



Industrial Inkjet

PROPOSAL

Prepared for:

BPI Media Group | Alan Davis & Steve Davis

340 Denson Avenue

Boaz AL 35957



AGFA Graphics

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Steve Davis
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Gentlemen,

Enclosed please find both our proposal and sales agreement for our Anapurna M2540. We would like to thank you for your confidence in our organization and this opportunity. Should you need clarification or additional information on any part of this proposal please feel free to contact us at any time.

Sincerely,

A handwritten signature in black ink, reading "Todd Clontz". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.



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About Us

We help customers produce more powerful messages and create more opportunities for growth with innovative technology from Agfa Graphics and Pitman. Along with our best-in-class manufacturer partners, Agfa and Pitman offer the most comprehensive portfolio for the prepress, pressroom, packaging and display graphics markets.
Innovative Technology.

We bring you innovative products that save time and money and stay ahead of industry trends. We offer products and processes that eliminate chemicals, reduce waste, lower ink consumption and save energy-good for your business and good for the environment.

The Agfa and Pitman E-Store provides direct access to online ordering, pricing information, and product availability.

Broadest Portfolio and Knowledgeable Specialists. Agfa and Pitman offer the broadest portfolio of innovative graphic communications products and services. Our knowledgeable specialists will help you choose the right hardware and consumables to meet your budget and your goals, including the latest and most comprehensive digital, workflow, design and color management solutions.

This makes it easy for you to do business with us and to select an integrated solution that maximizes your purchase power with products that are assured to work together-all from one source.

Unmatched national distribution network: coast-to-coast coverage. With coast-to-coast coverage, you receive attentive service from people in your community who know how business is done and who care about your success. Whether you have multiple locations or one location, we are close by with experts to meet your needs and the most advanced solutions for the newspaper, packaging, commercial printing, and display graphics markets.



Anapurna M2540 used/demo

:Anapurna M2540 FB is a high-speed flat-bed, UV-curable inkjet printer for graphic screen printers, photo shops and sign shops. With a true flat-bed that delivers near photo quality, the :Anapurna M2540 FB is designed to deliver exceptional value for your money. It's 6-color capability delivers a wide color gamut and the on-board white ink lets you print on dark or transparent substrates for any application—indoor or out. The printer's photo-quality capability delivers sharp text, even as small as 4 points. The :Anapurna's robust flat-bed construction makes printing on rigid and sheet media so accurate that you can produce perfectly aligned double-sided prints. The revolutionary 8-vacuum zone can handle your heaviest, most demanding workloads with ease.

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Anapurna M2540	1	\$ 142,800.00	\$ 142,800.00
<ul style="list-style-type: none"> • 6 Konica-Minolta: 1024 nozzles/head with a droplet volume of 12pl (colors) • 2 Konica-Minolta: 42pl (white in line) • True Flatbed Platform Imaging • Reinforced Beam • Automated Media Registration Pins • 8-Zone Vacuum table - 11.000 vacuum holes • Reversible vacuum to easily remove large media • Ionisation bar mounted on each side of carriage to remove electrostatic load on media • Shuttle safety sensors on each side of the carriage • Up to 100.7874 in media width • Up to 100 in print width • Max thickness: 1.77 in • Print Speeds <ul style="list-style-type: none"> • Express: - 484 sq. ft. per hour • Production: - 290 sq. ft. per hour • Poster: - 183 sq. ft. per hour • Photo: - 86 sq. ft. per hour • Printer Installation / Training • Application Training (2 Days) • Includes HP RIP Server • Includes AGFA Asanti Production Workflow Drives both Anapurnas • 12 Month Warranty for HW & SW • HP L3xx Driver • Asanti True Shape Nesting (\$2800) 			
Subtotal			\$ 145,600.00
Discount			\$ (75,300.00)
Total			\$ 70,300.00



Pricing **Summary**

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Service & Support

Integrated Service Excellence

Just one phone call gets you connected to almost 200 skilled professionals, each with an average of 20 years hands-on technical experience. Our specialists can be reached at (800) 879-2432.

Agfa and Pitman can help with everything needed to keep your work flowing—from installation to integration, diagnostics, training, expert consultation on the latest advancements, and repairs. Agfa and Pitman customers have access to ongoing technical support from manufacturer-certified technical professionals who receive continual training and updated instructions insuring they have all the expertise needed to support the latest technologies.

