

L370 Latex Package

Prepared For

Alan Davis

bpi media group

Created By

David DeBandi

PriscoDigital LLC

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<http://www.priscodigital.com>

Welcome to PriscoDigital

Alan Davis
bpi media group
340 Denson Avenue
Boaz, Alabama 35957
Aug. 21, 2015
2209-15

Dear Alan,

PriscoDigital is an exclusive national channel partner for HP Scitex and Esko Kongsberg. We are the leading provider of commercial and industrial large-format printing technologies for the commercial printing market.

PriscoDigital focuses primarily on the sales and finance of a large format digital enterprise, including large-format industrial printers and finishing solutions. Our unique offering includes additional services in G7 calibration, color management, elite applications and software training, elite wide format sales training, and consumables.

Our support does not end once a product is purchased; we support our clients before-and-after the sale managed by a team of industry veterans several who held leading roles within Scitex and Agfa. Each customer is unique to us and is treated individually. Our pride comes from being a total solutions provider and business partner. We deliver with confidence and form a lasting partnership.

The PriscoDigital sales force will advise and suggest the very best solutions as our experienced and successful sales management team is directly involved in every step along the way to provide added support and assist in any way needed. The sales team is knowledgeable and trained so that they can assist our current and new customers in their end-to-end solutions for digital printing.

Thank you,

Steve Zunde
President
PriscoDigital LLC

Mike White
Senior Vice President, Sales
919-740-5784
whitem@prisco.com

David DeBandi
Regional Sales Manager - Southeast & Southwest
(205) 533-1951
debandid@prisco.com

HP Latex 370



Expand your applications—beat client expectations

- Get higher margins printing on traditional signage substrates and beyond—even textiles—up to 64 inches
- Reach new indoor spaces that solvent can't, like healthcare—water-based HP Latex Ink prints are odorless
- Win new clients on eco standards—UL ECOLOGO®, UL GREENGUARD GOLD Certified inks; prints meet AgBB criteria
- Impress clients—sharp, consistent, repeatable image quality with high-efficiency curing, 6 colors, 1200 dpi

Same-day delivery with more unattended production

- Confidently increase unattended printing—3-liter cartridges, HP Latex Mobile remote monitoring
- Reach production speeds and avoid wait time—prints come out completely dry and ready to finish and deliver
- High quality at high speeds—334 ft²/hr high-speed outdoor quality with HP OMAS, HP Latex Optimizer
- Deliver confidently—scratch-resistant prints last outdoors up to 5 years laminated, 3 years unlaminated

Keep running costs low with 3-liter ink cartridges

- Help reduce your cost per print with cost-effective, 3-liter HP 871 Latex Ink Cartridges
- Save time—reduce cartridge changes and change ink cartridges while printing
- Reduce time—HP Custom Substrate Profiling and i1 embedded spectrophotometer make ICC profiling automatic
- Less ink cartridge waste and disposal, and healthier HP Latex printing—no special ventilation or HAPs



Take advantage of third-generation HP Latex Printing Technologies

Water-based HP Latex Inks combine the best characteristics of solvent inks and water-based inks.

With HP Latex Inks, you can obtain outdoor durability and versatility across all common media types used in sign and display applications, together with high-quality, odorless prints, low maintenance, and health advantages—even over eco-solvent inks.

HP Latex printing with the HP Latex 370 Printer can generate higher profit than eco-solvent—gain all the advantages of HP Latex printing, including wider application versatility with a single printer and prints that come out completely dry, allowing same-day delivery. Buy at an affordable price, and see how you can keep your running costs low.

The HP Latex 370 Printer features a number of significant innovations that take you beyond the limits of eco-solvent printing, creating new opportunities to expand your business.

RIP Software

VisualRIP+ and GrandRIP+



GrandRIP+ is the ultimate production workflow solution for large-scale wide- and superwide-format print and print-to-cut applications including the HP Latex 250, HP Latex 280, HP Scitex FB500 and HP Scitex FB700.

