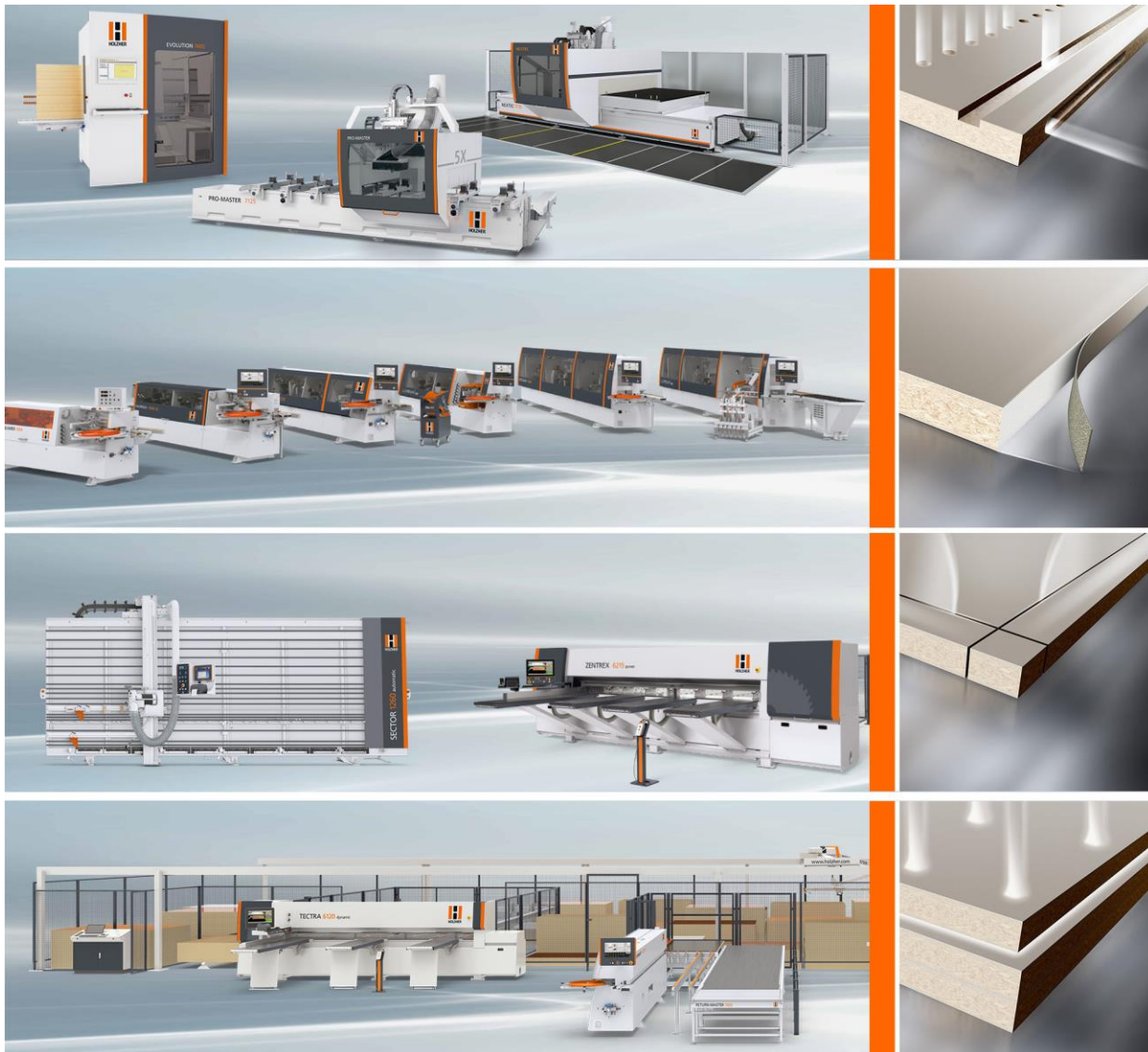


Precision and productivity for the panel processing
Everything from a single source. Everything 100%!



Offer

HOLZ-HER Machining Center DYNESTIC 7532

BLEDSOE CONSTRUCTION
2990 S WISE WAY
BOISE ID 83716
USA



Your benefit at a glance

DYNESTIC 7532 Series

Utmost flexibility and user friendliness. Precision and operation reliability for years through high quality components like covered hardened and precision ground linear guideways on all axes. Optimized extremely stiff machine frames and supports for excellent milling results. Precision ball bearing spindles for both Z-axes, helical gearing along X- and Y-direction = high precision machining along the whole length of the machine bed. **Only HOLZ-HER is offering 10 years of warranty on the linear guideways!**

Controller and Usage

Latest control- and driver technology with powerful brushless drive motors on all axes. Extremely high acceleration and dynamics - all axes are fully interpolating!

