

Automation Within Reach - Terms and Warranty

AWR machine tending brings simple, versatile, and affordable automation to CNC machine users whose customers demand a broad range of parts produced in small lot sizes at increasingly competitive price points. An accessory for your proven CNC machine, the new AWR solution brings modern-day design and user experience to manufacturing.

1. INSTALLATION

The customer is responsible for the plant site preparation, all plant utility drops to the proposed equipment, all in-plant rigging as well as the disposal of all packing materials. The pre-installation guides located on our distributor portal outline these critical success factors and requirements.

The AWR Distributor personnel will supervise the locating of the proposed automation equipment and will complete the installation, leveling and wiring of all pieces of automation equipment proposed.

Installation, start up and training will be typically completed within one week.

1. TRAINING & START-UP SUPPORT

The AWR Distributor will provide system training on how to operate and maintain the equipment supplied. This program will be tailored to the individual client's requirements based on personnel staffing and experience.

This training is intended to teach experienced machine operators and technician's proper procedures for safe operation of the automation equipment supplied. It instructs personnel on safe and proper operating procedures, troubleshooting, fault recovery procedures, and basic maintenance. The program is not a robot programming course.

- One day of training and start up support is provided.

Customer personnel responsible for the troubleshooting and operation of the system should be trained.

Customers' equipment build specifications supplied after the proposal submission will subject this proposal to final review and possible price adjustments.

All on-site labor and training is based on an eight (8) hour workday, 8 a.m. to 5 p.m., Monday through Friday. Weekends and holidays are not included.

2. FREIGHT

F.O.B. - Dayton, Ohio are the standard freight terms unless otherwise stated on the purchase order. The customer will be invoiced for the actual freight expense.

Note: All buyer supplied items must be shipped to AWR freight prepaid (Not Typical)

3. SALES TAX

No federal, state, provincial, use taxes, or tariffs are included in this proposal. If any work permits or other similar requirements exist, they are the buyer's responsibility.

4. PAYMENT TERMS

- 20% due 25 days after the receipt of order
- 80% due 25 days after shipment

These payment terms apply unless otherwise specified on the purchase order. Installation and start up delays beyond the distributors control are not cause for non-payment. All invoices are due upon receipt.

5. WARRANTY

All labor, parts, engineering, and craftsmanship furnished in connection with the automation system proposed, its installation and programming will be covered by a full one (1) year warranty against defect starting at completion of installation but not exceeding fifteen (15) months from the receipt of product delivery. Robots are covered by a full one-year parts and service warranty supported directly by the Robot Manufacturer. Purchased components used in the integration carry the balance of their original manufacturers' warranty. This warranty does not cover expendable items. AWR will not be responsible for shipping or travel warranty related expenses. Upon receiving notice of failure relating to materials and/or workmanship furnished, affected part or parts shall be replaced promptly with new parts at the expense of AWR. AWR is not responsible for charges connected with the removal of such products or reinstallation of replacement or repaired parts. Nor shall AWR be responsible for labor or any other associated charges. After the replacement of a defective part, AWR warranty shall continue the remainder of the original Limited Warranty period or one (1) year, whichever is longer. Please note that it is the user's responsibility to minimize system damage when problems arise, therefore continued use of any equipment that compounds damage to the equipment will not be covered.

The warranty specifically excludes the following items:

- Consumable items.
- Accessories or peripherals provided by the seller are subject to the warranty issued and provided by the manufacturer of the product(s). The buyer receives the balance of the original manufacturers' warranty.
- Damage during unpacking, set-up, installation, or any programming changes or control modifications made that are not in accordance with user instruction.
- Damage to the robot, automation, controls, or accessories during transportation from the F.O.B. point, Dayton Ohio unless specified otherwise.
- Damage caused by neglect, improper use or application, lack of proper required care and / or maintenance.

There shall be no other warranty, expressed or implied with respect to the machine except the warranty or warranties contained herein. Machine Tool warranties are separate and apart from this warranty declaration.

