

## Proposal: Kongsberg V24

**Prisco**

5-Nov

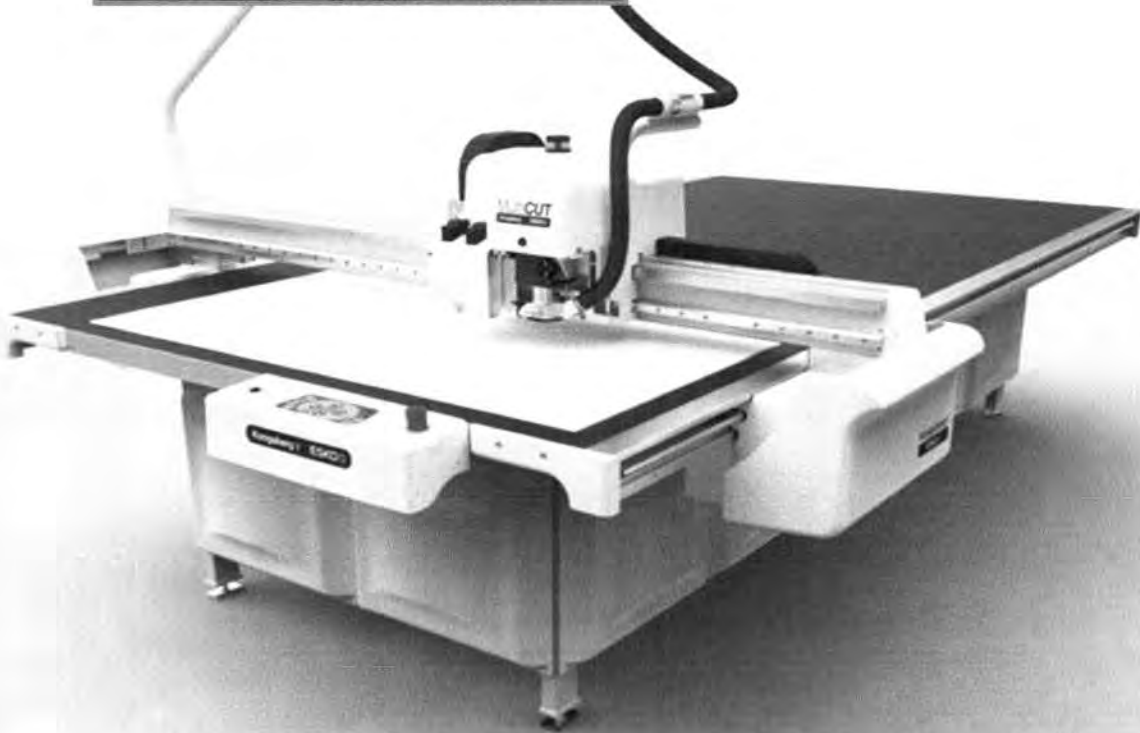
Corporate Headquarters  
26 Blanchard Street  
Newark, NJ 07105

*Created Exclusively for:*  
**Caskey Group**

*Contact:*  
Jason Martin

*Address:*  
850 Vogelsing Road  
York, PA 17404

*Telephone:*  
(800) 864-2040



This document contains confidential and proprietary information belonging exclusively to company defined above and Prisco. Configuration, equipment, recommendations and pricing may be amended to meet changing client requirements. Pricing valid for Thirty Days from date of proposal delivery.