Our GrandRIP+ package includes:

- Adobe PDF Print Engine (APPE) which natively understands PDF files
- EasyMEDIA a step-by-step wizard to calibrate and profile a printer
- VisualCUT which drives Graphtec, Summa, Mimaki, Mutoh, Roland and other roll cutters.
- GrandCUT which generates cut files for large format flatbed cutters including Esko Kongsberg and others.
- 2 Large Format Print Drivers and 2 Grand Format Print Drivers
- Tiling+, Nest-O-Matik, SignMark, Step & Repeat and SuperSpooler

VisualRIP+ is the comprehensive workflow solution for large-format print and print-to-cut production for use with multiple devices including the HP Latex 250, HP Latex 280, HP Scitex FB500 and HP Scitex FB700.

Our VisualRIP+ package includes:

- Adobe PDF Print Engine (APPE) which natively understands PDF files
- EasyMEDIA a step-by-step wizard to calibrate and profile a printer
- VisualCUT which drives Graphtec, Summa, Mimaki, Mutoh, Roland and other roll cutters.
- 2 Large Format Print Drivers
- Tiling+, Nest-O-Matik, SignMark, Step & Repeat and SuperSpooler

[Click to download additional information on Caldera RIP software.](#)

[Click to view a Caldera Software Demo.](#)

PosterShop and ProductionHouse



ONYX ProductionHouse RIP software provides the control and simplicity needed to increase productivity and manage color, enabling shops to reduce production costs.

Our ProductionHouse package includes:

- Includes a comprehensive set of drivers with thousands of standard color profiles available.
- CUT-Server which communicates cut information to roll or flatbed cutter.
- Profile Generator Needed to create icc profiles with Onyx
- 4 Print Drivers for wide range of printers

ONYX PosterShop RIP software provides the control and simplicity needed to unify the print production process and achieve consistent output quality, helping print providers reduce overhead costs.

Our PosterShop package includes:

- Includes a comprehensive set of drivers with thousands of standard color profiles available.
- CUT-Server which communicates cut information to roll cutter.
- 2 Print Drivers for Smaller Latex and Solvent Printers

[Click to download additional information on Onyx RIP software.](#)

PriscoDigital Elite Installation & Training

PriscoDigital is proud to be recognized as an industry leader in providing best in class customer Installation and Training services to our customers. PriscoDigital's Elite services number one goal is to make you and your staff 100% self sufficient in owning and operating your new solution starting before your new digital solution even arrives on site and continues well after our team leaves your facility so you can count on PriscoDigital to be there for you every step of the way.

PriscoDigital Elite Installation and Training services include the following:

Pre-Installation Meeting

To ensure a seamless process, our team works closely with your company to prepare for installation through a series of pre installation meetings to establish an installation time line and detail all of the specific site preparation details to ensure trouble free installation.

Topics Include:

- Review of the Pre-Site Checklist
- Production and space planning
- Power requirements
- Personnel needs

Pre-Installation Training

Even before PriscoDigital's team arrives, your staff will receive resources and training tools to start building your staffs expertise in anticipation of your new solution arriving on site. We find sharing this knowledge in advance enhances our on site services.

On Site Installation and Training

The onsite training will focus on two parts, an overview of the RIP software and the operation and maintenance of the HP Latex 310 emphasising real world applications aimed at helping the new operator to manage the solution to produce quality prints for your company.

Topics Include:

- RIP training
- Latex Ink Technology
- Main components of printer
- Embedded Web Server
- Substrate handling tips and substrate families
- Loading and Unloading a Roll into the Printer
- Substrate Settings
- Maintenance
- Troubleshooting

Post Installation Support

Even after PriscoDigital's team of experts complete your installation, they are always available to you to answer questions, advise on approaches to applications and of course offer help and support with any software or hardware issues.

PriscoDigital Elite Consulting Services

If you have questions, PriscoDigital has answers.

The PriscoDigital team has years of actual digital wide format graphics production experience and can consult of a variety of topics including file preparation, workflow, color management, printing techniques, substrates and finishing techniques.