Automation and Material Handling

Extensive components for automation are available for optimized material flow on DYNESTIC machines. Machines can be fed by lifting tables as well as through intelligent storage systems with vacuum loaders. It goes without saying that HOLZ-HER is also offering a full range of software solutions for the full integration into the operating procedure of the company.

Main Spindles and Drill Head

Strong spindles with excellent performance curves and perfect balance are there to transfer your creativity into products of best quality. The drill aggregates are designed for short cycle times and many possible variations of usage.

Machine Table and Tool Changers

Precision milled „High-Flow-Vacuum-Table" for efficient and safe holding of the workpieces. The stops are anodized and are running in hardened and adjustable eccentric bushings for permanent reliable zero points. Fixed-position pick-up tool changers and optional ride-along tool changers make for short tool changing times. All HSK tool holders are covered to protect them from dust and chips.

Aggregates and Tooling Technology

High-end changing aggregates can be selected from the price list and are extending the possibilities of the CNC machining centers for even more flexibility.

Options and Maintenance

HOLZ-HER CNC machining centers can be compiled from many building blocks to match the requirements of different materials and usages. Many additional options like proven clamping devices can be selected from the option list.

Offer

HOLZ-HER 124 Crosslake Park Drive Mooresville, NC 28117

Your HOLZ-HER expert:

BLEDSOE CONSTRUCTION
2990 S WISE WAY
BOISE ID 83716
USA

AXIS INTERNATIONAL MACHINERY
WES SHEPHERD
4058 W. NIKE DR.
Unit A
WEST JORDAN UT 84088
USA
Tel: 8015628987
e-mail: wes@axismach.com

File **477983/1**
Your phone no.: **+1 208 433 0033**
Your e-mail:

Your fax no.: **+1 208 387 0738**

Customer: **1605303**
Date: **5/5/2020**
Our ref.: **/CC**

HOLZ-HER Machining Center DYNESTIC 7532

BASIC MACHINE - DYNESTIC 7532 Automatic 12.5
working length 3,700 mm

Total price for you	\$ 174,900.0
Upgrade to Liquid Ring Pump	Included
Multi Zone vacuum table	Included

Equipment according to following technical specification.

Commercial terms and conditions

TIME OF DELIVERY

Delivery date approx. Please check with order processing

TERMS OF DELIVERY

Quoted price is F.O.B, [free on board], Charlotte, NC

VALUE ADDED TAX

Price does not include applicable taxes and is valid for 30 days.

PAYMENT

30 % with order
60 % prior to shipment
10 % at installation

COMMISSIONING

Installation and training included.

Best regards

HOLZ-HER US Inc.

Technical Specification

HOLZ-HER Machining Center DYNESTIC 7532



BASIC MACHINE 7532 Automatic_Edition

5058518

BASIC MACHINE - DYNESTIC 7532 Automatic 12.5

working length 3,700 mm

Solid welded machine frame

with grounded prismatic guidance system
at travelling column, aggregate head and consoles
One arm extension of carriage

Rack drive, helical teeth, in X- and Y-direction,
2 ea. ball roller spindles in Z direction for precise positioning

DYNESTIC table

Solid continuous machining table with matrix pattern with
continuous grooves in both the X and Y directions. Distance
between grooves 50 mm with 25 m sealing cord for workpiece
clamping.

1 rear machining field with stop

30 mm high, pneumatically retractable
Each with 2 stop fences in Y and 1 stop in X axis right
(looking from the front edge of the machine)

Remote maintenance

Network interface card for the transmission of control data and
program data. Data transmission is by Internet. Required is internet
access at the machine. Use of this facility when required during the
validity period of the guarantee is free.

USB Connector

For data protection (backup) and/or direct input of processing data
at the control panel

TECHNICAL DATA

Machining dimensions 7532 12.5:

Nesting table dimension

X = 3700 mm Y = 1560 mm

Max. displacement:

X = 5295 mm Y = 2100 mm Z = 293 mm

Max. passage height of pusher over DYNESTIC table of Push/Auto/Lift versions:

Z = 120 mm

from table top (without wasteboard/spoilboard)

Max. programmable speed:

Vector speed: 128,0 m/min

X = 80 m/min, Y = 100 m/min, Z = 25 m/min

MACHINE OPERATION

SOFTWARE

KT 2698524*

CAMPUS V7 CAD/CAM software 1x licence including simulation

1 ea. software license with USB-dongle for machine

CAMPUS V7, software for CNC machining centers

Consisting of:

1. **CAMPUS NC-HOPS**
2. **CAMPUS aCADemy**
3. **CAMPUS Workcenter**
4. **CAMPUS MT-Manager**
5. **CAMPUS 3D simulation**

CAMPUS NC-HOPS

Variant graphics system with WOP and CAD/CAM properties for creating parts variants using macro technology

5047880*

Hi-Speed USB-Device Network-Server

For using the CAMPUS Single license either on the machine or on one office-PC inside the same network.

