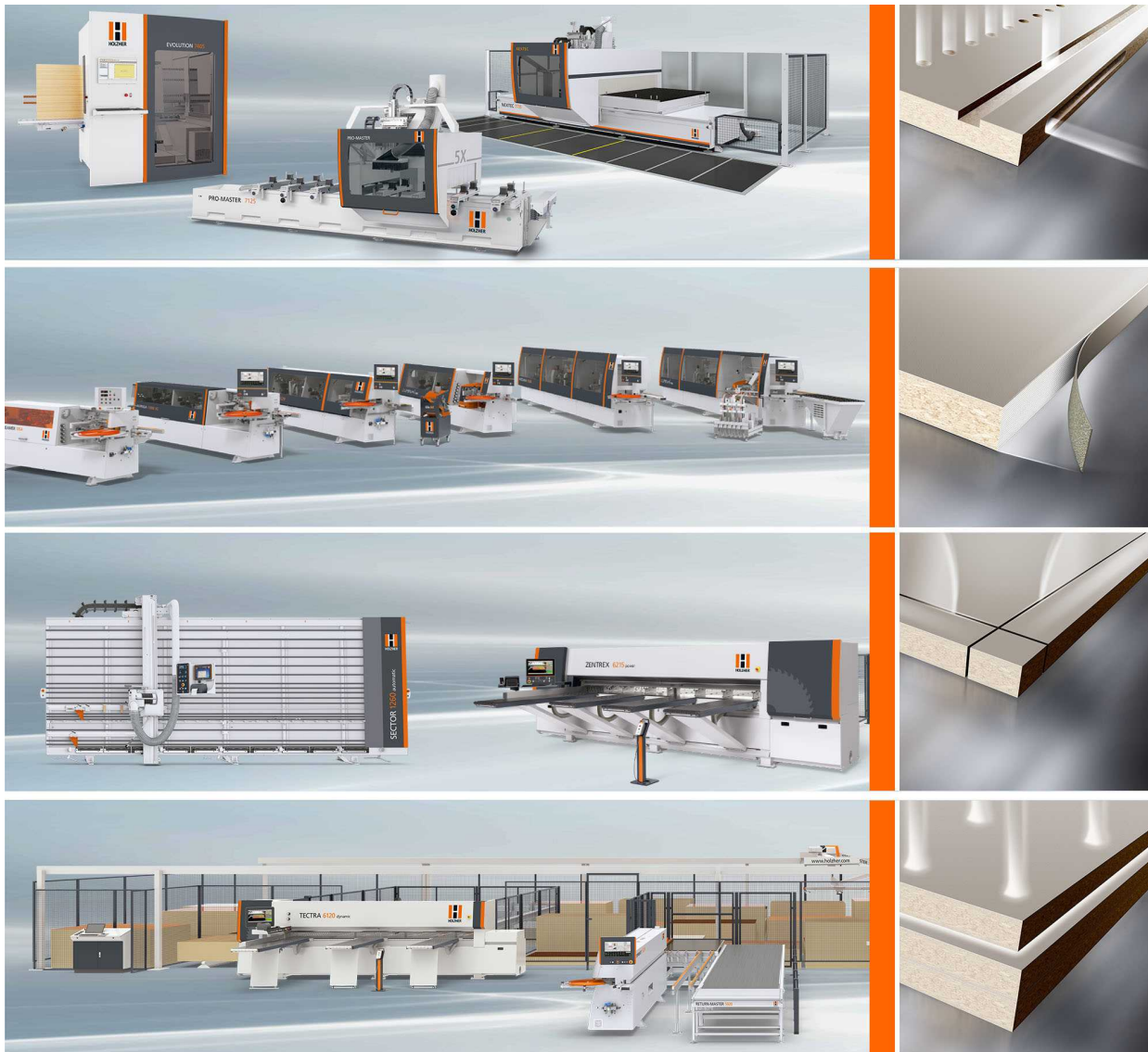


Precision and productivity for the panel processing  
Everything from a single source. Everything 100%!