Agfa and Pitman also conduct frequent workshops designed to provide technical information as well as insight into management topics such as employee training, production trends, etc.

Proven Reliability

Pitman has served the industry since 1907. Today we are even stronger: as part of the Agfa Graphics family we're the largest supplier of prepress, pressroom, packaging and display graphics solutions in North America committed entirely to the graphic communications industry.

Silver Plus Level

- Support & Maintenance Contract Features
- Telephone Support
- On-site Labor & Travel
- Two remote health checks per year
- Parts (excluding certain consumable items)
- 1 Preventative Maintenance Visit including:
 - 2 UV Bulbs
 - 4 UV Air Filters
 - Honle air filter
 - Full set of ink filters
 - Full set of check valves
- 75% Discount on Print Head Purchases
- 10% Discount on all Expert Services *

Would you like these features during warranty? Special programs available which allow you to take advantage of above Silver Level features during your warranty period.



Terms & Conditions

AGFA Corporation Equipment Purchase Agreement

This Equipment Purchase Agreement ("Agreement"), is made by and between Agfa Corporation ("Agfa" or "Seller") with a principal place of business located at 611 River Drive Center 3, 3rd Floor, Elmwood Park, New Jersey 07407 and BPI Media Group ("Buyer"), with its principal place of business located at 340 Denson Avenue, Boaz AL 35957. Agfa and Buyer are at times singularly referred to herein as a "party" and collectively referred to herein as "the parties."

WHEREAS Buyer desires to purchase and Agfa desires to sell the System according to the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Agfa and Buyer agree as follows:

I. Definitions. Whenever used herein with initial capitalization, the following definitions shall be applicable, unless the context clearly requires otherwise:

- A. "Date of Delivery" means the date of arrival of the Equipment at the Installation Site.
- B. "Equipment" means products, other than Consumable Products and Software, which comprise the System.
- C. "Firmware" means Seller's proprietary software developed for and incorporated in the System.
- D. "Installation" means the process of placing and setting up for use the System at the Installation Site.
- E. "Installation Completion" shall mean the point where the System has been installed and when the functionality of the System has been demonstrated as being in accordance with the System Specifications through performance of the applicable Installation Checklist/s (attached hereto as Exhibit A).
- F. "Installation Site" means the place where Installation of the System is to take place, as identified in the attached Exhibit B.
- G. "Proprietary Information" means the proprietary data, inventions, trade secrets, patent applications, engineering design approaches, engineering specifications, prototypes of hardware and software existing in laboratories and test sites, product plans and information, technical information, marketing information and other business relationships disclosed during the term of this Agreement, by one party hereto to the other party. "Proprietary Information" shall not include any data, information or device that is: (a) in the possession of the receiving party or its related companies prior to its disclosure by the disclosing party and is not subject to other restrictions on disclosure or use; (b) independently developed by the receiving party or its related companies; (c) publicly disclosed by the disclosing party; (d) rightfully received by the receiving party or its related companies from a third party without restrictions on disclosure or use; (e) approved for unrestricted release or unrestricted disclosure by the disclosing party; (f) available by the inspection of products or services marketed without restrictions or offered for sale or lease without restrictions in the ordinary course of business by either party hereto or others; (g) in the possession of the receiving party or its related companies after three (3) years from the date of disclosure; or (h) produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party the opportunity to defend, limit or protect such production or disclosure.
- H. "Services" shall mean services, including any training provided by Seller pursuant to the Agreement.
- I. "Software" means any software supplied by Seller for use in connection with the System.
- J. "System" means any digital printer configuration consisting of the hardware and Software as specified in the attached Exhibit B, to be supplied by Seller to the Buyer.
- K. "System Specifications" means the technical and/or descriptive specifications of functional and operational performance or other characteristics of the System as set out in the attached Exhibit B.
- L. "Technical Assistance" shall mean advice and consultation given to Buyer by Seller with respect to (a) installation, inspection, repair and maintenance activities performed by others at the Installation Site; and (b) any Seller recommended quality assurance procedures for activities performed at the Installation Site. Where Seller furnishes Technical Assistance, Buyer shall be responsible for (a) supervision, management, regulation and determination of the number of its personnel or contractors and their work; and (b) planning, scheduling, management and progress of the work.
- M. "Third-Party Vendor" means a seller other than Agfa of a part, portion or component of the System.