AWR will provide parts and shipping for product recall and allow reimbursement up to 75% of the Service Rate Schedule as specified in this agreement.

6. SERVICE RATE SCHEDULE

Standard Work Hours	8:00 am — 5:00 pm Monday through Friday (or purchaser's regular daytime shift hours)
Weekday Overtime Work Hours	After 5:00 pm Monday through Friday
Weekends & Holidays	12:00 am — 8:00 am of next standard workday, Saturday, Sunday, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve through New Year's Eve

Hourly Rates	Standard Work Hours	Saturday & Weekday Overtime Work Hours	Weekends & Holidays
AWR technician	\$225.00	\$315	\$405

Notes: 1.) The minimum charge is four (4) hours for all categories.

Travel & Living Expenses	
Travel Time Expense	\$130 / hour + 67¢ / mile
Living Expense	Actual cost + 10% handling fee
Miscellaneous (parking, tolls, etc.)	Actual cost + 10% handling fee

AWR offers training, engineering, process development or service work outside the scope of this proposal according to our standard rate structure.

STANDARD TERMS AND CONDITIONS OF SALE APPLYING TO GOODS SOLD BY**GOSIGER AUTOMATION, LLC****(HEREINAFTER THE “SELLER”)**

1. Acceptance. Buyer's order is conditional on acceptance by Seller and on Buyer's assent to the terms and conditions of sale herein, and any other terms and conditions stated in Seller's proposal or specification attached hereto or any acknowledgment, invoice, or other document issued by Seller of which these terms and conditions are a part, as the sole terms and conditions of sale (collectively, the “Terms”). Seller hereby rejects any conflicting, different, or additional terms and conditions proposed by Buyer, unless otherwise specifically consented to in a writing signed by a duly authorized officer of Seller. To the extent that Buyer attempts to place an order with Seller with open-ended terms (such as, but not limited to, without an end date that has been specifically agreed to in writing by an authorized representative of Seller or without a firm quantity commitment that has been specifically agreed to in writing by an authorized representative of Seller), such open-ended terms are specifically rejected by Seller and shall not be deemed to be part of any agreement or arrangement between Seller and Buyer. Acceptance of any good or part thereof delivered by Seller or other assent by Buyer to the Terms shall constitute an agreement to all of the Terms, including, without limitation, Seller's limitations of warranty and liability. In addition to that which is provided herein or consistent with law, any good or part thereof shall be deemed accepted by the Buyer when such good or part has been installed or tested to be operational.

2. Delivery; Force Majeure. Unless otherwise stated on the face hereof or otherwise agreed to in a writing signed by a duly authorized officer of Seller, all goods or parts thereof are delivered F.O.B. Point of Origin, whereupon all expense, risk of loss, and damage shall be upon Buyer. Title to any good or part thereof shall pass to Buyer only upon receipt by Seller of all sums due to Seller, but such title shall remain subject to any lien or security interest granted by Buyer to Seller. The buyer shall pay all shipping and freight charges for any good or part thereof, including, without limitation, costs of packing and shipping defective parts and/or replacement or repaired parts. Delivery dates and production figures are approximate and are based on the prompt receipt by Seller of all information and materials it deems necessary. Seller reserves the right to make deliveries based on information contained in prior orders of Buyer on file with Seller. Failure to deliver within the time estimated shall not be a breach of contract on Seller's part, and in no event shall Seller be responsible for, or Buyer be entitled to, any damages of any kind whatsoever arising out of or relating to any such delay in delivery. Without limiting the foregoing, acceptance of any good or part thereof by Buyer shall constitute a waiver of any and all claims for delay. Seller shall not be liable for delay or failure to fulfill any of its obligations to Buyer due to causes beyond Seller's reasonable control, including, without limitation, acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes, floods, storms, quarantine restrictions, war, riot, delays in transportation, shortages, inability to obtain necessary labor, fuel, material or Seller's manufacturing facilities, or due to any other commercial impracticability. In the event of any such cause, Seller may, at its sole option, either extend the date of delivery for a period equal to the time lost by reason of the delay or cancel the order, in whole or in part.