## Offer

STORE-MASTER 5110 Automatic Panel Storage System

**THE BLEDSOE GROUP**  
**12783 ORCHARD AVE**  
**NAMPA ID 83651**  
**USA**



## Offer

HOLZ-HER 124 Crosslake Park Drive Mooresville, NC 28117

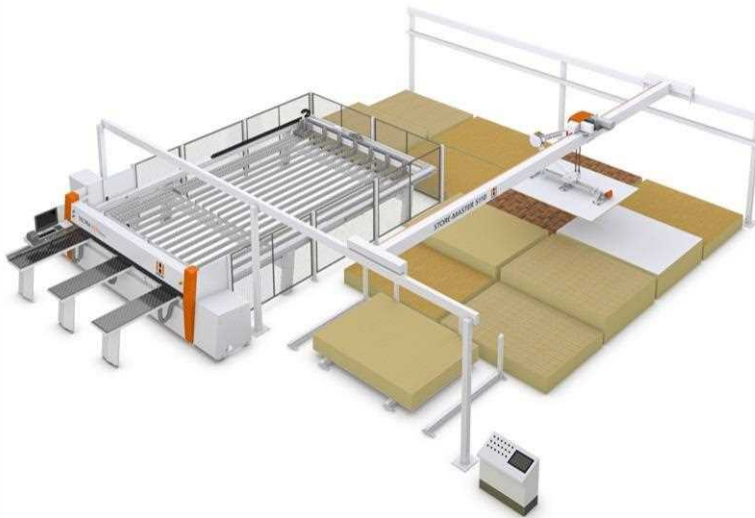
Your HOLZ-HER expert:

**THE BLEDSOE GROUP**  
**12783 ORCHARD AVE**  
**NAMPA ID 83651**  
**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 **445870/5**  
 Your phone no.: **+1 2084330033** Your fax no.: **+1**  
 Your e-mail: **cthomas@thebledsoegroup.net**

Customer: **1619683**  
 Date: **8/17/2020**  
 Our ref.: **/MIC**



### STORE-MASTER 5110 Automatic Panel Storage System

**7,5 m WIDTH**

Total price for you

**\$ 238,000.00**

Equipment according to following technical specification.

## Commercial terms and conditions

### **TIME OF DELIVERY**

Delivery date approx. APPROXIMATELY 6 MONTHS FROM ARO AND DEPOSIT

### **TERMS OF DELIVERY**

Quoted price is F.O.B. [free on board], Charlotte, NC  
Incoterms 2020

### **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**

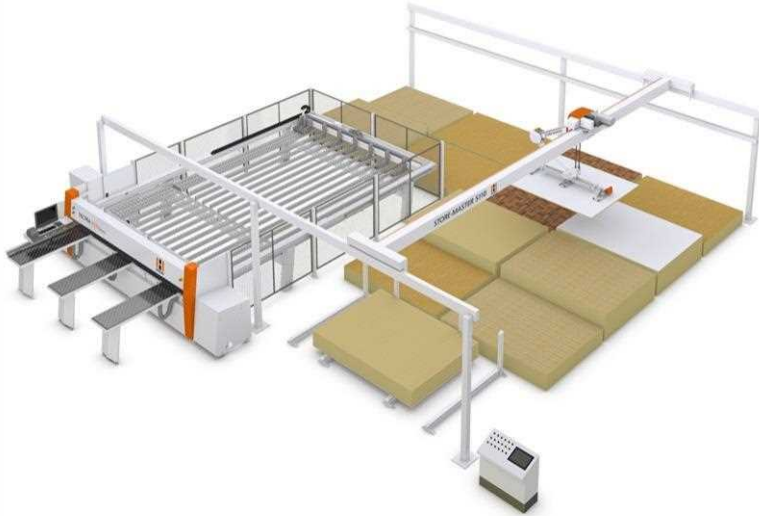
Installation and training included.

Best regards

HOLZ-HER US Inc.

## Technical Specification

### STORE-MASTER 5110 Automatic Panel Storage System



#### STORE-MASTER 5110 Automatic Panel Storage System The intelligent solution for increasing your productivity

- 30% to 50% space reduction
- Minimum distance between stacks (down to 70 mm) -> optimum utilization of available space
- Damage excluded, panel separation check with weight measurement
- Fully automatic process (storage/retrieval) as well as charging machines
- Up to 30% increase in sawing capacity
- Uninterrupted supply to machines even when changing to a different material
- Flexible, priority-controlled processing of jobs, incl. dynamic preparation
- Adjustable for all panel formats (1.2 m to 5.6 m) depending on the option
- Special line of grippers for thin materials with minimum material thickness optionally down to 3 mm
- Panels can be turned 90°
- Panels in stock and statistics can be called up at any time, incl. graphic depiction
- High speed cycling times
- High dynamics for minimum energy requirements
- Automatic return of remnants to storage only from beam saw
- Weight-optimized, stable design, flexible layout and size
- Minimum overall manipulator height

## DIMENSIONS and LAYOUT

### 7,5 m WIDTH

#### **STORE-MASTER 5110 Automatic Panel Storage System**

**Outer dimensions: Length: 28,5m, Width: 7.50m**

For intelligent storage management and automatic machine charging.