II. Contract Term. The term of this Agreement shall commence on the date when this Agreement is fully executed and approved by Agfa's credit department ("Effective Date"), and shall conclude upon the discharge of all duties and obligations delineated herein (the "Term").

III. Scope. Seller will furnish to Buyer the System, Services, and consumable products described in Exhibit B attached hereto. The System may vary in details of design, construction, arrangement or accessories from descriptions in any literature or from any model inspected by Customer.

IV. Payment. Unless otherwise specified in this Agreement, the payment conditions are as follows: **thirty percent (30%) of the System price shall be due and payable upon the Effective Date; thirty percent (30%) of the System price plus the cost of shipping and transit shall be due and payable before Shipment; and the final installment of forty percent (40%) shall be due upon Installation Completion.** If more than one location is involved and separate installations are intended to occur, separate payments as to each such location shall be made as installation occurs for each such location. Buyer shall immediately pay invoice amount and: (1) shipping charges; (2) all taxes, assessments and charges on the System; and (3) proportionate payments on any partial shipments. Buyer's failure to pay any invoiced amounts shall be deemed a material breach of this Agreement. Any amounts not so paid will accrue interest at the rate of two percent (2.0%) per month, but not in excess of the rate allowed by law, accruing on a daily basis from the due date until payment in full has been received by Seller. No deductions or setoffs may be made by Buyer from any statement or invoice for any reason without express prior written authorization from Agfa. Any unauthorized deduction or setoff shall be of no effect and shall be null and void. Buyer shall be responsible to pay any applicable taxes measured solely by the purchase price of products sold by Agfa to Buyer and required to be paid by virtue of the sale and provision of the products. Such taxes shall include, but not be limited to, sales tax, retailer's occupation, service occupation and value-added taxes.

IF BUYER CANCELS THIS ORDER (1) BEYOND 30 DAYS AFTER THE EFFECTIVE DATE OR (2) AFTER SHIPMENT FROM THE MANUFACTURING LOCATION, WHICHEVER OCCURS FIRST, BUYER SHALL PAY TEN PERCENT (10%) OF THE TOTAL PRICE AND ANY APPLICABLE TRANSPORTATION CHARGES. AGFA MAY DEDUCT THIS CANCELLATION CHARGE FROM CUSTOMER'S FUNDS HELD BY AGFA OR CREDITS DUE CUSTOMER.

V. Pricing. Pricing of the System is specified in Exhibit B which is attached hereto and incorporated herein by reference. All prices specified in this Agreement are in U.S. dollars. Prices exclude all transportation, delivery costs, and any applicable taxes (including customs and import duties), however designated or levied. Payment of all transportation and delivery costs and taxes shall be the Buyer's sole responsibility. Cables, installation material, installation, Technical Assistance of installation and commissioning, or any other Services are not included unless otherwise stated in Exhibit B. System prices specified in Exhibit B include license fees for applicable Firmware, the cost of one (1) user's manual for each unit of Equipment, and the cost of user training as outlined in Exhibit B, but does not include the costs of travel for Buyer's attendance at training provided by Seller, if any. If Buyer requests revisions or changes to the specifications of the System after the Effective Date, then Seller reserves the right to modify its pricing to account for such revisions or changes.

VI. Credit Approval and Security Interest.

- A. Buyer must complete and submit for approval an Agfa Credit Application, which is incorporated herein by reference, and provide required financial statements and disclosures for Agfa's use in determining, in Agfa's sole discretion, whether and upon which conditions to establish a line of credit for Buyer. Establishment of a line of credit with Agfa is required by Agfa for any purchases that are not prepaid in full and in cash by Buyer at the time Buyer places an order. Buyer hereby authorizes Agfa to investigate the credit and credit worthiness of Buyer. All orders received by Agfa shall be subject to Agfa's Credit Department's approval and shall not be considered binding or valid unless and until expressly accepted by Agfa in writing.
- B. Buyer hereby grants Agfa a purchase money security interest in the products purchased by Buyer and any proceeds therefrom until all moneys due Agfa are paid in full. Buyer shall perform all acts necessary to protect the security interest of Agfa. Agfa may file this Agreement, or a copy of it, to perfect its security interest hereunder. Buyer hereby authorizes Agfa to execute on its behalf any and all necessary documents to perfect the security interest of Agfa including, but not limited to, financing or continuation statements. The System remains personal property, even if attached to realty or other property, until the total price indicated Exhibit B hereto (the "Total Price") is paid. If Customer fails to pay the Total Price when due, Agfa may take possession of the System and Software. Agfa may retain any balance paid as liquidated damages.