Certified G7 Experts

FREE G7 Consultation

G7 is one of the most popular topics in the printing industry today. Our G7 Experts will help you understand G7, how it can save you time and money, and how you can join the growing list of industry preferred G7 Master Printers. **Email Jason Darrah at darrahj@prisco.com to schedule your FREE G7 consultation.**

Customer Education



Elite Customer Training

Installation • Workflow • Color Management

PriscoDigital Elite Customer Training offers several additional customer education courses designed to enhance your productivity. For more information and pricing on the following courses please contact your PriscoDigital sales representative.

Advanced HP Scitex Printing

This onsite course is normally scheduled 30 to 60 days after installation of a HP Scitex printer. It can cover many topics with the goal of giving operators a greater understanding of preparing files in prepress, file handling in the RIP, operation of the printer, and how to produce a quality final product.

Advanced HP Latex Printing

This onsite course can be scheduled immediately following the initial installation and training of the printer or can be scheduled 30 to 60 days after installation to allow the operator time to become familiar with the printer. It can cover many topics with the goal of giving operators a greater understanding of preparing files in prepress, managing and selecting Media Profiles, file handling in the RIP, operation of the printer, and how to produce a quality final product.

Wide Format Color Management and G7 Calibration

This onsite course will explore the basics of color management, color managed workflows and G7 methodology from file creation to final output. It demonstrate how to properly calibrate and profile a digital printer using the G7 calibration techniques.

Digital File Preparation for Wide Format Printing

This course is designed to teach operators the basics of digital file preparation, the many topics explored include PDF and other file types, font management, CMYK, RGB, spot color, resolution, dpi, RIP's etc. The training concludes with consulting the operators on an efficient workflow for preparing files. Ideal for those entering full color digital printing from a traditional one or two color environment

Contract Pricing

2209-15 (Aug. 21, 2015)

Products			
Name/Description	Price	Qty	Subtotal
HP Latex 370 Printer	\$24,995.00	1	\$24,995.00
HP Latex 370 Delivery and PriscoDigital Elite Customer Installation & Training - \$1,500 Value	\$0.00	1	
PriscoDigital Elite Customer Installation & Training goes beyond the basic items required by HP to include real world applications aimed at helping new operators get their new printer producing quality prints.			
HP Latex 370 Ink Startup Set (CMYKcm + Optimizer) - \$945 Value	\$0.00	1	
[CZ682A / CZ683A / CZ684A / CZ685A / CZ686A / CZ687A / CZ706A] -- Ink Startup Set includes one 775-ml cartridge each of Cyan, Magenta, Yellow, Black, Light Cyan, Light Magenta, and Optimizer. - \$135 per cartridge			
HP Latex 370 Additional Ink Startup Set (CMYKcm + Optimizer)	\$2,625.00	1	\$2,625.00
[G0Y79D / G0Y80D / G0Y81D / G0Y82D / G0Y83D / G0Y84D / G0Y85A] -- Ink Startup Set includes one 3-liter container each of Cyan, Magenta, Yellow, Black, Light Cyan, Light Magenta, and Optimizer. - \$375 per container.			
Subtotal:			\$27,620.00

Total cost: \$27,620.00

Terms and Conditions

bpi media group HP Latex 370 Sales Contract

Prisco Digital
26 Blanchard Street
Newark, NJ 07105
Ph: 973-589-7800
Fax: 973-589-3225
2209-15 (Aug. 21, 2015)

1) DELIVERY

(a) HP will pack the Product in suitable packaging and will ship the Product to the place of delivery stated on the first page of the Purchase Order (the "Site"). Orders will be shipped F.O.B HP's warehouse, Georgia, 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 Digital 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 Digital's written authorization.

2) DEPOSIT AND PAYMENT

Bank or Cash Financing

Except as may otherwise be specified on the invoice corresponding to the Purchase Order, the amount due Prisco Digital for the Product, shall be paid: (1) ten (10) percent upon the execution of the Purchase Order by Customer; (2) eighty (80) percent prior to shipment; (3) and ten (10) percent payable upon the Completion of Installation ("COI"). Customer shall pay the invoice amount and (1) all shipping charges; (2) all taxes, assessments and charges on the Product; (3) proportionate payments on any partial shipments; and (4) interest charges of two (2) percent per month of any overdue amounts 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 Digital. Any unauthorized deduction shall be of no effect and shall be null and void.