3. Warranty. If ANY good OR PART THEREOF SOLD BY SELLER TO BUYER IS the product of a manufacturer other than Seller, SELLER HEREBY ASSIGNS TO BUYER, TO THE EXTENT ASSIGNABLE, SUCH MANUFACTURER'S WARRANTY FOR SUCH GOOD OR PART, AND SELLER SELLS such good or part TO BUYER “as is” and “with all faults” and Seller disclaims, and there shall be excluded from the relationship between Buyer and Seller, any warranty, written or oral, statutory, express or implied, including, without limitation, any warranty of title and any warranty of merchantability or fitness for a particular purpose with respect to SUCH good OR PART. If any good or part thereof sold by Seller to Buyer is the product of Seller, Seller warrants that each such good or part delivered to Buyer will, at the time of delivery, be the kind designed or specified on the face hereof or as otherwise described in the most recent writing delivered by an authorized representative of Seller to Buyer, and no other warranty, except of title, shall be implied. If any such good or part, which, under normal operating conditions in the plant or location of Buyer, proves defective in material or workmanship, as determined, at Seller's sole option, by an inspection by an authorized representative of Seller, at Seller's sole option, Seller will refund the purchase price therefor upon return to Seller of such good or part or Seller will repair, rebuild, recondition or replace free of charge, F.O.B. Point of Origin, such defective good or part provided, in each case, that Buyer promptly, and in any event no later than fifteen (15) months from the date of delivery or, if the good or part thereof is installed by Seller, twelve (12) months from the date of installation, sends written notice to Seller of the defect and establishes, to the satisfaction of Seller, that such good or part has been properly and customarily installed, maintained, and operated. Notwithstanding and without limiting the foregoing, Seller shall have no obligation to repair or replace any perishable good or part thereof or any good or part thereof damaged by misuse, accident, negligence, improper installation, unauthorized or improper maintenance or equipment application, any good or part thereof that is altered outside of Seller's plant, or any good or part thereof while Buyer is in default of any of its obligations to Seller. THE WARRANTIES STATED IN THIS PARAGRAPH ARE EXCLUSIVE AND IN LIEU OF, AND THE SELLER HEREBY DISCLAIMS AND THERE SHALL BE EXCLUDED FROM THE RELATIONSHIP BETWEEN BUYER AND THE SELLER, ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Upon request of Buyer, Seller may, but is under no obligation to, provide Buyer, in Seller's sole discretion and subject to Seller's terms (including, without limitation, for such fees as Seller may charge), with labor, service, training or technical assistance with respect to goods delivered hereunder. For more information on these services, Buyer should contact Seller.

4. Working Papers. All working papers and drawings, writings, data, designs, specifications, and other materials and information provided by Seller are for informational purposes only and are not binding on Seller in any way whatsoever. All such materials and information furnished by Seller shall remain the property of Seller and are intended for confidential use only. Buyer agrees to hold all such materials and information in strict confidence and to not use such materials and information in any way detrimental to the interests of Seller. Seller reserves the right to make, at any time or times, and without notice, any change in detail, design, or construction to any good or part thereof and, in the event of any such change, Seller shall have no obligation whatsoever to make similar changes to any good or part thereof previously delivered to Buyer.