Only one license can be used at the same time within the network!

CONTROL SYSTEM

Windows based Industrial-PC controller

Intel Core i5-6600

4 GB RAM

256 GB M.2 (SLC)

24V DC Industry Standard



Display of Operating Mode

via color code of LED lights in machine hood

5027781*

Electronic stop monitoring for all fences and/or stops pins ordered with the machine.

Safety device to prevent damage of the stops.

KT 2698528*

Manual operating unit for machine remote control (13m)

with the these operating functions:

- > Start / Stop of processing program
- > Processing cycle speed rate control
- > Re-set key
- > Manual feed / Rapid feed for all axes
- > Emergency stop

5062361*

Control panel with 21.5" 16:9 touch screen

-capacitive multitouch screen for intuitive operation

-Continuous glass surface

-incl. wireless QWERTY keyboard and mouse

(when CNC has a safety mat the control panel is mounted on wheels #506 23 61)

5052408



TouchTool Tool Length Detection System (WZ 7)

System for the detection of tooling length or breakage
 Precise and fast length detection and automatic adjustment of
 tooling length in data base. For standard shaft tooling of up to 20
 mm in diameter.
 Accuracy approx. 0.1 mm

ROUTING UNIT

5047129*

Cutter unit 7841, Power: 10,3 kW (S6/40) / 14 HP

n(max) 1,000 - 24,000 min⁻¹ infinitely variable, single stroke,
 max. power at 12,000 min⁻¹ to 18,000 min⁻¹, air cooled
 with HSK-F 63 connector
 with R/H thread nut (for clockwise-rotating tools)
 with clamping connector with HSK shaft
 Ceramic ball bearings (Hybrid bearings)
 Tool weight max. 6 kg (incl. connector)
 Tooling: Cutting and sanding tools max. Ø 160 mm

DRILL AGGREGATES

5047171

Drill Aggregate 7877, 19 Spindles

Motor Power 1,9 kW

13 Vertical Spindles ea. can be triggered separately
 positioned in U-form, **5 + 4 in X-** and **4(+2) in Y-direction**
 32 mm grid
 Max. drill diameter: 35 mm
 Total drill length: 70 mm from end of thread
 (depending on panel thickness)
 Spindle stroke: 70 mm
 Turning direction: right- / left-turn changing
 RPM(max.) 1000 - 6250 min⁻¹ infinitely variable
 Connector: M 10 thread - fit 11 mm
 Without tooling - without tool holder

6 Horizontal Spindles

2 double drill spindles in X-direction

1 double drill spindle in Y-direction

Connector: M 10 thread - fit 11 mm

Total drill length: 63 mm from end of thread

Without tooling -without saw blade holder

Integrated saw aggregate for cutting / grooving in X-direction

RPM(max) 1000 - 5650 min-1 infinitely variable

Tooling interface: A max $\varnothing = 120$ mm, I $\varnothing = 20$ mm, B = max. 4,0 mm

Free spaces in boring unit 7877 can be filled up with

TOOL CHANGER

KT 2698530*



Tool changer **7875**, **14-compartment linear pick-up tool changer**, pneumatically lifting
maximum tool weight: 5 kg per tool or 60 kg total weight

VACUUM UNITS

5035645

**Upgrade vacuum pump to 600 m³/h @ 60 HZ dry running
200/230V**

MACHINE ELECTRICAL SYSTEM

5038501*

ECO-Air conditioner for active switchbox cooling

SAFETY OPTIONS

Safety enclosure to CE standard

Side and rear safety fence

5048906*

Human safety by light barriers in front machine area

LOADING

Feeding table with roller beams

Charging table with roller conveyors for DYNESTIC (AUT 1)
For manual or automatic charging of panels. Can also be used as preparation table for attaching barcode labels

5049119*

Charging table with 4 each roller conveyors for 12.5

KT 2698533

15' Charging table with 4 each roller beams for 12.5

Necessary if panels of over 3400 mm in length should be loaded on a 12' DYNESTIC using the STORE-MASTER 5110 system.

