SCM harmless from any claim or cause of action for physical damage to property or personal injury, including death, arising out of, or resulting in any way from, the negligence or willful misconduct of the employees or agents of Customer, including but not limited to damages that are caused, in whole or in part, by (i) any misuse or modification of the Machinery by Customer, its employees, or its agents, (ii) any act (or failure to act) by Customer, its employees, or its agents, in contravention of any safety procedures or instructions provided to Customer, its employees, or its agents, by SCM, or (iii) the improper storage, installation, operation, or maintenance of the Machinery by Customer, its employees, or its agents.

6. DELIVERY AND SHIPPING. Delivery shall be FOB at SCM's warehouse in Duluth, Georgia. Unless SCM agrees in writing to the contrary, all transportation costs shall be for the account of Customer.

7. FORCE MAJEURE.

(a) SCM shall not be liable or otherwise responsible for any default or delay in performance attributable to Force Majeure. "Force Majeure" shall mean acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any other circumstance or cause beyond SCM's reasonable control.

(b) If SCM's performance is delayed by any such cause, the Delivery Date will be extended by a period reasonably necessary to overcome the effect of such delay.

8. TERMS OF PAYMENT. Customer shall pay all amounts payable to SCM on or before the Delivery Date.

9. RISK OF LOSS. Risk of loss of the Machinery shall pass from SCM to Customer when SCM makes the Machinery available for delivery, holds the Machinery or any component part thereof at Customer's disposition and gives Customer notice thereof. Customer shall bear all risk of loss or damage in transit and shall be responsible to file claims with any carrier for damage occurring during shipment.

10. ABSENCE OF WARRANTY AND LIMITATION OF LIABILITY.

(a) **SCM IS SELLING THE MACHINERY TO CUSTOMER ON AN "AS IS," "WHERE IS," "WITH ALL FAULTS" BASIS WITHOUT ANY WARRANTIES, AFFIRMATIONS, OR REPRESENTATIONS WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT SCM HEREBY WARRANTS THAT IT HAS FULL RIGHT, TITLE, AND INTEREST IN AND TO THE MACHINERY.**

(b) Customer has inspected the Machinery or has had the opportunity to inspect the Machinery and has waived same. Customer acknowledges that SCM has made no representation about the Machinery, and Customer has not relied on SCM to select or purchase the Machinery. Nothing in this Agreement establishes any liability whatsoever for the Machinery, including personal injury or property damage, during any inspection or use of the Machinery before and after the sale.

(c) SCM shall not be liable for any special, indirect, incidental, or consequential damages of Customer, including but not limited to any loss of use or underutilization of labor or facilities or any loss of revenue or anticipated profits, regardless of whether such purported liability is based in contract law, tort law (including negligence, strict liability, or otherwise), or other legal theory.

11. DEFAULT.

(a) If Customer refuses to take possession of the Machinery on the Delivery Date, Customer hereby acknowledges that SCM's damages would be difficult to prove and agrees that the amount of twenty percent (20%) of the Purchase Price ("Damages") shall constitute liquidated damages as a fair and reasonable estimate of SCM's partial loss and not a penalty, payable immediately upon demand to SCM. SCM may retain any amounts received from Customer, if any, pursuant to this Agreement as payment for the Damages, and shall refund to Customer any amounts received from Customer pursuant to this Agreement in excess of the Damages, if any.

(b) In any proceeding or action relating to a default or breach by Customer, it is hereby expressly agreed and bargained for that SCM shall be reimbursed for reasonable attorneys' fees and costs incurred by it in respect thereof.

12. ASSIGNMENT. The rights and liabilities of the parties to this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns, although neither this Agreement nor the rights or obligations of Customer under this Agreement shall be assignable or transferable, either in whole or in part, without the prior written consent of SCM (which consent can be granted or withheld at the sole discretion of SCM).

13. WAIVER. No waiver by SCM of any breach or obligation of the Customer shall constitute a waiver of any other prior or subsequent breach of obligation.

14. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

15. CONSENT TO JURISDICTION. If a suit is brought to enforce any requirements of this Agreement, Customer hereby consents to the jurisdiction of the courts of the State of Georgia and of the United States having jurisdiction in the County of Gwinnett, State of Georgia, with respect to any dispute arising out of, in connection with, or relating to this Agreement and waives all objections to such jurisdiction, including but not limited to any based on *forum non conveniens* or improper venue.

16. ARBITRATION. If a dispute arises between the parties, and the parties are unable to resolve it between themselves, then the matter may only be resolved by arbitration before a single arbitrator. Such arbitration shall be conducted in Atlanta, Georgia, by the American Arbitration Association (“AAA”) and in accordance with the commercial rules of the AAA, as from time to time amended. The decision of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall include findings of fact and a statement regarding the reasons for the arbitrator’s decision.

17. ENTIRE AGREEMENT AND MODIFICATION. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter hereof and supersedes all prior discussions, negotiations, and/or written or verbal agreements between them. Customer acknowledges that neither SCM nor anyone on SCM’s behalf has made any representation, inducements, promises, or agreements, orally or otherwise, relating to the subject matter of this Agreement that are not embodied herein. Neither of the parties shall be bound by any conditions or definitions with respect to the subject matter hereof, other than as provided herein. No change or modification of this Agreement shall be valid unless the modification is in writing and signed by both parties.

18. SEVERABILITY. A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more of the provisions of this Agreement shall not invalidate the remaining provisions of this Agreement in any jurisdiction, nor shall such declaration have any effect on the validity or interpretation of this Agreement outside that jurisdiction.

ACKNOWLEDGED BY CUSTOMER: _____
Initials