5. Buyer Specifications; Intellectual Property. In any proposal comprising a quotation by Seller for any good or part thereof that is based on Buyer's requirements as Seller understands them, Buyer acknowledges that Buyer alone has determined that materials purchased or processed will suitably meet the requirements of Buyer's intended use. If any good or part thereof provided to Buyer is to be prepared for manufacture, manufactured, or packaged according to Buyer's design, specification, or instruction, Buyer agrees to indemnify, defend, and hold harmless Seller against any claim, expense, liability, or loss resulting from infringements of patents, trademarks, copyrights, designs, and any and all other intellectual property infringements arising from compliance with Buyer's design, specification or instruction. Except as otherwise provided in the preceding sentence, if any good delivered to Buyer hereunder, or any part thereof, shall be deemed by a court of proper jurisdiction to constitute an infringement of any patent of the United States, and the use by Buyer of said good or part is enjoined, Seller shall, at its own expense and at its sole option, either procure for Buyer the right to continue using said good or part, replace same with a non-infringing good or part, modify said good or part so that it becomes non-infringing, or remove said good or part and refund the purchase price and the transportation costs paid by Buyer thereof. Seller shall, however, in no event be liable for any use made by Buyer of any good or part thereof delivered that is covered by any adversely held patent. The foregoing states the entire liability of Seller for intellectual property infringement for any good or part thereof delivered by Seller.

6. Prices. Prices are those in effect at the time an order is accepted by Seller and are subject to change by Seller without notice. If there is any material increase in the costs to Seller of goods or services that Seller uses in any unfilled order of Buyer that has been accepted by Seller, Seller, at its option, may request Buyer to adjust the price(s) applicable to any such unfilled order, and if Seller and Buyer fail to agree in writing to new price(s), Seller may, at its option and with no liability to Buyer, cancel any or all of such unfilled orders and Buyer shall have no claim against Seller with respect to any such canceled and unfilled order. Except as expressly stated on the face hereof, Seller's prices do not include sales, use, excise, and similar taxes and charges or import duties. Consequently, in addition to the price specified on the face hereof or elsewhere in any communication between Buyer and Seller, the amount of any present or future sales, use, excise, and similar tax and charge or import duty applicable to the delivery of any good or part thereof or to the use of any good or part thereof by Buyer, or any value-added or added value tax, may, at Seller's sole option, be added to the price of the goods sold by Seller to Buyer or billed separately by Seller, and in any event shall be paid by Buyer.

7. Payments. Unless otherwise agreed to in a writing signed by a duly authorized officer of the Seller, Buyer shall pay to Seller within twenty-five (25) days from the date of this document a twenty percent (20%) down payment of the total purchase price. In the event that this down payment is not received by Seller within fifteen (15) days from the date of this document, Seller shall have the right, but not the obligation, to cancel Buyer's order without any liability. Full payment on all amounts owed to Seller hereunder is due from Buyer within twenty-five (25) days following tender of delivery by Seller. Interest (at the rate of one and one-half percent (1.5%) per month (18% annual percentage rate) or the maximum legal rate, whichever is lower) will be charged to Buyer on all amounts owed to Seller hereunder that remain outstanding after twenty-five (25) days. The seller reserves the right to modify these payment terms at any time prior to delivery. Buyer's failure to pay on this or on any other obligation to Seller in a timely fashion will entitle Seller to hold delivery of accepted and/or completed orders until appropriate payment is made. Payment terms are subject to ongoing satisfactory credit approval of Buyer. Seller may, at any time or times, suspend performance and/or cancel further performance of any order or require full or partial payment in cash, delivery of security and collateral, or other adequate assurance satisfactory to Seller when, in Seller's judgment, the financial condition of Buyer or other grounds for insecurity warrant such action. Buyer agrees to pay all collection expenses (including, without limitation, all court costs, legal and administrative expenses, and attorneys' and other fees) paid or incurred by Seller to recover all amounts due to Seller. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order of Buyer then outstanding and shall receive reimbursement by Buyer for such cancellation as provided in Section 8.

8. Cancellations. An order may be canceled by Buyer only if a Buyer's written request for cancellation is accepted and agreed to in a writing signed by a duly authorized representative of Seller. Buyer agrees that if Seller accepts Buyer's written request for cancellation, any and all work that can, in Seller's judgment, be completed within thirty (30) days from the date thereof (the "Completed Work Date") shall be completed, delivered, and paid for in full by Buyer. With respect to any good or part thereof associated with Buyer's cancelled order that, in Seller's judgment, cannot or is not completed, delivered, and paid for by Buyer at the Completed Work Date, Buyer shall be responsible, and make payment to Seller, for Seller's lost profits with respect to such good or part thereof, which amount shall be computed as that portion of the work completed up to and including the date that Seller agrees in writing to Buyer's cancellation based on the purchase price and the percentage of work completed, all of Seller's reasonable costs and expenses (including, without limitation, any materials or supplies procured or for which definite commitments have been made in connection with Buyer's order), and a cancellation fee of fifteen percent (15%) of the foregoing amounts.