5050521*

Belt drive for the transport of the workpieces from the loading place of the external loading device to the transfer point of the machine

5054730*

Pull-in device

KT 2698534*

Pull-in device with side positioning (AUT21)

With 4 ea. suction cups from 2 vacuum circuits for removing panels and automatic transport to processing table

Pusher

5049170*

Discharge pusher on moving stands, controlled

For DYNESTIC 7532 (AUT 17)
Including simultaneous vacuum evacuation on wear plate during discharge with 1 each dust ducts, Ø 250 mm. Incl. under floor dust extraction, dust collector at the end of the table with 2 each dust ducts, Ø 80 mm

5059564*

Ultra-sound measurement at the controlled pusher (WZ11)

For plausibility check of the material thickness on top of the spoil-board in automatic mode. With error message in case of a mismatch to the programmed thickness.

5053834*

12' - Fence pneumatically liftable

at front edge of the machine.
Also ideal for pushing of little workpieces.

5050515*

Communication module for STORE-MASTER panel storage systems (AUT 14)

For connection of the Nesting CNC to an external panel storage system

5053217*

Discharge table, with motorized controlled conveyor (AUT 5) 12.5

Including light barrier and dust extraction from below
Foot pedal for light barrier overwrite and activation of the outfeed belt conveyor e.g for long workpieces

EQUIPMENT VARIANTS AND ACCESSORIES**LUBRICATION**

KT 2698535*

Automatic centralized lubrication

Automatic central lubrication unit, after defined lubrication intervals.

Simultaneous lubrication

for all linear guides in X, Y and Z axes

for all ball roller spindles in Y and Z axes

for all cutter spindles guides

for tool changer guides (except for pick-up tool changer)

KT 2698536*

Vacuum connector for up to 10 vacuum cups, mounted to the left side of the matrix table

TOOL KITS

5041487

Tool kit for XL-drill head 7877/7880/7885

Sawing / grooving:

Ø = 120 mm, l Ø = 20 mm, W = 4,0 mm Z = 30

Vertical: Line drilling / general drilling

3x HW-Dowel drill, Ø = 5 mm, UL 28 mm, TL 55,5,LT

3x HW-Dowel drill, Ø = 5 mm, UL 28 mm, TL 55,5 RT

2x HW-Dowel drill, Ø = 8 mm, UL 28 mm, TL 55,5 RT

1x HW-Countersink, Ø = 3 mm, TL 55,5 RT

1x HW-Drill left, Ø = 10 mm, TL 55,5 LT

1x HW-Through holes, Ø = 5 mm, TL 55,5 RT

1x HW-Hinge hole, Ø = 35 mm, TL 50 RT

1x HW-Hinge hole, Ø = 20 mm, TL 50 LT

1x HW-Hinge hole, Ø = 15 mm, TL 50 LT

Horizontal: Construction holes / general drilling

4x HW-Dowel drill M10, Ø = 8 mm, UL 35 mm, TL 75 LT

4x HW-Dowel Drill M10, Ø = 8 mm, UL 35 mm, TL 75 RT

Tool holders:

6x adapter for drill M10 (left), with shaft Ø 10 mm

8x adapter for drill M10 (right), with shaft Ø 10 mm

5020881

Tooling kit NESTING incl. tool case

Nesting / Formatting:

1x Diamond nesting-spiral cutter, D16/Useable Length28/Z2+2

Waste board milling:

1x TC-Wepla face cutter, Ø = 135 mm

10x exchange cutters 12 x 12 mm

Tool holders:

1x HSK-F 63 heat shrink collets

KPT 2698537

14 267.1743 HSK-63 Tool Holders

PACKAGING

5026963

Packaging standard

Machine on palette or wooden frame, wrapped in foil

SERVICE

KT 2698538

Training: Training in-house HOLZ-HER
5 days, max. 2 people, excluding hotel and airfare

Content:

- CNC basics
- CAMPUS HOPS fundamentals
- MT Manager
- CAMPUS aCADemy and DXF interface

Z100

Installation and training day(s)

includes technicians expenses, hotel costs, costs for flight/car, etc., plus costs for the time taken to travel to and from the site

The daily working day of 10 hours can be exceeded only for proven operational reasons.

The customer must provide two people to help with assembly.

Work to be done before installation from customers side:
Unpacking, electrical, pneumatic and dust extraction connection.
Work which is not covered from the standard installation will be invoiced separately.

not included:

Unloading
installation of other tools and units
network connectivity / configuration
data transfer / Interface programming to other programs

GUARANTEE

The **warranty period** for the machine is **12 months** for one-shift operation.

10 year warranty on linear guidings

Excluded are damages to the system due to improper operation and/or due to insufficient cleaning and maintenance. The extended warranty is limited to single shift operation.