Proposal Created Exclusively for:  
**Caskey Group**

Created On: November 5, 2015

### Kongsberg V24

Qty.	Part #	Description	Unit Price	Ext. Price
1	97AR5444	<b>Kongsberg V24</b> Active Cutting area 66" x 120" 20 inches/second maximum cutting speed All steel construction (built like a bridge) <u>MultiCut Toolhead</u> 1 kw milling spindle Two additional tool positions; used for knife & crease tools i-Cut camera X-pad: Accurately calibrates the vertical axis of all tools Vacuum for routing debris removal <u>V20 Kit</u> Front-end PC i-Cut Vision software 6kw vacuum pump, including overload relay Felt cutting underlay <u>Services</u> Freight Installation (3 to 4 days) includes technician's T&L expenses iCut training: 3-days (up to 3 participants) at Esko facility 12 Month Warranty (non-consumable parts, labor and T&L expenses)	104,889	\$104,889
1	97AR441	<b>MP HF Knife tool</b> (Multi purpose high freq. knife tool) Foamboard, ReBoard and corrugated with high recycled content.	4,940	\$4,940
1	97AR5010	<b>Rigid Material Knife Tool</b> Rigid plastics (Forex & Sintra), display carton & gasket materials	1,480	\$1,480
1	97AR789	<b>KissCutting Knife Tool</b> - Ideal for adhesive vinyl cutting	1,210	\$1,210
1	97AR5313	<b>V-notch Tool</b> (VI45-16 V-Insert) Cut materials up to 5/8" in thickness; materials including Reboard, triple wall corrugated, X-board, Falcon Board, etc.	2,500	\$2,500
1	9749631Y	<b>Crease Tool with Crease Wheel Kit (26mm)</b> Included crease wheels: 2, 3, 4, 6 & 10pt.	1,600	\$1,600
1	9648855Z	<b>i-Cut Layout Bundle</b> <u>Layout</u> : Optimize layout of bounding box <u>Graphics Preparation</u> : create automatic cut paths & bleeds. <u>True Shape Nesting</u> : layout by cut paths, not bounding box	6,160	\$6,160
1	96TR007	<b>i-Cut Remote install and basic training</b> (6 hours)	1,320	\$1,320
			<b>Subtotal:</b>	\$124,099

CONTINUED ON NEXT PAGE...



Proposal Created Exclusively for:  
**Caskey Group**

Created On: November 5, 2015

### Summary of Pricing

Qty.	Part #	Description	Unit Price	Ext. Price
1	9648363X	<b>i-Cut PDF Preflight</b> SA PDF editor with fully embedded pre-flight engine Automatically reports problems prior to printing Full text editing Reports on Image resolution Multi page support Extensive library of preflight profiles	1,410	\$1,410
1	96TR241	<b>i-Cut Remote install and basic training</b> (6 hours)	660	\$660

Subtotal: \$126,169  
Discount: (\$24,740)  
**Total: \$101,429**

Customer agrees to purchase the above described system and equipment, together with a revocable, non-transferable, non-exclusive, fully paid license to use the software contained in the equipment (the "Product"), from Prisco Digital, LLC ("Prisco"), and Prisco agrees to sell the Product to Customer, for the Total Price, subject to the terms and conditions of this Purchase Order. Prisco is a dealer for Esko-Graphics, Inc. ("Esko-Graphics"), this Purchase Order representing the resale by Prisco of the Product. The stated prices are the quoted prices for the described Product in Prisco's most recent price list; Prisco reserves the right to adjust such prices from time to time upon prior notice to Customer. Prices stated are exclusive of freight, assessments, sales, excise or similar taxes or the cost of plumbers, electricians, carpenters, mechanics or helpers, and all other charges for the System. All such charges shall be the responsibility of Customer.

THIS PURCHASE ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REFERENCE TO THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS PURCHASE ORDER AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. NEITHER PARTY SHALL BE BOUND BY ANY STATEMENT OR REPRESENTATIONS, VERBAL OR IN WRITING, NOT CONTAINED IN THIS PURCHASE ORDER.

## TERMS AND CONDITIONS OF PURCHASE

### 1. DELIVERY

(a) Esko-Graphics will pack the Product in suitable packaging and will ship the Product to the place of delivery stated on the first page of the Sales Contract (the "Site"). Orders will be shipped F.O.B Esko-Graphics' warehouse, Ohio, USA. Risk of loss or damage and title shall pass to Customer "Ex Warehouse," upon the Product being loaded for transportation.

(b) Customer is responsible for rigging of equipment at the Site after delivery to the Site. All shipments will be made by surface transportation. Customer may request an alternative shipment arrangement, but all charges will be billed to Customer. It shall be the responsibility of Customer to have the equipment moved to the area where it is to be installed at the Site, and to have all pre-installation requirements completed prior to delivery of the Product to the Site.