Lease Financing

Except as may otherwise be specified on the invoice corresponding to the Purchase Order, the amount due Prisco Digital for the Product, shall be paid: ten (10) percent upon the execution of the Purchase Order by Customer; This deposit will be refunded upon final funding from the lease company to Prisco Digital. Customer will be responsible for all (1) all shipping charges; (2) all taxes, assessments and charges on the Product that are not included in the lease. No deductions or setoff may be made from any statement or invoice for any reason without prior written authorization of Prisco Digital. Any unauthorized deduction shall be of no effect and shall be null and void.

3) ACCEPTANCE

(a) Customer agrees to accept the Product upon COI (Completion of Installation), and to execute and deliver to Prisco Digital the Delivery and Acceptance Certificate provided by Prisco Digital or, within three (3) days of the COI, inform Prisco Digital 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 Digital the Delivery and Acceptance Certificate, or a written statement specifying the reasons for non-acceptance within three (3) 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 Purchase Order.

(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 Digital a purchase money security interest in the Product and its proceeds until all monies due to Prisco Digital are paid in full. Customer shall perform all acts necessary to protect the security interest of Prisco Digital. Customer hereby authorizes Prisco Digital to execute on its behalf any and all necessary documents to perfect the security interest of Prisco Digital, 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 Purchase Order is paid in full. If Customer defaults in the payment of any amount due, Prisco Digital 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 Digital to the Customer (the "Software") for its own customary internal business or personal purposes. The Customer hereby agrees that the use of the Software is subject to the Customer's acceptance of end-user license terms ("EULA") delivered with the Product, with support delivered subject to HP's Support terms; the EULA and Support terms are available from HP upon request or may be electronically posted by HP. HP 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 Digital may terminate the License if Customer (i) fails to perform any obligation under this Purchase Order within thirty (30) days after notice from Prisco Digital, (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 Digital 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 Purchase Order.

Unless otherwise agreed upon by HP or permitted by mandatory law provisions, and as a material consideration of this Purchase Order, the Customers agrees that the Customer will not decompile, reverse engineer, disassemble, decrypt, 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 HP.

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

If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, the Customer agrees that the Software is delivered as "Commercial computer software", as defined in DFARS 252.227.7014 (Jun 1995), or as a "commercial item", as defined in FAR 2.101(a), or as a "Restricted computer software", as defined in FAR 52.227.19 (June 1987), or any equivalent agency regulation or contract clause,

whichever is applicable.

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 Digital. Customer may make only one (1) archival or backup copy of the Software. HP's 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 Purchase Order 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 Digital's express written permission, reveal any confidential information or trade secrets regarding Prisco Digital's or HP's products, business or methods of operation learned by Customer during and after the term of this Purchase Order.

7) INFRINGEMENT

Customer has the obligation to inform HP 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, HP 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 HP and shall, if required by HP, take all reasonable steps to assist HP in its defense, provided that any out-of-pocket costs reasonably incurred in doing so shall be at HP's expense. If the Products should prove to infringe any third party intellectual property rights, then HP 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 HP and Prisco Digital with respect to third party intellectual property infringement or claims of intellectual property infringement, all other claims being hereby expressly waived by the Customer.

HP 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 HP, (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 HP in a complete or timely manner.

8) MANUFACTURER'S LIMITED WARRANTY

The Product is sold to the customers in accordance with and subject to the Product warranty terms, conditions, exceptions, exclusions and disclaimers contained with the Product packaging, or indicated web pages or HP Portal, or upon request. THE WARRANTY PERIOD COMMENCES ON THE DATE OF PURCHASE BY THE CUSTOMER OF THE PRODUCT. ALL HARDWARE PRODUCT OPTIONS, IF PURCHASED WITH THE HARDWARE PRODUCT, ARE ALSO PROVIDED WITH THE SAME WARRANTY PERIOD OF HP, AS STATED FOR THE HARDWARE PRODUCTS THEY ACCOMPANY. If no warranty period is stated for the HARDWARE PRODUCT, then the Products are provided "as is" without warranty OF ANY KIND. HARDWARE PRODUCT WARRANTIES ARE FOR THE SOLE BENEFIT OF THE END-USER CUSTOMER.