Total price for you

\$ 174,900.00

Optional Items

MACHINE OPERATION

KT 2698526



CAMPUS V7 CAD/CAM software 1x license incl. CabinetControl and simulation

\$ 2,460.00

1 ea. software license with codemeter for office or machine

Automatic generation of NC-HOPS data

CAMPUS V7, software for CNC machining centers

Consisting of:

1. **CAMPUS NC-HOPS**
2. **CAMPUS aCADemy**
3. **CAMPUS Workcenter**
4. **CAMPUS MT-Manager**
5. **CAMPUS 3D simulation**

CAMPUS NC-HOPS

Variant graphics system with WOP and CAD/CAM properties for creating parts variants using macro technology

KT 2698529



2D bar code scanner

\$ 1,690.00

laser class 2, incl. software,
interface processor wireless, for mobile use
Standard bar codes: Code 39, Code EAN 128
2D codes: Data Matrix, PDF41

TOOL CHANGER

KT 2698531



18 position tool changer 7996, **(disk)**
 automatically in X-direction following
 Max. tool Ø: with full equipment Ø 85 mm, with free adjacent
 spaces Ø 200 mm; saw blades up to Ø 300 mm
 Max. tool weight: 5 kg per tool or 60 kg when fully equipped
 with clamping system connector with HSK - shaft

\$ 1,850.00

VACUUM UNITS

Additional vacuum pump 290 m³/h (60HZ) dry running 200/230
V 250 m³/h (50 HZ)

\$ 5,830.00



ECO Vac - Intelligent Vacuum:
 If several vacuum pumps are in use
 the integrated energy management is controlling the automated
 on/off
 of additional vacuum pumps in reference to the required static
 negative pressure.

\$ 455.00

VACUUM SYSTEMS

Multiple circuit vacuum system

Vacuum fields, separated one by one from each other, individually switchable

The vacuum can be actuated on one or more areas of the machine table

8-fold circuit vacuum system - software controlled for 10.5 and 12.5 (version 20.5 with 16-zone vacuum field)

\$ 3,220.00

Dust extraction funnel at the end of the motorized discharge table (AUT26) with 1 dust duct, Ø 120 mm

\$ 885.00

Additional dust extraction channel over discharge table, motorized height control
with 3 each dust ducts, Ø 100 mm

\$ 4,540.00

Terms of delivery of HOLZ-HER

Sale and Delivery Conditions of HOLZ-HER GmbH, applicable to inter-company trade and business

I. General

1. Our deliveries / services are performed exclusively on the basis of these terms and conditions.
2. Our customer recognises these terms and conditions if they are not explicitly rejected in writing within a period of eight days after receipt. After receipt of our deliveries or services it is no longer possible to reject our terms and conditions, even if the 8-day period has not yet expired.
3. Terms and conditions or purchasing conditions of the customer which deviate from our terms and conditions are only effective if we recognise these terms and conditions in writing in each individual case are only valid if these conditions are accepted in each individual case by us.
4. The customer shall declare its agreement with the storage and evaluation of order data.
5. Upon the publication of these terms and conditions, all previous editions lose their validity.

II. Quotation

1. Our quotation is non-binding. The placing of an order is only binding upon receipt of our written order confirmation.
2. Supplements, amendments or additional agreements made by telegram, telephone or verbally, require our written approval in order for them to be deemed valid.
3. Data contained in our brochures, packaging samples, demonstration machines, illustrations, descriptions, price lists and other documents, for example about machine performance, are exclusively intended as descriptions and identification and do not represent an agreement on quality.
4. We reserve all proprietary rights, copyrights and industrial property rights on cost estimates, illustrations and any software and other documentation; they must not be made available to third parties.
5. Before signing the contract, our customer has to inform us in writing if the object of delivery is to be used under unusual conditions or under conditions which represent a special risk to health, safety or the environment.
6. We reserve the right to make design and material modifications if the normal use or contractual use of the delivered object is not considerably or adversely affected, and if the modification is deemed acceptable by the customer.

III. Price and payment

1. The prices are quoted in EUROS net ex works, and provided the agreed delivery date is not more than 3 months after the conclusion of the contract, we are authorised to reset the agreed gross price in accordance with our generally valid price list at the time of delivery. The prices do not include the applicable VAT.
2. The installation, assembly and packaging of stationary machinery are invoiced separately as per the HOLZ-HER assembly conditions.
3. The right to withhold payments or to offset them with counterclaims is only assigned to the customer if its counterclaims are undisputed or have been established as legally valid.
4. The invoiced amount is due immediately after the delivery or acceptance and after the receipt of the invoice, without any deductions.
5. In the event of a default of payment we are authorised, in addition to the statutory legal consequences, to demand security payments or payments in advance. In this case we are also authorised to withdraw from the contract in accordance with legal conditions or to demand security payments or payments in advance. We are also permitted to defer the further processing of the order until the requested securities and payments in advance have been received, without the customer deriving any rights against us as a result of any delays that may occur.

