

BUDGETARY QUOTE



ChemCubed LLC

104 Lake Ave. South Unit 3 Nesconset, NY 11767
tel. 833-243-6333 (CHEM333) fax. 631-751-1471
info@chemcubed.com

DATE:

INVOICE #

EXPIRATION DATE:

To:

SHIPPING METHOD	SHIPPING TERMS	SHIPPING DATE	PAYMENT TERMS
FedEx or UPS freight on pallet	FOB Origin (NY, USA)	3 – 4 weeks from receipt of PO and down payment	50% advance payment / 50% at shipment
ITEM DESCRIPTION		QUANTITY	MSRP (USD)*
ElectroJet ElectroUV3D–3200 Printer Bundle		1 bundle	\$195,000

ElectroJet Brand ElectroUV3D–3200 Printer Bundle Includes:

<u>Part #</u>	<u>Material/Description</u>	<u>Quantity</u>	<u>UM</u>
C3-RIPCONTROL	Control unit with Rip software.	1	ea.
C3-DAMPER	Damper (4 / pk.)	1	pk.
C3-Ag-1037-2	Ethanol Based Silver Conductive Ink (50 ml / ea.)	1	ea.
C3-Di-7	Dielectric Insulating Ink (500 ml / ea.)	1	ea.
C3-TANK-20	20 ml Conductive Ink Tank	1	ea.

TERMS AND CONDITIONS OF SALE

1. All orders will become a contract only upon acceptance by Seller at Seller's principal place of business.
2. This agreement between Seller and Buyer (the "Purchase Order") shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller, unless specifically agreed to by Seller in writing. The Purchase Order shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller to the extent they modify, add to, or detract from the Purchase Order, shall not be binding on Seller. There are no promises, covenants, representations, or agreements, oral or written, other than as expressly set forth herein. The Purchase Order may not be modified, amended, changed, terminated, or rescinded except by a writing signed by duly authorized representative(s) of Seller and Buyer.
3. Seller warrants to Buyer that the products at the time of shipment will be free from material defects and will be in conformance with specifications agreed to in writing by the parties hereto. A reasonable variation in color, color tone quality, or finish of such products shall be acceptable to Buyer. Overruns or underruns not to exceed ten percent (10%) of the amount ordered shall be acceptable to Buyer and the excess or deficiency shall be charged or credited accordingly. Upon delivery of the products, Buyer shall be responsible for any and all costs and expenses associated with the products and shall also agree to remit any expected benefits therewithin to Seller. Except for returns made in accordance with the applicable manufacturer's warranty, the products are non-returnable for any reason whatsoever, including, without limitation, any force majeure. Buyer will promptly notify Seller in writing of any material defect in the products. Buyer's sole and exclusive remedy, and Seller's sole obligation under this warranty, shall be replacement of the defective products or refund of the purchase price thereof, as determined at Seller's sole option. All claims shall be submitted in writing to Seller within thirty (30) days of receipt by Buyer, otherwise such claims shall be deemed waived. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE HELD RESPONSIBLE, EITHER IN TORT OR IN CONTRACT, FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE INABILITY TO USE THE PRODUCTS SUPPLIED, OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE.
4. IT IS UNDERSTOOD THAT UPON REFUND OF THE PURCHASE PRICE OR REPLACEMENT, SELLER SHALL HAVE NO FURTHER OBLIGATION TO BUYER WITH RESPECT TO THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES, LOSSES, OR EXPENSES IN CONNECTION WITH, OR BY REASON OF THE INABILITY TO USE THE PRODUCTS FOR ANY PURPOSE, OR FOR DAMAGES AND/OR INJURIES INCURRED BY BUYER, ITS AGENTS AND EMPLOYEES, BY VIRTUE OF DEFECTS IN THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability on any claims for damages arising out of our connection with the Purchase Order or the manufacture, sale, delivery or use of the products shall not exceed the purchase price of the products.
5. Seller shall not be liable for any failure to perform its obligation under the Purchase Order resulting directly or indirectly from or contributed to by acts of God; act of Buyer; acts of civil or military authority; priority; fires; strikes or other labor disputes; accidents; floods; epidemics; wars; riots; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing. In the event of delay due to any such contingency, the time for performance by Seller shall be extended for a period equal to the time lost by reason of the delay. If, due to any such contingency, Seller is unable to supply the total demand for any products specified in this Purchase Order, Seller shall have the right to allocate its available supply thereof among its present and future customers and its departments, divisions, and affiliated companies, on such basis as Seller may deem fair and equitable, without liability for any failure to perform this Purchase Order.
6. Buyer shall pay the purchase price in advance or within thirty (30) days if approved by Seller unless otherwise stated by an officer of the Seller. Price is F.o.b. Seller's facility unless otherwise stated. All quotations are based on manufacturing and material prices prevailing at the time of quotation. Actual charges for material will reflect prices prevailing at the time of shipment. Actual charges are based on rates currently in effect at the time of quotation and may be changed if the order is not completed within thirty (30) days of acceptance by Seller. Any increase or decrease in manufacturing or material prices at time of shipment will be added to or subtracted from the quoted price. Individual orders are subject to credit approval by Seller and will not be accepted unless satisfactory credit terms and conditions are met and maintained. Buyer will be charged a FINANCE CHARGE OF ONE AND THREE QUARTERS (1 3/4) PERCENT PER MONTH COMPOUNDED MONTHLY, or maximum legal rate if lower, on all past due balances. Title to and risk of loss of the products passes to Buyer upon delivery to the carrier. Seller shall charge the Buyer for handling and storage at current storage rates all Buyers' property held more than thirty (30) days unless otherwise agreed to in a writing by Seller and Buyer.
7. Buyer hereby agrees that Seller shall retain a purchase money security interest in all products sold to Buyer pursuant to this Purchase Order and hereby grants Seller such a security interest. For this purpose, this Purchase Order shall also be deemed to be a security agreement pursuant to the provisions of the Uniform Commercial Code. Seller shall retain such security interest to all products now or hereafter acquired by Buyer and to any proceeds from the disposition of such products which shall act as collateral until the purchase price and other charges for the products shall have been paid in full. Buyer agrees to execute and deliver to Seller any financing or other documents as Seller may request in order to protect Seller's security interest and, in jurisdictions where permissible, hereby authorizes Seller to sign Buyer's name to and file appropriate financing statements. Upon any default by Buyer hereunder, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative.
8. Shipping date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship by the estimated shipping date and Seller shall have the right to make partial shipments. All changes to specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both, will be made.
9. Buyer shall assume all responsibility for, and save the Seller harmless from any and all violations of laws, or from any subject matter required or prohibited by law that Buyer requested printed or lithographed on or omitted from a product will be delivered free of the rightful claim of any third party by way of infringement or the like.
10. Any taxes imposed on Seller by federal, state or local taxing authorities, or other government charges upon the production, sale, shipment or use of the products which Seller is required to pay or to collect from Buyer, excluding income taxes, shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to the appropriate government authorities.
11. If no packing loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified on the front side hereof, shipment will be by a reasonable method of transportation and at Buyer's sole expense.