Transfer of any warranty is available only if HP's conditions for transfer and standards for relocation of the Product have been met. The exclusive remedies for a valid warranty claim are either repair or replacement of the Product, as determined by HP in its sole discretion. Customer shall not be entitled to a refund of the Product purchase price for any reason.

The Customer must at all times operate the Product using only paper and substrates described in HP's paper and substrate information. Customer, by execution of this Purchase Order, agrees to have on an ongoing basis a Qualified Operator present at or available to the press site at all working times. A "Qualified Operator" is defined as a press operator who has successfully completed the Required Training below. Operating the Product with unapproved substrates or consumables or with unqualified operators may result in exclusion of the Product from the limited warranty.

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

9) PRODUCT DELIVERY AND INSTALLATION

HP shall provide delivery and Prisco Digital will provide 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 Prisco Digital for consumables and complying with the requirements set forth in HP's current site preparation guide, as well as having obtained any and all appropriate permits for such installation. Product delivery and Installation, as provided by HP and Prisco Digital, DOES NOT include electrical, plumbing setup, or rigging other than standard ground level delivery. HP 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 HP site criteria, site preparation requirements to be provided by Prisco Digital. Prior to HP shipping the Product to the Customer' site, Prisco Digital will verify the Customer's compliance with the site preparation requirements. Customer agrees to adhere to HP's 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, we 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 us can only be used by us and the end-user 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, you and the end-user Customer expressly agree to the creation of a single backup copy of the software by us.

Required Product Training

For the Products described above, we will provide to your end-user Customer, as part of your payment to us of the Product purchase price, per press, the following training courses at the Customers site:

- 1) Press Operation and Maintenance Training for two (2) of end-user Customer's press operators
- 2) Basic RIP Training for two (2) of end-user Customer's press operators

Prior to operating the Product, at least one (1) of end-user Customer's press operators must satisfactorily complete the Press Operation and Maintenance Training and be competent and properly trained. If the end-user Customer does not complete the Required Training within six (6) months of our COI date of the Products at end-user Customer's site, then the end-user 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. **ANY AND ALL ADDITIONAL TRAINING SERVICES PROVIDED BY PRISCO DIGITAL, OTHER THAN THE REQUIRED TRAINING, SUCH AS RETRAINING, TRAINING OF AN ADDITIONAL OPERATOR, COLOR PROFILING, COLOR MANAGEMENT TRAINING, WORKFLOW TRAINING, ADVANCED PRESS TECHNIQUES TRAINING AND ADVANCE RIP TRAINING, SHALL BE BILLED TO THE END-USER CUSTOMER AT OUR THEN CURRENT TRAINING FEES.**

10. LIMITATION OF LIABILITY

In no event shall EITHER HP OR PRISCO DIGITAL be liable for any indirect, special, incidental, STATUTORY, PUNITIVE, or consequential damages resulting from or based on breach of contract, tort (including negligence) or otherwise, whether or not HP OR PRISCO DIGITAL has been advised of the possibility of such damage, INCLUDING ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING

NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTACT, TORT, OR OTHERWISE.

HP's 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, NOT TO EXCEED \$1 MILLION PER INCIDENT. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS PURCHASE ORDER, 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 DIGITAL TO THE CUSTOMER HEREUNDER IS EXPRESSLY LIMITED TO THE CLAIMS OF PRISCO DIGITAL AGAINST HP, ALL OTHER CLAIMS BEING HEREBY WAIVED BY THE CUSTOMER.

11. PRISCO DIGITAL/HP RELATIONSHIP

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

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 Purchase Order including, but not limited to the failure to make the payments required under this Purchase Order, and such default continues for a period of ten (10) days after written notice of the default, Prisco Digital may at its option do any one or more of the following: (i) terminate this Purchase Order upon notice to Customer and demand that Customer immediately return the Product to Prisco Digital, 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 Purchase Order. Prisco Digital 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 Digital may have at law or in equity.