IV. Delivery and delivery time

1. Information about delivery periods and deadlines are only approximate, unless they have been explicitly declared in writing by us as binding. The observance of delivery deadlines and periods is subject the correct and timely self-supply. We shall inform the customer immediately if any delays occur. The delivery period is met if circumstances involving the transfer of risk occur, as per section V, point 2.
2. Delivery periods begin with the receipt of our final order confirmation, although not before the customer has provided the documents, authorisations and approvals it has to produce and before the receipt of an agreed deposit.
3. If we have guaranteed the observance of a deadline or delivery period, then the customer has to set an appropriate extension period in writing. If the deadline expires without effect, the customer can reject the quantities and services which were not reported as ready for delivery by the expiry of the deadline. The customer is only permitted to withdraw from the whole contract if the partial services already provided are not of interest to the customer. Compensation claims due to a delay or non-performance are, provided legally permissible, ruled out. In each case, compensation claims made against us due to delays for each full week or delays after the unsuccessful expiry of an appropriately set extension period, are limited to 0.5% of the total or a maximum of 5% of the value of the respective part of the overall delivery, which was not able to be utilised on time or not in accordance with the contract as a result of the delay.
4. Events of force majeure entitle us to postpone the delivery or service for the duration of the hindrance, even if they occur to our suppliers or their sub-contractors, or to withdraw partially or in full from the contract due to the part of the contract not fulfilled. Events of force majeure comprise strikes, lockouts, mobilisation, war, blockades, export and import bans, road blocks and other circumstances, which cannot be influenced by us and which make the delivery unreasonably difficult or impossible.

The delivery period is appropriately extended if information which is required to execute the order is not made available to us on time or if the customer retrospectively alters the information. The same applies if the customer is behind schedule with work it has to complete, items it has to supply or with the performance of its contractual obligations. The customer can demand a statement from us, about whether we intend to withdraw from the contract or deliver within a suitable period. If we do not respond to the demand of the customer, then it is permitted to withdraw from the contract.

V. We are entitled to make part-deliveries.

V. Dispatch and the transfer of risk

1. The packaging, route of dispatch and mode of transport are left to our discretion unless otherwise specially agreed.
2. The delivery is made at the expense and risk of the customer. Once the ordered goods are handed over to the freight forwarder or transport company, at the latest when the goods leave our warehouse or delivery site, the risk is also transferred to the customer for deliveries made on a free to destination, CIF, FOB or similar basis. This also applies to part-deliveries and even if we undertake to pay the costs for the freight and the installation of the goods.
3. Goods notified as ready for dispatch have to be collected immediately. Otherwise we are authorised to send the goods to the customer or store them, at our discretion and at the expense and risk of the customer.
4. The customer is obliged to insure the delivery against damage of any kind. Even if the insurance is provided by us in individual cases, it is deemed to have been concluded on behalf of and at the expense and risk of the customer. In case of transport damage, the customer has to report the claim for damages immediately to the responsible transport company and the insurance company. Claims from transport damage shall be transferred to us on request.

VI. Installation and assembly

1. If we are obliged to install and assemble the goods, then the customer has to make all the arrangements at the place of installation, so that our mechanics can begin with the work as soon as they arrive without delay. In particular the customer has to make sure that our installation conditions are met in full.
2. If we are not able to perform the work in full and within a suitable time, for reasons which are the fault of the customer, then the customer is obliged to pay us compensation for the damage caused; especially for the extra costs incurred due to extra journeys or working hours that have been wasted or additionally demanded from our employees. When the damage is being calculated the additional costs for extra work can be applied as per our applicable installation conditions. The contractual parties remain; however, free to provide evidence of greater or significantly less damage.

VII. Acceptance

1. If an acceptance test is intended for the object delivered in our written order confirmation, then the customer shall bear the technical acceptance costs.
2. A log shall be created for the acceptance, which has to be signed by both parties.

3. The delivered object is accepted, if it shows no or only minor defects, if the acceptance test could not be carried out due to the fault of the customer or if the customer has already started commercial production with the delivered object.

4. If defects are detected on the delivered object during acceptance, then we are authorised and obliged to subsequent performance, otherwise the conditions in point X apply.

VIII. Doubts about credit rating, delay in acceptance

1. If the customer falls behind with the acceptance of the service, then it has to compensate us for all costs and damages resulting from the delay, even if it was not the fault of the customer and notwithstanding all other rights. If no specific delivery date was set, then the delay in acceptance is deemed to have occurred at the latest at the end of the month in which the estimated delivery period ended. In addition we can withdraw from the contract and/or demand compensation instead of services after the expiry of an appropriate extension period set by us. If a claim for damages is made instead of a service, then we are permitted to demand compensation amounting to 20% of the purchase price, without evidence.