12. The Purchase Order shall be governed by the Uniform Commercial Code as adopted in the State of New York as effective and in force on the date of the order. Wherever a term defined by said Uniform Commercial Code is used in the Standard Provisions the definition contained in the Uniform Commercial Code is to control. Any action for breach of warranty or contract, negligence or other alleged liability arising out of this Purchase Order must be commenced within one (1) year after the cause of action accrues and must be commenced and venue for such action shall be in Suffolk County, New York. Buyer waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or improper or inconvenient venue. In the event an action is brought by Seller to enforce any of the provisions of this Agreement, Seller shall be entitled to reasonable attorney's fees and litigation expenses both at trial and on appeal. Litigation expenses shall include, but are not limited to, costs of depositions, transcription thereof, photocopying, phone calls, and other items which are reasonable, regardless of whether the subject of the expense is actually used at trial. If any portion of the Purchase Order shall be declared invalid by a court of competent jurisdiction, the remainder of the Purchase Order shall remain in force and effect.

13. All notices, demands, claims and other communications under this Purchase Order are to be in writing and sent by certified mail, return receipt requested, postage prepaid, addressed to Buyer or to Seller at their respective addresses as set forth on the face hereof. All such notices, etc. shall be deemed given three (3) days after being so posted. Either party may by written notice to the other designate a different address for receiving notices hereunder; provided however, that no such change of address will be effective until written notice thereof is actually received by the party to whom such change of address is sent.

Sign and date here to acknowledge