14. GENERAL

(a) Customer shall not assign or transfer this Purchase Order without the prior written consent of Prisco Digital, which consent may be granted or withheld in the sole discretion of Prisco Digital.

(b) Customer is responsible for compliance with U.S. Export Control regulations, Trade Controls requirements posted on the HP Partner Portal, all applicable Export Laws of the Territory and international Export Laws, and with obtaining all required export and import authorizations.. 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 Purchase Order. No change in this Purchase Order is effective unless written and signed by properly authorized representatives of each party. Any change or addition to this Purchase Order in any order or other written notification from the Customer shall have no effect, even if Prisco Digital ships subsequent to it. The unenforceability of any provision of this Purchase Order shall not affect the enforceability of any other provision. All obligations of Prisco Digital are subject to events beyond its control, including non-performance by HP and force majeure events.

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

(e) The waiver of strict compliance or performance of any terms or conditions of this Purchase Order 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 Purchase Order or of any breach of any term of this Purchase Order.

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

(g) Prisco Digital 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 Purchase Order shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey, with any action against HP 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 Purchase Order shall be brought only in the state or federal courts of the State of New Jersey, County of Essex, and any action against HP 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 conveniens. Customer and Prisco Digital waive trial by jury in any litigation arising out of or related to this Purchase Order or any other agreement or transaction between the parties. The United Nations Convention on the International Sale of Goods will not apply to this Purchase Order.

Acknowledgement

bpi media group HP Latex 370 Sales Contract

The Customer acknowledges that it has read the bpi media group HP Latex 370 Sales Contract (Quote: 2209-15, Date: Aug. 21, 2015), understood it, and agrees to be bound by its terms and conditions. Neither the Customer, PriscoDigital, or HP will be bound by any statement or representation not contained in this Purchase Order.

BILLING ADDRESS:

bpi media group
340 Denson Avenue
Boaz, Alabama 35957

bpi media group and PriscoDigital have executed this Contract on the dates below:

ACCEPTED BY:

(Customer Signature)

(Printed Name)

(Title)

(Date)

EXECUTED BY:

Steve Zunde, President
PriscoDigital LLC

(Date)

Logistics Information

Business Name

bpi media group

SHIPPING ADDRESS

☐ Same as billing address

(Street Address)

(City)

(State)

(Zip)

SITE PREPARATION & INSTALLATION CONTACT

(Printed Name)

(Phone Number)

(Title)

(Email Address)

Financing

Connex Financial



PriscoDigital has partnered with Connex as their preferred financing partner to offer you personal financing expertise. Because Connex knows this industry and our equipment, you have the best chance for getting to Yes — Fast!

Connex exists to ensure you get the best combination of rates, terms and structures.

Why lease with Connex?

- It frees up cash flow.
- You get a lower rate and better terms than a traditional bank.
- We fully understand the equipment, thereby lowering the risk.
- It allows expenses to match revenue.
- You get tax benefits.

Financing can include:

- 12 – 72 month terms
- Soft costs (freight, rigging, and installation) included

Structures can include:

- Capital lease with buyout option
- Fair market value lease
- Operating lease

Use our monthly payment calculator tool to find out how much you can save by financing with us. [Click to use the Payment Calculator](#)

Contact:

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connexfinancial.com

Completing and Submitting your Contract

To Process Your Order

- Sign the Acknowledgement.
- Email the Contract Pricing, Terms and Conditions and a signed Acknowledgement to Justin Beck (beckj@prisco.com)
- Mail down payment overnight to our corporate offices. Please include hard copies of the Contract Pricing, Terms and Conditions and a signed Acknowledgement.

PriscoDigital LLC
Attn: Steve Zunde, President
26 Blanchard Street
Newark, NJ 07105
(973) 589-7800

Resources

[Click to download a credit application and wire transfer information.](#)

Signed by:

bpi media group

Date