



2844 East Kemper Road  
 Cincinnati, OH 45241  
 Ph: (513) 771-7444 Fax: (513) 326-5283  
 Toll Free: 1-800-361-3408  
 Please visit us online at [www.axyz.com](http://www.axyz.com)

Sales Order
Order Date: 1/17/2019

Bill To

Ship To

Customer PO	Ship Via	Salesrep	F.O.B	Terms

Item	Description	Ordered	UOM	Unit Price	Amount
1	PANELBUILDER ASSEMBLY,  XYZ PANELBuilder 6036 Series CNC System  MDF6798-6688  1C - 3Z ATC 10G 10 X HSD CUPS & CONES 10.8HP HSD SPINDLE 2 X 10HP ELTE SPINDLE EZ RYDER PNEUMATIC DRILL HELICAL RACK - LONG SERIES SERVO DRIVES - 3 DRIVE (X AND Y ONLY)  AUTO ZONE MANAGEMENT - PENDULUM PRECISION SPOIL BOARD 6 X POP-UP PINS AUTO GANTRY SQUARING A2MC CONTROL SYSTEM ESA / CSA CERTIFICATION  SMART CONSOLE - 7 PIN 3 X PRESSURE FOOT - HIGH CAPACITY WITH NOSE RIDER & BLUE GLIDE DONUT 2 X UNIST MISTER BARCODE READER - WIRELESS	1.00	Each	155,000.00	155,000.00

MDF6798-6688	<b>Order Amount</b>	*****
Prepayments: 77,500.00	<b>Freight</b>	*****
	<b>Total USD</b>	*****



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Item	Description	Ordered	UOM	Unit Price	Amount
	ACM CHIP EXTRACTION SYSTEM 9HP/6.8KW BUSCH MINK VACUUM PUMP MM1252AV WITH PROTECTION DEVICE  SOFTWARE: PANELBUILDER  TOOLING PACKAGE: SER-I-ACM-3  GOLD ANNUAL SUPPORT EFFECTIVE UPON INSTALLATION  5 X 2 - HOURS ONLINE TRAINING 1 X DAY - INSTALLATION 3 X DAY - ONSITE TRAINING  TERMS & CONDITIONS DELIVERY CHARGES ARE SUPPLEMENTARY & WILL BE ADDED TO THE FINAL BALANCE  PAYMENT TERMS : 50% PREPAYMENT REQUIRED UPON ORDERING   \$77,500.00 BALANCE REQUIRED BEFORE SHIPPING				

MDF6798-6688	<b>Order Amount</b> *****
Prepayments: 77,500.00	<b>Freight</b> *****
	<b>Total USD</b> *****



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Item	Description	Ordered	UOM	Unit Price	Amount	
	QUOTE - RO039598					
MDF6798-6688			<b>Order Amount</b>		155,000.00	
Prepayments: 77,500.00			<b>Freight</b>		6,300.00	
			<b>Total USD</b>		<b>161,300.00</b>	

## TERMS AND CONDITIONS OF SALE

The buyer acknowledges and accepts the terms and conditions of sale included herein which forms part of the agreement and further acknowledges that the terms and condition supersede and exclude any terms or conditions sought to be imposed by the buyer.

1. ACCEPTANCE - XYZ Automation Inc. ("seller") agrees to provide the goods in accordance with the quotation provided by the seller which is accepted by the buyer and for which the terms and conditions herein shall govern the contract to the exclusion of all other terms and conditions subject to any subsequent amendment, alteration, change or variations agreed in writing between the authorized representatives of the buyer and the seller. No purchase order submitted by the buyer shall be deemed accepted by the seller unless and until accepted in writing by the seller's authorized representative and further on the understanding and acknowledgment that the terms and conditions herein contained shall apply to the agreement between the parties. The buyer shall be responsible for ensuring the accuracy of the specification or design submitted to the seller and further for giving the seller any necessary information relating to the goods within a sufficient time to enable the seller to perform the agreement in accordance with its terms. If the goods are to be manufactured or any process is to be applied to the goods by the seller in accordance with the specification or design submitted by the buyer, the buyer hereby indemnifies the seller against all loss, damages, costs and expenses awarded against or incurred by the seller in connection with or paid or agreed to be paid by the seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the seller's use of the buyer's specification or design.
2. PAYMENT TERMS – Payment shall be made in accordance with the terms set out on the Deposit Invoice. Unless otherwise agreed in writing, the seller shall be entitled to invoice the buyer for the price of the goods in accordance with the terms set out in the purchase order or at any time after the buyer wrongfully fails to take delivery of the goods when tendered by the seller. All prices are quoted in American dollars and deliveries are F.O.B., shipping point, excluding packing, unless otherwise agree to in writing by the seller.
3. DELIVERY – Delivery date specified in orders and quotations are approximate. The seller shall not be liable for any loss, damage, delays or non-delivery due to cause beyond its reasonable control including but not limited to acts of God, acts of governmental authority, fires, floods, strikes or other labour disturbances, war, riot, delays in transportation, breakdown of essential machinery, or material shortages. In the event the seller is unable to perform the contract for any of the foregoing reasons, the seller may (at its option) cancel the order without liability save and except the seller shall return any monies (without interest) paid to the seller by the buyer by way of deposit.
4. LIMITED WARRANTY – The seller warrants to the buyer that the goods purchased will be free from defects in material and workmanship for a period of 12 months from the date of delivery. In the event of an occurrence covered by this limited warranty, as the buyer's sole and exclusive remedy, the seller agrees that it will, at its option;
  - a. replace the product,
  - b. repair or modify the product, or
  - c. issue a credit for the defective product.

The above warranty is given by the seller subject to the following limitations and conditions herein;

- a. The seller is under no liability in respect of any defect in the goods or lack of technical performance of the goods arising from any drawing, design, information or specification supplied by the buyer;
- b. The seller is under no liability in respect of any defect arising from willful damage, negligence, misuse, abnormal working conditions, improper installation, improper operation, improper maintenance, alteration or modification;
- c. The seller is under no liability under the above warranty if the total price of the goods has not been paid to the seller by the due date for payment.

The seller should have no further liability to the buyer save and except as noted herein and in particular and without limiting, the seller shall have no liability for any direct, indirect, or consequential damages incurred by the buyer or any other third party. The limited warranty constitutes the sole and exclusive remedy of the buyer for any defects in the products and is in lieu of all other warranties, whether expressed or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, lost profits, lost use or lost production.

5. CANCELLATION – The buyer is not entitled to cancel any purchase order after the acceptance in writing by the seller, save and except with the seller's expressed written consent and on terms and conditions acceptable to the seller. In the event of an unauthorized cancellation, the buyer shall be liable to the seller for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred, (including the loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the seller as a result of the cancellation.
6. ENTIRE AGREEMENT – The purchase order and the terms and conditions herein contained constitute the entire agreement between the parties and supersedes any prior representations, warranties, guaranties or agreement between the parties, whether oral or written, including but not without limiting any representation, warranty, guarantee or agreement with respect to the function, performance or performance capabilities of the goods.
7. WAIVER – Any failure on the part of the buyer to assist on the strict performance of any of the terms and conditions of the purchase order shall not be deemed a waiver of any rights or remedies of the buyer against the seller and shall furthermore not be deemed a waiver of any subsequent breach by the seller of these terms and conditions.
8. APPLICABLE LAW – Any claim or dispute arising from this agreement shall be governed by the laws of the United States of America and be subject to the jurisdiction of and determined by the federal courts of United States of America.