## BASIC DESIGN

Steel uprights as well as crane tracks produced using high quality steel, painted RAL 7035.

Energy chain rails, with energy chain of long wearing, impact-resistant synthetic material as well as copper and fiber-optic data transfer cables designed to withstand dragging.

**Drive:** Synchronous operation via upright shaft using frequency-controlled AC motors - all drives interconnected in energy network for maximum power savings (braking energy is recuperated)

## TECHNICAL DESCRIPTION

### Maximum panel size

Maximum panel size = **4.20m x 2.10m** (L x W)

Minimum panel size: 1.40m x 0.60m (L x W)

### Maximum hoisting weight:

The maximum hoisting weight is 200kg.

**Stack height 1.80 m:** max: 2.00M,

maximum hoisting height = 2.10m

**Drive power:** horizontal drive power **1.5 kW**.

**Traveling speed:** horizontal approx. 120 m/min  
vertical approx. 45 m/min

Manipulator suitable for **light weight, smooth air permeable material**, such as coated particle board (painted, Formica), wood core plywood, unfinished MDF, unfinished HDF, unfinished chipboard (good quality) **min. 8 mm thickness**, thinner or raw materials after technical clarification on demand

**Vacuum power for suction cups on manipulator 40 m<sup>3</sup>/h  
for a mix of material in the warehouse e.g. mdf boards or  
chipboards**

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### Technical Prerequisites and Specifications

**Pneumatic connection:** 6 bars; 30 l/min.

**Floor thickness:** min. 200 mm

**Floor quality:** Industrial floors, concrete C25/30 XC1

**Floor battens:** to be provided by client

**Ambient temperature:** +5 to +40 °C

**Network cable:** to be provided by client in area of switch cabinet

**Standby circuit:** automatic, included all load not in use

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**Connection power:** 6 kW

**Operating voltage:** 220 V, 60 Hz, 25 A prefused

Additional modification:

inclusive transformer for 4.. V

Note: Operating voltage on site will be announced by the customer

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### PORTAL MANIPULATOR



#### Portal Manipulator

Portal bridge with oscillation attenuation, manipulator head with hoisting device as well as steel gripper arm, painted RAL 7035; space-saving design with low overall dimensions;

articulated arm design with **direct drive over steel belt**

ensuring minimum wear and minimum sensitivity to oscillation.

Guided by long-life, impact-resistant special rollers - **for maximum noise reduction.**

**Gripper**

Space-saving light-weight design and state-of-the-art vacuum lifting and separating technology with highly resilient bellows-type suction cups as standard feature.

Control ensures automatic adaptation to all panel sizes.

**Electronic Panel Position Detection**

Electromechanical control with sensors for electronically checking position for permanent control and correction of panel position during manipulation.

Minimum distance between panel stacks 70mm.

**Electrically Driven 0 - 90° Pivot Axis**

Turning device for optimum stacking and correct positioning on saw, e.g. cross-wise cuts.

**Panel Rotation Correction**

The panels are measured by sensors and stacked carefully to prevent the panels from damaging one another.

**Positioning accuracy: +/- 20 mm**

**Separation Device and Weight Measurement**

An integrated weight measuring device ensures that thin panels are properly separated preventing several panels from being picked up simultaneously by the suction cups. The system recognizes material tolerances.



**STORAGE and RETRIEVAL LOCATION**

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**Storage Stands**

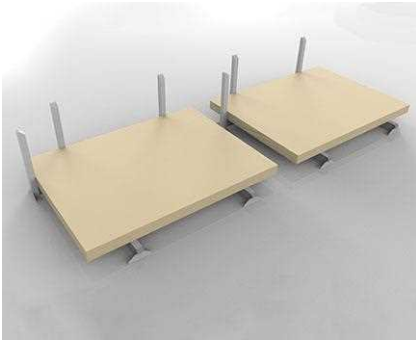
2 steel storage stands, painted RAL 7035;  
incl. safety light barriers

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**Support stand for storage location**

As additional support for thin panels

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**stops for storage location**

As additional support for narrow panels (>1,20 m)

**laterally stop buck**

necessary, if different package sizes has to be inserted

---

**Additional Storage Location**

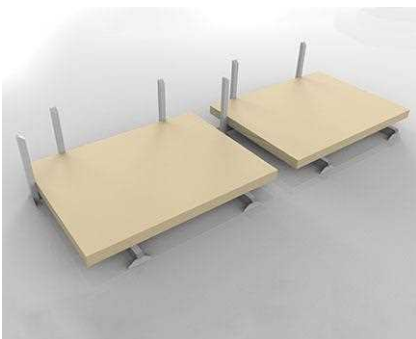
For increasing storage capacity when large quantities of panels are delivered, additional reduction of stacking time.