(c) Inasmuch as all shipments are inspected and certified by the delivering carrier as being in good order, all shipments must be checked immediately upon arrival for damage. If outside damage exists, Customer must note the damage on the Bill of Lading before signing the carrier receipt and file a claim at once with the delivering carrier. If a shipping error occurs, Customer must notify Prisco within forty-eight (48) hours after Customer's receipt of the Product or all claims shall be deemed waived. Customer may not return the Product or any portion of the Product without Prisco's written authorization.

### 2. DEPOSIT AND PAYMENT

Except as may otherwise be specified on the invoice corresponding to the Sales Contract, the amount due Prisco for the Product, shall be paid: (1) ten (10%) percent upon the execution of the Sales Contract by Customer; (2) eighty (80%) percent upon notification of shipment, prior to shipment to Customer; and ten (10%) percent upon delivery of the Product to the Site and the Completion of Installation ("COI"). Customer shall pay the invoice amount and ~~(1) all shipping charges;~~ (2) all taxes, assessments and charges relating to the Product; (3) proportionate payments on any partial shipments; and (4) interest charges of two (2%) percent per month of any amounts not paid when due (or 24 % per annum). No deductions or setoff may be made from any statement or invoice for any reason without prior written authorization of Prisco. Any unauthorized deduction shall be of no effect and shall be null and void. *T.R.*

### 3. ACCEPTANCE

(a) Customer agrees to accept the Product upon COI of the Product, and to execute and deliver to Prisco the Delivery and Acceptance Certificate provided by Prisco or, within two (2) days of the, COI, inform Prisco in writing of non-acceptance and the specific reasons for the non-acceptance.

(b) In the event that Customer has not executed and delivered to Prisco the Delivery and Acceptance Certificate, or a written statement specifying the reasons for non-acceptance within two (2) days of the COI of the Product, it shall be presumed conclusively that the Product is accepted by the Customer and acknowledged by the Customer to be in good working order and that the Product constitutes the Product specified in this Sales Contract.

(c) COI is satisfied when the Product has been installed, the training of operating personnel has been completed (which condition shall be deemed waived upon the failure or refusal of the Customer to participate in such training), and after the functionality of the Product has been demonstrated through operation and/or output pursuant to manufacturer's published specifications.

#### **4. SECURITY INTEREST**

Customer hereby grants Prisco a purchase money security interest in the Product and its proceeds until all monies due to Prisco are paid in full. Customer shall perform all acts necessary to protect the security interest of Prisco. Customer hereby authorizes Prisco to execute on its behalf any and all necessary documents to perfect the security interest of Prisco, including, but not limited to Uniform Commercial Code financing or continuation statements. The Product remains personal property, even if attached to realty or other property, until the total price stated in the Sales Contract is paid in full. If Customer defaults in the payment of any amount due, Prisco may take possession of the Product, including any software, and exercise all rights and remedies available at law or in equity.

#### **5. LICENSE AND USE OF SOFTWARE**

Customer is granted a revocable, non-transferable, non-exclusive license (the "License") to use the software provided by the manufacturer and all related documentation in accordance with End-User Software License Agreement delivered by Prisco to the Customer (the "Software") for its own customary internal business or personal purposes. Esko-Graphics and/or its third party licensors retain all right, title and interest to the Software provided to the Customer. Customer shall use the Software and third party software only on the Product and at the Site. The License begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated sooner. Prisco may terminate the License if Customer (i) fails to perform any obligation under this Sales Contract within thirty (30) days after notice from Prisco, (ii) ceases to do business as a going concern, or (iii) has its assets assigned by law. Within thirty (30) days after this License terminates, Customer shall, at its expense, return the Software to Prisco and destroy all copies of the Software, including, but not limited to computer memory or storage copies. Customer acknowledges that certain software or programs within the Software are licensed or sublicensed by third party licensors. Customer agrees that such software or programs are sublicensed subject to the terms and conditions established by said third party licensor(s) and that licensor is a third party beneficiary of this Sales Contract.