9. Grant of Security Interest. To secure the full and prompt payment and performance of any and all debts, liabilities, agreements, covenants, warranties, obligations, and amounts from time to time now or hereafter owing by Buyer to Seller and/or to any of Seller's affiliates (the "Obligations"), Buyer, in consideration of Seller's obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Seller, for itself and as agent for each and all of its affiliates (as the case may be, the "Secured Party") a continuing first priority security interest in and lien against any good or part thereof tendered for delivery to Buyer by Seller or any of Seller's affiliates, together with any and all additions, accessions and replacements thereto and proceeds and products thereof, whether now owned or existing or hereafter acquired or coming into existence (collectively, the "Collateral"). For purposes of this Section 9, an "affiliate" of Seller shall mean each corporation or business entity that now or at any time hereafter, directly or indirectly, controls, is controlled by or is under common control with Seller, including, without limitation, all current and hereafter existing corporations and business entities having not less than ten percent (10%) common ownership with Seller.

Buyer agrees that any good or part thereof tendered for delivery by Seller or any of its affiliates will be used primarily for business purposes. Buyer irrevocably appoints Secured Party as Buyer's attorney-in-fact with full authority to take any action and to prepare, execute and/or file any instrument that Secured Party deems necessary to carry out the terms herein and to perfect, and maintain the

perfection of, Secured Party's lien against and first priority security interest in the Collateral. The buyer agrees to pay any and all costs and expenses in connection with the actions taken by the Secured Party in connection with the preceding sentence, or to reimburse the Secured Party for the same. Buyer agrees not to permit any of the Collateral to become a fixture to any real estate that is not subject to a mortgage or deed of trust made by Buyer in favor of Secured Party. Upon the happening of any of the following events or conditions: (t) default by Buyer in the payment or performance of any of the Obligations; (u) Buyer becomes insolvent, is generally unable to pay its debts as they become due, makes an assignment for the benefit of creditors, calls a meeting of creditors for the composition of debts, or makes any material misrepresentation in connection with any of the Obligations; (v) there shall be filed by or against Buyer a petition for bankruptcy or for reorganization or a custodian, receiver or agent is appointed or authorized to take charge of any of its properties; (w) there shall occur any material and adverse change in the business operations and conditions of Buyer; (x) there shall occur a material casualty loss with respect to the Collateral or other security for any of the Obligations, which is not covered by insurance; (y) the Collateral or other security for any of the Obligations shall decline in value with the result that Secured Party's security for the Obligations is materially diminished; or (z) Secured Party deems itself insecure, then Secured Party may, at its sole option, declare the entire amount of the Obligations then outstanding due and payable at once and, in addition to all other rights and remedies provided herein or otherwise applicable to it, exercise all rights and remedies of a secured party under applicable law. Buyer agrees that any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of Buyer on the face hereof or as otherwise known by Seller at least ten (10) days prior to the time of such disposition.

10. Governing Law. The agreement between Buyer and Seller and the Terms shall be construed to be between merchants and shall be governed by, and construed in accordance with, the laws of the state where Seller's principal place of business is located, without application of the conflict of law principles thereof. Seller intends to comply with all laws applicable to any good or part thereof delivered; provided, however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, any of Buyer's obligations to Seller.