VII. Shipping, Delivery, Receipt and Installation

- A. Delivery of the System shall be F.O.B. point of delivery indicated as the Installation Site on the attached Exhibit B. Risk of loss or damage shall pass to the Buyer upon delivery of the System to the Installation Site. Buyer shall reimburse all freight (including duties, taxes and import/export fees, if applicable) and transit insurance required for the shipment of the System and any portions or parts thereof. All shipments will be made by surface transportation. Buyer may request alternative shipment arrangement, which Agfa may or may not approve, in its sole discretion. If such alternate shipping arrangements are approved by Agfa, Buyer will solely be responsible for any charges related thereto.

- B. Agfa shall arrange for delivery of the System to ground floor level, provided the entrance to such ground floor level of the Installation Site permits the System to be brought in easily. Any additional handling of the System (such as special rigging, hoisting, etc.) that may be required for installation of the System are not included and shall be provided at the Buyer's sole expense. It shall be the responsibility of Buyer to have the Equipment moved to the area where it is to be installed on the premises, and to have all pre-installation requirements completed prior to delivery of the System. Buyer is responsible to provide forklifts and operators, cranes and operators, rigging, installation of required electrical equipment and required plumbing, installation of raised flooring where necessary, and installation of computer networking.
- C. Inasmuch as all shipments are receipted by the delivering carrier as being in good order, all shipments must be checked immediately upon arrival for damage. If outside damage exists, Buyer 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 an error in shipment occurs, Buyer must notify Agfa within 48 hours after receipt. Buyer may not return the System or any portion of the System without Agfa's authorization in writing.
- D. Agfa may, at its sole discretion, suspend delivery or installation of the System until receipt of payment in full of all sums due and payable hereunder and satisfaction of any financing requirements set forth in this Agreement and any related correspondence from Agfa's Credit Department have been satisfied.
- E. In the event that Buyer defaults in receiving delivery of the System on the Date of Delivery, or has not prepared the Installation Site in accordance with Agfa's Pre-Installation Guide or other instructions given by Agfa prior to any scheduled Date of Installation, then Agfa shall be entitled to damages amounting to one percent (1%) of the System price per month of delay. Buyer shall be solely responsible for any incremental costs arising from Buyer's default in receiving delivery.
- F. While Agfa shall exercise all reasonable efforts to avoid delays in manufacture, delivery and installation, Agfa shall not be liable to the Buyer for any loss or damage whatsoever resulting from any delay in manufacture, delivery or installation.
- G. Notwithstanding delivery and the passing of the risk, the ownership of the System shall not pass to the Buyer until the Seller has received payment in full of the agreed price of the System, together with interest (if applicable), and any other sums due from the Buyer in respect of the System and its shipment.

VIII. Installation, Acceptance and Training. Installation of any component or part of the System shall be considered complete when the applicable Installation Checklist has been performed successfully with respect to such component or part of the System. Buyer agrees to execute the applicable Installation Checklist/s immediately upon Installation Completion, at which point the System shall be deemed accepted by Buyer. In the event that Buyer has not executed and delivered to Agfa the applicable Installation Checklist or a written statement specifying the reasons for non-acceptance within five (5) days of Date of Delivery, then it shall be conclusively presumed that the System is acknowledged to be in good working order and that Buyer has accepted and is satisfied that the System constitutes the System specified in this agreement.