Unless otherwise agreed upon by Esko-Graphics or permitted by mandatory law provisions, and as a material consideration of this Sales Contract, the Customer agrees that the Customer will not (a) decompile, reverse engineer, disassemble or otherwise determine or attempt to determine the source code of the software, or make changes or modifications to the software or make copies thereof. The Customer shall ensure that any permitted copy shall contain proprietary notices as designated by Esko-Graphics.

Certain application software provided by Esko-Graphics (which may include third-party software) requires a separate license agreement between Esko-Graphics and the Customer. With respect to any such software that is ordinarily licensed separately, Prisco shall pass along to the Customer the standard software license agreement applicable to that software received from Esko-Graphics.

#### **6. PROTECTION AND NON-DISCLOSURE**

Customer shall maintain the Software in confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software. Customer shall not transfer the Software except with the prior written consent of Prisco. Customer may make only one (1) archival or backup copy of the Software. Esko-Graphics' restricting Software use must appear on any copies of the Software. Customer shall not modify, decode, reverse compile or reverse engineer or create derivative works of the Software. It is understood that the terms of this Sales Contract shall be kept confidential by Customer and shall be discussed only as required to lenders, counsel, auditors, or others having a legitimate and bona fide business interest in the content of the Software. Customer shall not, without Prisco's express written permission, reveal any confidential information or trade secrets regarding Prisco's or Esko-Graphics' products, business or methods of operation learned by Customer during and after the term of this Sales Contract.



## **7. INFRINGEMENT**

Customer has the obligation to inform Esko-Graphics promptly in writing of any threatened claim for infringement of patent, copyright, trademark, and intellectual property rights owned by a third party relating to the Product. In such case, Esko-Graphics has the sole right and obligation to indemnify Customer and defend, or at its option to settle such claim. Customer is not entitled to take any action for settlement of such claim that has an adverse effect upon Esko-Graphics and shall, if required by Esko-Graphics, take all reasonable steps to assist Esko-Graphics in its defense, provided that any out-of-pocket costs reasonably incurred in doing so shall be at Esko-Graphics' expense.

If the Products should prove to infringe any third party intellectual property rights, then Esko-Graphics shall at its option and expense (i) modify or replace such infringing items with a non-infringing substitute which gives equivalent functionality; or (ii) obtain from such third party the right to continue to provide or use the infringing item; or (iii) if such remedies are not reasonably available, terminate the sale wholly or partially with respect to the infringing items, whereby Customer will return all infringing items and whereby all amounts and fees paid by the Customer for such items and depreciated in accordance with standard accountancy practices, will be refunded. The foregoing describes the complete liability of Esko-Graphics and Prisco with respect to third party intellectual property infringement or claims of intellectual property infringement, all other claims being hereby expressly waived by the Customer.

Esko-Graphics shall have no liability for infringement claims if the alleged infringement is based on or arises from (i) the modification of the Products by anyone other than Esko-Graphics, (ii) the use of the Products not in accordance with the provisions of the applicable contractual terms or user documentation, and more in particular, use of the Software not in accordance with the specifications and documentation, or (iii) the use of the Products to perform an infringing process, which process is not inherent to the normal operation of the Product.

Customer will lose the rights referred to above in the event it has not informed Esko-Graphics in a complete or timely manner.

## **8. MANUFACTURER'S LIMITED WARRANTY**

The Product is sold to the customers in accordance with the standard warranty provisions of Esko-Graphics, included herein as referenced in the attached Appendix. Esko-Graphics undertakes to render the necessary service during the warranty period as provided for in the Appendix and to correct the defective Products in accordance with the standard warranty provisions of Esko-Graphics, included herein as reference in the Appendix.

After the expiry of the warranty period, the customer shall be given an option to sign a Maintenance/Service Agreement with Esko-Graphics if Esko-Graphics has the required resources in place to honor the contract.

Prisco makes no warranties concerning the Product, both with respect to the equipment and the software.