11. Remedies; Statute of Limitations; Jury Waiver. The liability of Seller and the exclusive remedy of Buyer for any action arising in connection with anything sold by Seller that is the subject of the Terms, or for the use or operation of any good or part sold or delivered by Seller to Buyer, whether based in contract, negligence, strict liability, tort, breach of warranty, or otherwise, is limited to that described in the Terms and shall not in any case exceed, at Seller's sole option, the cost of correcting defects in or replacing any good or part thereof as herein provided, or the price of the good, or part thereof, which gives rise to the claim (whichever is less). The foregoing shall constitute the sole and exclusive remedy of Buyer and the sole and exclusive liability of Seller. Seller shall not be liable, in any event, for direct, indirect, incidental, exemplary, special, or consequential damages of any nature whatsoever, including, without limitation, lost profits, loss of time or use of product, inconvenience, commercial loss, or injury or damage to persons or property, or failure of any good or part thereof to comply with any law. Any claim or cause of action for damages or any other remedy against Seller must be commenced within 1 year after the claim or cause of action has accrued. Any claim or cause of action which is not brought against Seller within the aforementioned time period shall be deemed irrevocably waived and forever barred, and Seller shall be forever released from liability for any loss, cost, expense, damage, AND other remedy. The buyer hereby waives its right to trial BY jury on any claim arising AGAINST THE SELLER OR IN CONNECTION WITH ANY GOOD OR PART SOLD OR DELIVERED BY SELLER TO THE BUYER.

12. Indemnity. Buyer shall use and shall require its employees and agents to use all safety devices and proper safety operating procedures, including, without limitation, those set forth in manuals, instruments, and related documents furnished or made available to Buyer. The buyer shall not remove or modify any such safety device. Buyer agrees to indemnify, defend, and hold harmless Seller from any liability or obligation incurred in connection with the operation of any good or part thereof. Buyer shall assume the sole responsibility and all risk for any and all loss, damage, or injury (including death) to any and all persons (including, without limitation, to employees and agents of Buyer and Seller) and to all property in connection with the performance of its obligations hereunder or any act or omission of Buyer, and shall indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, expenses (including, without limitation, attorneys' fees), fines, penalties, damages, and economic losses of whatsoever nature associated therewith, except for such claims, liabilities, etc. caused by the gross negligence or willful misconduct of Seller. Buyer hereby releases and waives all rights of subrogation against Seller possessed by Buyer's insurers and hereby represents that it is authorized by its insurers to grant such release and waiver.

13. Assignment. Buyer's assignment of its order, or of any interest thereof or of any right of Buyer against Seller or obligation of Buyer to Seller, without the written consent of the Seller, shall be void and shall entitle Seller to cancel such order and to obtain from Buyer the cancellation charges described in Sections 8. Seller may assign its rights and/or obligations relating to Buyer's order(s) to Seller upon notice to, but without the necessity of the consent of, Buyer.

14. General. The Terms and the document in which the Terms are included constitute the entire and only agreement by and between Buyer and Seller respecting the subject matter of orders placed by Buyer to Seller and supersede all prior agreements or understandings, whether written or oral. Any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of trade not incorporated herein shall not be binding on any party. The headings preceding any text herein are inserted for convenience of reference purposes and shall not in any way affect the meaning, construction, or effect of the text. Any failure by Seller or Secured Party, as the case may be, to exercise any right shall not constitute or be deemed a waiver or forfeiture of such right or any other rights. Only a duly authorized officer of Seller has the authority to alter, vary, or waive any of the Terms and no waiver, alteration or modification of any of the Terms shall be binding unless in writing and signed by a duly authorized officer of Seller. Unless designated in writing by a duly authorized officer of the Seller, no sales representative of the Seller shall have such authority. If any of the Terms shall be held by a court of competent jurisdiction to be contrary to any law or be deemed unenforceable, the remaining Terms shall remain in full force and effect with such contrary or unenforceable provision limited or excluded to the minimum extent required under applicable law. All rights of Seller and Secured Party, as the case may be, hereunder shall inure to the benefit of their respective heirs, executors, administrators, and assigns and all obligations of Buyer hereunder shall bind the heirs, executors, administrators, successors, and assigns of Buyer. If there is more than one Buyer, their obligations shall be joint and several.