IX. Firmware and Software. The Seller hereby grants to the Buyer and the Buyer accepts from the Seller a personal, revocable, non-transferable and non-exclusive license to use the Software solely for its own internal business purposes and only in conjunction with the System at the Installation Site. Agfa and/or its third party licensors retain all right, title and interest to the Software. In some cases, Agfa may have a right to relicense the Software. The License begins upon delivery of the Software and continues until the last use of the Software with the System, unless terminated. Buyer acknowledges that certain software or programs within the Software are licensed or sublicensed by third party licensors. Buyer agrees that such software or programs are sublicensed subject to the terms and conditions established by that third party licensor and that licensor is a third party beneficiary of this Agreement. Software, or parts thereof, may be typically accompanied by, and subject to, an End User License Agreement, in which event that End User License Agreement shall govern the use of those Software or parts thereof. The Buyer agrees that during the term of the license conferred under this Agreement and thereafter, the Firmware and Software and all copyrights therein are the property of the Seller and/or its third party licensors and the Buyer agrees to keep confidential such Firmware and Software. Buyer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Buyer shall implement adequate procedures controlling access to and use of the Software. Buyer shall not transfer the Software except with the prior written consent of Agfa. Buyer may make only one (1) archival or backup copy of the Software. The Agfa legend restricting Software use must appear on any copies of the Software. The Buyer agrees that it will not amend or alter, reverse engineer, decompile or re-digitize the Firmware or Software in any way. The Seller may terminate any license to use the Software granted hereunder immediately at any time by written notice to the Buyer if Buyer: (i) commits a material breach of any term of this Agreement, (ii) ceases to do business as a going concern, or (iii) has its assets assigned by law. Buyer acknowledges and recognizes that the Firmware, and to the extent applicable, the Software, is licensed and not sold, and all right, title and interest in and to the Firmware and Software are and shall remain with Seller and/or third parties whereby the license is owned by the Seller. Within thirty (30) days after this License terminates, Buyer shall, at its expense, return the Software to Agfa and destroy all copies of the Software including computer memory or storage copies.

X. Warranties

- A. For a period of ninety (90) days from the date of Installation Completion, and subject to the limitations and exclusions hereof, Seller warrants that the System and the Firmware will be free from material defects in materials and workmanship and substantially conform to the System Specifications under normal use and maintenance conditions and in an unmodified condition. These Warranties are not transferable. If during the aforementioned Warranty Period, the System or the Firmware is deemed to be defective in material or workmanship, the Seller's sole obligation under this warranty shall be the repair or replacement, at the Seller's sole option, of the defective System or parts thereof, and if applicable, to rectify substantial malfunctions of the Firmware (to the extent commercially practicable) by amending or patching the Firmware or supplying an alternative version of the Firmware. This warranty is conditional upon the Seller's receipt of written notice of the defect promptly after it has or should have become known to Buyer. Although Seller has tested the System and the Firmware, because the System and the Software is inherently complex, Seller does not warrant that the Software will function uninterrupted or error-free. except as specified in this section, there are no conditions or warranties, express or implied by statute or otherwise, relating to the System, all of which are hereby specifically excluded, and the Seller shall UNDER no circumstances be liable to the Buyer for any breach of such warranties or conditions. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ARE EXCLUDED. ALL WARRANTIES AND OBLIGATIONS OF AGFA SHALL TERMINATE IF CUSTOMER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES OR FAILS TO PAY ANY CHARGES OTHERWISE DUE AGFA. BOTH ORIGINAL AND REPLACEMENT PARTS AND SYSTEMS MAY BE NEW, SERVICEABLE USED OR REPROGRAMMABLE ITEMS EQUIVALENT TO NEW IN PERFORMANCE. REPAIR OR REPLACEMENT OF non-conformities or defective parts, AT SELLER'S SOLE DISCRETION, in the manner and for the time period provided above, shall constitute fulfillment of all DUTIES of the Seller to the Buyer with respect to, or arising out of the system or its use, whether based on contract, negligence, strict liability, or otherwise. The foregoing shall be the Buyer's exclusive remedy for any and all claimed deficiencies in quality for performance of the System.
- B. Any service or maintenance beyond the Warranty Period will have to be covered in separate service contracts and are not covered by this Agreement and Buyer shall be responsible for payment for all parts, labor and service that may be provided by Agfa beyond the Warranty Period.
- C. BUYER RECOGNIZES THAT THE WARRANTIES HERETOFORE DESCRIBED ARE CONDITIONED UPON BUYER'S SERVICE AND MAINTENANCE OF THE SYSTEM IN ACCORDANCE WITH SELLER'S SPECIFICATIONS AND RECOMMENDED USES. The warranties set forth herein shall not apply if the Buyer (i) fails to pay any part of the purchase price on the due date, (ii) abuses or modifies the System, (iii) operates the System in an environment with excessive dirt, moisture, chemical fumes, extremes of temperature or other improper conditions or utilizes inadequate production control procedures as recommended by Agfa, (iv) does not provide a source of electric power for the System consisting of a separate electric line installed from the main junction box for each unit of the System, (v) fails to maintain the System, (vi) if a failure of the System is attributable to use of the System with any other equipment, software or interfacing not furnished by the Seller, (vii) if a failure of the System is attributable to use of the System with consumable products or supplies not purchased from the Seller, (viii) if a failure of the System is attributable to operation of the System by personnel that have not successfully completed Seller training, (ix) if modification or repair of the System, or any part thereof, has been performed by anyone other than Seller's representatives, (x) if a failure of the System is attributable to normal wear and tear, abnormal working conditions, failure to follow Seller's instructions and/or maintenance procedures, acts or omissions by non-Seller personnel; (xi) if a failure of the System is attributable to exposure to conditions outside the range of the environmental, power and operating specifications provided by the Seller; or (xii) if a failure of the System is attributable to electrical or any other work external to the System.
- D. Third-Party Equipment and Software. Buyer acknowledges that certain of the Software is third-party software and is supplied by the Seller on an "AS IS" basis without condition or warranty of any kind, either express or implied, but Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller by such third party. Third party software and equipment will be warranted according to the warranties provided by the manufacturer of that software and equipment.
- E. THIS WRITING CONSTITUTES THE FINAL, COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THE WARRANTY AND REMEDY AS AGREED TO BY THE PARTIES TO THIS TRANSACTION. AGFA NEITHER AUTHORIZES NOR ADOPTS ANY STATEMENT MADE BY ANY REPRESENTATIVE WHICH DIFFERS FROM THE TERMS OF THIS WARRANTY AND REMEDY AS AGREED TO BY THE PARTIES TO THIS TRANSACTION.