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**short, additional support stand for storage location**

As additional support for thin panels

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**Additional stops for storage location**

As additional support for narrow panels (>1,20 m)

**laterally stop buck**

necessary, if different package sizes has to be inserted

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## 2 Additional support stand for storage location

As additional support for panels over 3,20 m length

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### **Additional Light Barrier for Storage and Retrieval Location**

Allows simultaneous retrieval and storage operations, e.g.  
panel storage in location 1 and simultaneous retrieval from location  
2  
with stacker

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## **CHARGING**

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### **Direct Machine Charging**

Panels are moved directly from storage to machine. A release  
signal is requested from the machine before loading panels from  
above.

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## **SOFTWARE**

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### **Storage Software**

- Autom. optimized stack layout based on use statistics
- Autom. reorganization of stacks
- Priority-controlled operating sequence
- Management of remnants, cover and protective panels possible
- Double data storage of basic data
- Data import and export
- Software link to AV system, etc.
- Integration of storage PC in company network allows data to be  
called up on all other PC's in network as well as remote  
maintenance via Internet.

## Connection to HOLZ-HER Pressure Beam Saw and/or Nesting CNC-machine

### Requirements for Beam Saws Type TECTRA and ZENTREX:

- Communication module storage systems (comes standard with all Dynamic versions)
- One-For-All package with additional roller-beams and the max. amount of workpiece clamps
- Office software OptiBase, OptiBase Plus or OptiPRO (**also for data import from standardized CSV-files** - according to HOLZ-HER requirements)

### Requirements for Nesting CNC Type DYNESTIC:

- Communication module panel storage system (AUT 14D)
- Software module interface to STORE-MASTER software
- BetterNest Nesting Software incl. job-list
- **Optional for data import from 3rd party software via standardized CSV-files** according to HOLZ-HER requirements
- **software module Warehouse Pro** (In all cases it has to be ascertained if and to what extent the Warehouse Pro will have to be customized.)

5063551

### **Automation-PRO - Production Control Software and Computer**

The HOLZ-HER Automation-PRO package ensures efficient, transparent and traceable production. The package consists of a computer on which the software and the database for production control with HOLZ-HER machines and a STORE-MASTER panel storage and handling system are pre-installed.

The computer must be integrated into the company network by an IT specialist on the customer side and is supplied without its own monitor.

The HOLZ-HER Warehouse also installed serves to manage orders via the integrated warehouse database in the office. The Store-In module is used for data comparison with the stock of the STORE-MASTER panel handling and storage system.

The import and export function for data from third-party software is carried out via the **Warehouse Production List** in the standardised HOLZ-HER format. (CSV)

Several orders can be combined and produced as a collective order.

A filter function allows the selection of parts with certain properties. For changes to the machining programs for HOLZ-HER pressure beam saws or CNC machining centres, these can be called up individually.

The integrated workpiece management list enables the manual insertion and modification of workpieces and their quantity.

The material database is part of the warehouse software. The data comparison takes place automatically.

The standard production control is configured with a process optimized for CabinetControl.

Adjustments to hop macros, label designs deviating from the HOLZ-HER standard labels, import filters, etc. must be offered separately.

***For full functionality of the HOLZ-HER machines integrated in the network, the OptiPro office optimisation must be enabled on the HOLZ-HER network computer via the software keys to be ordered with the machines in order to operate the pressure beam saw or the CAMPUS office software from V7 for machining centres.***

***To integrate a HOLZ-HER nesting machine into the system, the BetterNest nesting software license (rectangular or free-form nesting) pre-installed on the warehouse computer must also be activated via the BetterNest dongle to be ordered with the machine.***

**For the correct configuration of the computer, please specify the exact machine types to be connected when ordering!**

Z100\*

### **Programming day(s) for adjustment of data to standard interface - price per day**

Adjustment of the HOLZ-HER standard interface for pressure beam saws and/or nesting CNC to customers requirements.

Clarification of future data flow and required software components.