The contractual parties remain; however, free to provide evidence of greater or considerably less damage.

The legal regulations for the calculation of compensation are also unaffected, provided the contract requirements have been met in full by us.

2. In case of delayed acceptance and in all other cases, in which we are forced, due to the behaviour of the customer, to store the delivery at the customer's expense, the respective invoice is due for payment, on a net cash basis, within eight days of the agreed delivery deadline being exceeded. If the customer does not make a payment within the set period, then we can demand interest on arrears from the following day.

3. If it becomes evident, after the conclusion of the contract, that our payment claim is jeopardised by an inability of the customer to pay, then we are authorised to refuse to render our services and actions in preparation of the service. Our right to refuse to render services no longer applies once the payment is made or a security payment is provided for it. We must provide the customer with an appropriate period of time to make the payment / security payment. If this period expires with no payment being made we are authorised to withdraw from the contract.

IX. Retention of title

1. All delivered goods remain our property (retained goods) until all claims have been met, including conditional claims and claims arising in the future and even if payments have been made for specially charged claims.

2. The customer is only allowed to sell or process the retained goods in the normal course of business and provided it is not in arrears to us. It is only permitted to re-sell the goods, if the claim from the sale is transferred to us along with ancillary rights to the extent specified in the following paragraphs. The customer is not entitled to other disposals. The re-sale is deemed to be equivalent to the incorporation into property or land, or the use of the retained goods in the fulfilment of other work or work delivery contracts by the customer.

3. The claims of the customer arising from the re-sale of the retained goods, together with all ancillary rights, are now transferred to us in their full amount, irrespective of whether they are sold to one purchaser or several purchasers. We hereby accept the transfer. If the retained goods are re-sold by the customer together with other goods which do not belong to us, then the claim shall only be transferred to us at the amount of the invoice. If the retained goods are re-sold after being combined, mixed or processed with other goods which do not belong to us, then the transfer shall only be made to the amount of our co-ownership share of the object or stock sold.

4. The customer is entitled to withdraw the claims transferred to us if our claims are not due for payment. In the latter case we are authorised to revoke the entitlement to sell, machine/process or install the retained goods and to withdraw the claims assigned to us, as well as to demand the surrender of the retained goods, without the customer having a right of retention against this claim for surrender, and us then withdrawing from the contract and informing the third party debtor of the transfer.

5. We are also authorised to assert the retention of title, in particular by taking back the goods, if a risk to our property is feared. Even in this case the exercising of the retention of title does not count as a withdrawal from the contract.

6. Notwithstanding the payment obligations of the purchaser we are authorised to sell the recovered goods either independently under the best possible terms and to credit the proceeds, or to credit the contractual price – minus discounts, rebates and any other reductions, and by deducting depreciation at 30% per commenced year of use (basic contract price) without producing evidence. We are also authorised, in all cases, to deduct from the costs incurred by taking back the goods the credited amount, amounting to 20% of the credited amount. The customer retains the right to provide evidence of a lower actual depreciation rate and lower costs incurred by taking the goods back, and we also have the right to provide evidence of higher costs.

7. The customer is obliged to issue the necessary information in order for us to assert our rights, and to hand over the required documentation. In the event of interventions by the creditors of the customer, in particular in case of a seizure, the customer has to notify us immediately by recorded delivery and has to bear all the costs of measures to avert the intervention.

8. If the value of securities we hold exceeds the value of our claims by a total of more than 20%, not just temporarily, then we shall make securities available for the corresponding amount, at our discretion.

9. The customer has to insure the retained goods sufficiently, in particular against fire and theft. Claims made to the insurance company from damage to retained goods shall be transferred to us immediately to the value of the retained goods. The customer has to inform its insurance company of the transfer of claims.

10. In spite of the retention of title, the customer shall bear the risk of loss and deterioration of the retained goods.

X. Guarantee/ liability

1. Defects on delivered objects and the lack of guaranteed characteristics have to be reported to us, in writing and in detail, within a week of receipt. With defects that are not immediately recognisable, a written statement has to be made as soon as the defect is determined.

2. If a justified complaint of a defect is made within the stipulated time, we shall, at our discretion, either remove the defect or deliver a defect-free part (replacement delivery). At our request the customer shall return defective goods to us, carriage paid; if the complaint turns out to be justified then we shall bear the costs of the cheapest method of return delivery. If the defect is only minor or if the working and travel expenses of employees contracted with the removal of the defect are disproportionately high in relation to the defect, then we can demand that the customer bears the working and travel expenses of our employees for the removal of the defect. If it emerges in the examination that cleaning and adjustment work is necessary, they are not covered by the guarantee and will be charged separately to the customer.