XI. Promotion. The parties agree that Agfa may use Buyer's Installation Site as a reference or demonstration site for other Agfa customers.

XII. Agfa's Rights in the Event of Buyer's Default

- A. If Buyer defaults on any of its obligations under this Agreement including, but not limited to, the failure to make the payments required hereunder, and such default continues for a period of thirty (30) days after written notice thereof, Agfa may, in its sole discretion do any one or more of the following: (i) terminate this Agreement and demand that Customer immediately return the System to Agfa, (ii) terminate Buyer's line of credit, if any, or change the terms thereof, (iii) immediately declare all of Buyer's obligations to Seller under this Agreement due and payable, (iv) suspend or discontinue Seller's performance under this Agreement, (v) exercise any right or remedy available under the Uniform Commercial Code or any other applicable law, (vi) proceed by appropriate actions at law or in equity to enforce performance by Customer and/or to recover damages for breach of this Agreement, and/or (vii) in the event of non-payment by Buyer, if Buyer fails or refuses to provide to the satisfaction of Agfa with adequate assurance of its intent and ability to pay for the System pursuant to this Agreement, repossess the System in the custody or control of Buyer which has not been paid for by Buyer. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed to Seller and the enforcement of Seller's rights under this Agreement, including, without limitation, payment of all attorneys' fees and costs, arbitration costs and fees, court costs and any and all other costs, regardless of which party prevails with regard to any such claim or dispute.
- B. Bankruptcy of Buyer. Seller may immediately terminate this Agreement upon written notice to Buyer in the event that Buyer shall file in any court or agency, pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an the appointment of a receiver or trustee of Buyer or of its assets, or if Buyer proposes a written agreement of composition or extension of its debts, or if Buyer shall be served with an involuntary petition against it, filed in any insolvency proceeding, or if Buyer shall propose or be a party to any dissolution or liquidation, or if Buyer shall make an assignment for the benefit of its creditors.
- C. Damages. The parties acknowledge that the transactions contemplated by this Agreement are complex and involve, among other things, substantial commitments and long lead times with Third-Party Vendors. In the event that Buyer defaults on or breaches its obligations pursuant to this Agreement, Agfa and Buyer agree that Agfa will recover any and all damages flowing from such default or breach, including, but not limited to, the payment of obligations to Third-Party Vendors. The damages identified in this paragraph are not the exclusive remedy of Agfa and shall not preclude any other remedies available to Agfa at law or equity.
- D. The rights and remedies provided herein shall be cumulative and not exclusive of any other remedies Agfa may have in law or equity.