All formats that differ from the standard HOLZ-HER CSV data-interface or formats have to be checked and **offered at cost!**

### **REMNANT RETURN**

#### **HOLZ-HER**

124 Crosslake Park Drive Mooresville, NC 28117  
Phone: 704-587-3400 Fax: 704-587-3419

**Panel remnants are automatically returned** to storage.

The manipulator picks up the panel remnants only at the saw and moves them to a suitable location in storage.

At **max. panel size 3,20 m** remnants of min. 1,80 x 0,85 m are possible.

At **max. panel size 4,20 m** remnants of min. 2,10 x 0,85 m are possible.

At **max. panel size 5,60 m** remnants of min. 2,10 x 0,85 m are possible.

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## CONTROL and ELECTRICAL SYSTEM

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### Control

The heart of the system is the switch cabinet with industrial PC Win7, incl. switch cabinet, with RAL 7035 powder finish, with safety equipment to valid Austrian standard, complete PLC control, built-in control panel for storage with touch screen monitor as well as keyboard and mouse.

### Electrical System

Wiring between individual electronic components, network connection. Management of the entire storage system incl. capture of operating data is accomplished here.

## SAFETY PACKAGE

### Safety Package

Consisting of safety fence one length and one width, including required light barrier for hazard areas at one storage and retrieval location, revolving door, door contact switch, CE approved, steel, RAL 5008, fence uprights painted RAL 7035.

## ADD-ON OPTIONS

SOEZ

### Thin panel option

special gripper for thin materials, for raw MDF or chipboard, from material thickness of 4 mm or impermeable panels

1.5 mm

after technical clarification by sample panels test

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13 Additional security (fence elements per meter)

500551

### 2 2D Barcodescanner, Bluetooth

Wireless, for mobile use

5054118

**Software for Additional User in Network**

For managing ordering and storage from one external PC

**REPLACEMENT PARTS and GUARANTEE****Hotline Service**

Setup of remote maintenance for automatic storage; incl. all hardware components and software applications, incl. one year of hotline service.

**Initial Stock of Spare Parts**

Consisting of: 1 steel belt, 1 each inductive switching sensor M12, and M18, 1 reflex light button, 1 bellows-type suction cup

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

**PACKAGING**

5042346

**Container Packaging for 40ft Container**

Manipulator on pallet or wood frame wrapped in special foil, incl. moisture protection, packaging dimensions matched to overseas container

**TRANSPORT**

ZF00

Transport and Freight Cost

KT 2470276

Transport insurance

Note: Organization an payment by HHUS in consultation with HH shipping departement.

**SERVICE**

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KP ZI00

**Installation and training 12 days up to 30 m length**

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

Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge of 25%.

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.

Works 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

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ZI00

**Installation and training per additional storage location**

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

Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge of 25%.

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.

Works 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

ZI00

**Installation and training per additional light barrier**

incl. expenses, plus hotel costs, plus costs for flight/car, etc., plus costs for the time taken to travel to and from the site  
Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge of 25%.

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.

Works 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

ZI00

**13 Installation per additional meter fence**

incl. expenses, plus hotel costs, plus costs for flight/car, etc., plus costs for the time taken to travel to and from the site  
Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge of 25%.

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.

Works 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.

ZI00\*

**Production support (3 days)**

incl. expenses, plus hotel costs, plus costs for flight/car, etc., plus costs for the time taken to travel to and from the site  
Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge of 25%.

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

ZI00

**Installation Automation PRO (2 days)**

Z100

**Connection per machine to the storage system (3 days)**

standard installation days for machine not included  
incl. expenses, plus hotel costs, plus costs for flight/car, etc., plus  
costs for the time taken to travel to and from the site  
Concerning installations from the 11<sup>th</sup> hour we calculate a surcharge  
of 25%.

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

**not included:**

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

Z100\*

**Project management:**

technical testing, capacity assessment, benefit-oriented positioning  
of the project components, optimal space utilization including  
classification of the panel formats for an ideal space optimization,  
testing of cost-effectiveness, logistics planning, after sales

Z100\*

**Creation of the customer specific layout - 2D / 3D**

Z100\*

**Consulting by product expert:**

Consulting for the ideal workflow and material flow; selection of the  
most efficient machines in the project, reference videos, showroom  
system, online meeting, explaining the most efficient solution for  
customer requirements

**GUARANTEE**

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

Total price for you

**\$ 238,000.00**



## 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.

5. 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.

## HOLZ-HER

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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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