3. If it is unreasonable to expect the customer to take further remedial action, and if the remedial action has no effect, then the customer can, in principle and at its discretion, merely demand a reduction in the compensation or cancellation of the contract (withdrawal). In case of a minor defect the customer is not, however, entitled to a right of withdrawal. If the customer decides to withdraw from the contract, then it is not entitled to any compensation claims due to the defect.

4. The guarantee period is 12 months for brand new machines and 6 months for renovated machines. The guarantee period begins upon receipt or acceptance of the delivered object or as soon as it has reached 2,500 operating hours. The period for the defect liability for the delivered object is extended by the duration of an interruption in operation caused by repair work.

5. If the customer modifies the delivered product without prior agreement, then guarantee claims are ruled out.

6. We cannot be held liable for defects caused by natural wear and tear, damage which occurs as a result of improper treatment, particularly due to incorrect storage, or as a result of a special use of the goods which has not been agreed to by us in each individual case.

7. If third party materials are supplied by the customer for processing, we cannot provide any guarantee of their suitability. We therefore cannot accept complaints which are related to supply goods.

8. We can delay with the removal of defects, if the customer has not fulfilled its obligations to us.

9. In cases of gross negligence or malicious intent we are only liable according to legal stipulations.

Furthermore, we are only liable in accordance with the Product Liability Act for injury to life, limb or health or due to the culpable violation of essential contractual obligations. Claims for compensation due to the violation of essential contractual obligations are, however, limited to damage that is typical of this type of contract. Our liability is also limited in cases of gross negligence to damage that is typical of this type of contract, if none of the exceptional cases listed in clause 2 of this paragraph occur.

The liability for damages caused by the delivered item to legal goods of the customer, e.g. damage to other items (lost profit), is completely ruled out. This does not apply if malicious intent or gross negligence is present or in case of injury to life, limb and health. These regulations shall extend to compensation for damages, as well as payment and compensation instead of service, regardless of the legal grounds, in particular due to defects, for violation of obligations arising from the contractual obligations or from impermissible action. They shall also apply to claims for compensation for wasted expenditure. The liability for default and nonperformance, however, is defined in IV, figure 3. If our liability is limited or excluded due to the above conditions, then this also applies to the personal liability of our employees, colleagues, representatives and vicarious agents. The liability regulations also apply to our written and verbal consultation and in tests or otherwise; the customer is in particular not released from its obligation to test the suitability of goods for their intended purposes.

XI. Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship, including complaints related to bills or exchange and cheques, is the District Court of Nuertingen or the State Court of Stuttgart.

We can also lodge complaints at the court that has jurisdiction in the area where the customer is registered.

XII. Applicable law, binding version and the binding nature of the contract

1. Only the law applicable in Germany shall apply to mutual legal relationships. The provisions of the UN Purchasing Law do not apply.

2. The General Terms and Conditions are composed in German and English. The German version of the General Terms and Conditions is binding for the rights and obligations of the contractual partners as well as for all cases of doubt and interpretation.

3. The contract agreed between us and the customer also remains binding if individual conditions of the contract or the General Terms and Conditions become legally invalid. An invalid condition shall be replaced, in all good faith, with a new condition which comes as close as possible to the purpose of the invalid condition and ensures the fulfilment of the economic purpose of the contract.

Version 3/2010

Annex

Information for the start-up of HOLZ-HER machines by our technicians, if this was agreed in the contract:

Some points to ensure that a technician will be able to quickly and smoothly install your HolzHer machine and stage a demonstration.

Prior to asking for a technician for the start-up, please observe the following items:

1. Check the items covered by the contract by the means of the acknowledgment of order or invoice for the completeness of the equipment and the accessories as well as for damages and faults.
2. Check whether potentially necessary foundations were prepared according to our plan.
3. Unload the machine, unpack it and remove the wooden substructure.
4. Place the machine on the spacers supplied with it and remove conservation materials.
5. Have the machine connected to electricity supply, pneumatic and suction system; please take care that sufficient electricity supply is available.
6. We naturally need sufficient time for planning and the start up of your machine. Please let us know in time the date you require an engineer.



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Parties involved with this document

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Tue, 25 Aug 2020 22:20:40 +0100	Randy Odenbrett - Signer (fecfb7e19f4063f7fc0e24e70be0fef0)
Fri, 11 Sep 2020 14:16:04 +0100	Peter Fritsch - Signer (75e2198e7a8747a10b0d87152a9cf620)

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