XIII. Limitation of Liability. The exclusive remedy of Customer and sole liability of Agfa in connection with the performance or non-performance of the System is repair or replacement of defective parts, provided that the part is returned and the defect confirmed by Agfa. If Agfa, in its sole opinion, is unable to install the System as warranted, Customer may recover actual and direct damages to the following limits, upon return of the System to Agfa: THE SOLE LIABILITY OF AGFA FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SYSTEM OR PORTIONS THEREOF WHICH IS THE SUBJECT OF THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE NET PRICE PAID BY BUYER TO AGFA FOR SYSTEM OR THE CONSUMABLE PRODUCTS WHICH ARE THE SUBJECT OF THE CAUSE OF ACTION. IN NO EVENT SHALL AGFA BE LIABLE FOR (i) DAMAGES CAUSED BY BUYER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (ii) DAMAGES CAUSED BY THE FAILURE BY BUYER TO COMPLY WITH ALL INSTRUCTIONS, SPECIFICATIONS, AND DIRECTIONS FOR THE PROPER USE AND HANDLING OF THE SYSTEM OR CONSUMABLE PRODUCTS, (iii) NORMAL VARIATIONS FROM SPECIFICATIONS WHICH ARE IMMATERIAL TO THE PERFORMANCE OF THE SYSTEM OR CONSUMABLE PRODUCTS, OR (iv) DEFECTS NOT REPORTED BY BUYER IN WRITING TO AGFA WITHIN THIRTY (30) DAYS AFTER BUYER DISCOVERS OR SHOULD HAVE DISCOVERED SUCH DEFECT. AGFA shall NOT, under any circumstances, be liable to buyer, whether in contract, tort or otherwise, for any indirect, special, consequential or incidental loss or damage (including, without limitation, loss of data, production, profit, contract or goodwill or claims of customers or third parties) resulting from breach of this Agreement or from negligence, even if the first party has previously been advised of the possibility of such loss or damage occurring.

XIV. Indemnification

- A. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller from and against any and all direct and indirect claims, demands, actions, liabilities, judgments, damages, losses, fines, penalties, forfeitures, costs and expenses, including, without limitation, attorneys' fees and costs of proceedings, arising out of, in connection with, resulting from or relating to any (i) breach of this Agreement by Buyer, including, without limitation, any event of Default by Buyer, (ii) personal injury or property damage caused by any intentional, reckless, negligent or other act (or omission) of Buyer or any of the Buyer Affiliates or any of its or their respective agents, employees, or representatives arising under or otherwise related to this Agreement or any Addendum hereto, and/or (iii) infringement of any patent, trademark, copyright or other intellectual property rights of Seller by Buyer or any other person given access to such patent, trademark, copyright or other intellectual property rights of Seller by Buyer or its or their respective agents, employees, or representatives.

- B. Seller hereby releases and agrees to indemnify, defend and hold harmless Buyer from and against any and all direct and indirect claims, demands, actions, liabilities, judgments, damages, losses, fines, penalties, forfeitures, costs and expenses, including, without limitation, attorneys' fees and costs of proceedings, arising out of, in connection with, resulting from or relating to: (i) breach of this Agreement by Seller, including, without limitation, any event of Default by Seller, and/or (ii) personal injury or property damage caused by any intentional, reckless, negligent or other act (or omission) of Seller or any of its or their respective agents, employees, or representatives arising under or otherwise related to this Agreement or any Addendum hereto.

XV. Force Majeure. Seller shall not be liable for any delay or failure in the performance of its obligations under this Agreement when such delay or failure is caused in whole and or part by circumstances beyond Seller's reasonable control including, without limitation, Acts of God, war, riot, flood, industrial or labor disputes, acts of state or governmental action, and/or failure or delay on the part of subcontractors, supplier or carriers. Any such delay or failure shall extend the time for performing such obligations with the period that its performance of such obligations is prevented by circumstances of Force Majeure.

XVI. Dispute Resolution. This Agreement shall be governed and interpreted in all respects by the laws of the State of New Jersey without regard to its conflicts of law provisions. The U.N. Convention on Contracts for the International Sales of Goods does not apply to this Agreement. The Parties agree that any dispute, controversy or claim arising from or relating to this Agreement, which cannot be amicably resolved between the Parties, shall be settled through binding arbitration, except that each Party may bring an action for specific performance or injunctive relief in any court of competent jurisdiction. Any such arbitration proceeding shall be held in Bergen County, New Jersey, and conducted by a single arbitrator under the then-current rules of the American Arbitration Association. The decision and award, if any, of the arbitrator shall be final and binding and any award so rendered may not be reviewed by any court having jurisdiction thereof. The costs of arbitration shall be borne by the Party incurring same, provided however, jointly incurred costs of arbitration, shall be borne equally by the Parties. Notwithstanding the foregoing, Agfa reserves the right to initiate arbitration in Buyer's forum state as set forth in the preamble above, at its sole option. The parties waive trial by jury in any litigation arising out of or related to this Agreement.