## **9. PRODUCT DELIVERY AND INSTALLATION**

Esko-Graphics shall provide delivery and installation of the Product, which shall include ground shipping direct to the Customer's site, ground level setup and Product startup, all contingent upon your the Customer's contracting with Esko-Graphics for consumables and support services and complying with the requirements set forth in Esko-Graphics' current site preparation guide, as well as having obtained any and all appropriate permits for such installation. Product delivery and Installation, as provided by Esko-Graphics, DOES NOT include electrical, plumbing setup, or rigging other than standard ground level delivery. Esko-Graphics shall ship the Product: F. O. B. Point: Customer's site. Customer must ensure that the Customer has a press room/site that complies with all Esko-Graphics' site criteria, site preparation requirements to

be provided by Esko-Graphics. Prior to Esko-Graphics shipping the Product to the Customer's site, Esko-Graphics will verify the Customer's compliance with the site preparation requirements. Customer agrees to adhere to Esko-Graphics' site preparation processes and requirements.

#### **Backup Copy of Microsoft Operating System**

You acknowledge and agree that in connection with your purchase of the above Products, Esko-Graphics shall have the right to make and retain one (1) backup copy of the Microsoft operating system software installed on the Product. The backup copy made by Esko-Graphics can only be used by Esko-Graphics and the Customer to reinstall the software on end-user Customer's Product described above, subject to any applicable terms of the Microsoft license. By using the Microsoft software installed on the Product, the Customer expressly agrees to the creation of a single backup copy of the software by Esko-Graphics.

#### **Required Product Training**

For the Products described above, Esko-Graphics will provide to the Customer, the following training courses at one of Esko-Graphics' designated Training Centers:

- Press Operation Training for two (2) of Customer's press operators;
- Front End Tools for PrePress Training for one (1) of Customer's press operators; and,
- Shared Maintenance Training for one (1) of Customer's press operators.

Prior to operating the Product and enrolling in Shared Maintenance Training, at least one (1) of Customer's press operators must satisfactorily complete the Press Operation Training and be competent and properly trained. If the Customer does not complete the Required Training within six (6) months of our COI date of the Products at Customer's site, then the Customer shall be deemed to have waived its right to receive such training for no additional fee and must pay the then current training fees prior to having an operator attend the training. ESKO-Graphics reserves the right to deny admission to any individual press operator for any reason including, but not limited to, lack of available seats or lack of basic press background. Customer is responsible for applying for training. Customer shall also be solely responsible for all compensation, travel, accommodations, and expenses of its employee(s) in connection with such training. Any and all additional training services provided by Esko-Graphics, other than the Required Training, such as retraining or training of an additional operator, shall be billed to the Customer at Esko-Graphics' then current training fees.

#### **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER ESKO-Graphics OR PRISCO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT ESKO-Graphics OR PRISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION SHALL NOT APPLY IN CASES OF WILLFUL MISCONDUCT OF ESKO-Graphics OR PRISCO.

ESKO-Graphics' AGGREGATE LIABILITY ARISING FROM ALL CAUSES OF ACTION AND FOR ANY KIND OF LOSS, DAMAGE OR LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT CORRESPONDING TO THE TOTAL OF THE INVOICES PAID BY THE CUSTOMER OVER THE LAST ONE (1) YEAR PERIOD.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SALES CONTRACT, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF



FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED. THE LIABILITY OF PRISCO TO THE CUSTOMER HEREUNDER IS EXPRESSLY LIMITED TO THE CLAIMS OF PRISCO AGAINST ESKO-GRAPHICS, ALL OTHER CLAIMS BEING HEREBY WAIVED BY THE CUSTOMER.

#### **11. PRISCO/ESKO-GRAPHICS RELATIONSHIP**

Customer acknowledges and understands that Prisco is an independent contractor with no authority to bind, warrant or represent on behalf of Esko-Graphics, except as set forth in writing executed by an authorized representative of Esko-Graphics.

#### **12. SPECIFICATIONS**

The Product may vary in details of design, construction, arrangement or accessories from descriptions in any literature or from any model inspected by Customer.

#### **13. DEFAULT**

If Customer defaults on any of its obligations under this Sales Contract including, but not limited to the failure to make the payments required under this Sales Contract, and such default continues for a period of ten (10) days after written notice of the default, Prisco may at its option do any one or more of the following: (i) terminate this Sales Contract upon notice to Customer and demand that Customer immediately return the Product to Prisco, if the Product has been delivered to the Customer; (ii) exercise any right or remedy available under the applicable provincial statute or any other applicable law; or (iii) proceed by appropriate actions at law or in equity to enforce performance by the Customer and/or to recover damages for breach of this Sales Contract. Prisco shall be entitled to all reasonable collection fees, costs and expenses, including legal fees, arising from a default by the Customer. The rights and remedies provided herein shall be cumulative and not exclusive of any other remedies Prisco may have at law or in equity.

#### **14. GENERAL**

(a) Customer shall not assign or transfer this Sales Contract without the prior written consent of Prisco, which consent may be arbitrarily withheld.

(b) Customer is responsible for compliance with U.S. Export Control regulations and with all applicable Export Laws of the Territory and international Export Laws. The liability for not complying with such laws and/or regulations is borne by the Customer.

(c) The parties fully understand their responsibilities and do not rely on any oral or written representation not contained in this Sales Contract. No change in this Sales Contract is effective unless written and signed by properly authorized representatives of each party. Any change or addition to this Sales Contract in any order or other written notification from the Customer shall have no effect, even if Prisco ships subsequent to it. The unenforceability of any provision of this Sales Contract shall not affect the enforceability of any other provision. All obligations of Prisco are subject to events beyond its control, including non-performance by Esko-Graphics and force majeure events.

(d) It is agreed that any trademarks, trade names, trade dress, and original packaging of Prisco or Esko-Graphics and/or their affiliates shall not be used by the Customer without the prior written consent of Prisco.

(e) The waiver of strict compliance or performance of any terms or conditions of this Sales Contract or of any breach thereof shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Sales Contract or of any breach of any term of this Sales Contract.

(f) This Sales Contract becomes effective upon acceptance by Prisco and acceptance shall be subject to, without limitation, Prisco credit department approval. Neither this Sales Contract, nor any Customer sales contract, will be considered binding or valid until accepted by an authorized representative of Prisco.

(g) Prisco neither authorizes nor adopts any statement made by any representative which differs from the terms of this writing, and all such statements are superseded by this document.

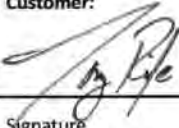
(h) This Sales Contract shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey, with any action against Esko-Graphics in accordance with the laws of the State of New Jersey. The parties, by execution of this Agreement, hereto irrevocably (a) agree that any legal action or proceeding arising out of or relating to this Sales Contract shall be brought only in the state or federal courts of the State of New Jersey, County of Essex, and any action against Esko-Graphics shall be brought only in the state or federal courts of the State of New Jersey, and (b) accept and submit to the personal jurisdiction of such courts in any such action or proceeding, and (c) waives, in any such action or proceedings, all defenses based on personal jurisdiction, venue, or forum non convenes. Customer and Prisco waive trial by jury in any litigation arising out of or related to this Sales Contract or any other agreement or transaction between the parties. The United Nations Convention on the International Sale of Goods will not apply to this Sales Contract.

## 15. ACKNOWLEDGMENT

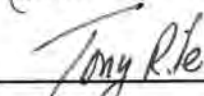
The Customer acknowledges that it has read this Contract, understood it, and agrees to be bound by its terms and conditions. Neither the Customer, Prisco, or Esko-Graphics will be bound by any statement or representation not contained in this Sales Contract.

Customer and Prisco have executed this Sales Contract on the dates below:

Customer:



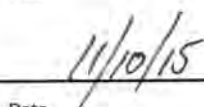
Signature



Printed Name

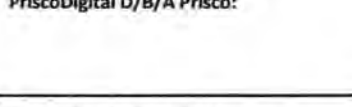


Title



Date

PriscoDigital D/B/A Prisco:



Steven Zunde, President



Date