XVII. Confidentiality

- A. It is understood that the terms of this Agreement shall be kept confidential by Buyer and shall be discussed only as required to lenders, counsel, auditors, or others having a legitimate and bona fide business interest in the content hereof. The parties agree (i) not to disclose Proprietary Information of the other party outside the receiving party and its related companies; (ii) to limit dissemination of the other party's Proprietary Information only to personnel of the receiving party and its related companies who require access thereto to perform their functions; (iii) to return Proprietary Information to the disclosing party upon receipt of written request therefore from the disclosing party; and (iv) to use the other party's Proprietary Information solely for the purpose of evaluating the transaction. The standard of care to be utilized by the receiving party in the performance of the obligations set forth in this Paragraph shall be the standard of care utilized by the receiving party in treating its own Proprietary Information. In the event any information, documentation or devices disclosed or made available by one party hereto to the other contains one or more of the disclosing party's restrictive or proprietary legends, such legends shall not impose any additional obligations or restrictions upon the receiving party and such information, documentation and devices shall be subject solely to the terms and conditions of this Agreement.
- B. Nothing contained in this Agreement shall be construed as granting or conferring upon the receiving party any license under patents or copyrights of the disclosing party, and no such license or other rights shall arise from this Agreement or from any acts, statements or dealings resulting from or related to the execution of this Agreement or performance of the obligations of the parties hereunder. Each party agrees not to use information provided under this Agreement to guide or aid a search and evaluation for purposes of showing information provided hereunder is in the public domain. Each party undertakes that it will not include Proprietary Information of the other in any application for patent or utility model or design protection in any country filed by it on its behalf. Each party retains ownership to all technology related to Proprietary Information disclosed by it hereunder including all improvements, modifications or derivative works and any patents resulting therefrom.

XVIII. Insurance. Buyer agrees to maintain the following types of insurance coverage during the term of this Agreement, and provide certificates of insurance evidencing such coverages signed by authorized representatives of the insurer(s) providing coverage: (A) workers compensation insurance as required by law, and including an alternate employer endorsement in favor of Agfa; (B) employment practices liability insurance with limits of \$1 million per occurrence; and (C) Commercial general liability insurance with limits of not less than \$2 million per occurrence for bodily injury and \$2 million per occurrence for property damage, including coverage of the System prior to Installation. This policy(ies) shall name Agfa and Agfa Corporation as additional insureds and contain a cross-liability (severance of interests) clause. Such commercial general liability insurance shall be written on an occurrence basis, and be bound on a contractual basis so that Agfa's insurance carriers are bound by Buyer's undertakings set forth herein and coverage is extended under such policies to all liabilities assumed by Buyer herein. Buyer's insurance shall be primary and non-contributory to any insurance coverage maintained by Agfa. Buyer shall be responsible for any deductibles contained in any of the foregoing policies.

IX. General

- A. Entire agreement. This Agreement and attached Addenda and Exhibits, incorporated by reference herein, if any, represent the entire agreement between the Parties concerning the subject matter hereof. The parties agree that this Agreement contains all the terms agreed regarding the subject matter of this Agreement and supersedes any prior agreement, understanding or arrangement between parties, whether oral or in writing. The Parties fully understand their responsibilities and do not rely on any oral or written representations not contained in this Agreement. Agfa 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.
- B. Conflicts. No conflict between the terms of this Agreement and any purchase orders or other discounts related to this Agreement is intended; however, in the event of a conflict, the terms of this Agreement shall control.
- C. Compliance with laws and regulations. The parties shall comply at their own expense with all applicable laws, ordinances, regulations and codes that are applicable to their respective performance pursuant to this Agreement, including applicable labor laws.
- D. Assignment, delegation and subcontracting. Buyer shall not assign or transfer this Agreement or its rights or obligations hereunder without the express prior written consent of Seller. However, Seller shall have the right to assign this Agreement and any and all attendant rights and obligations to any person at any time without first obtaining Buyer's consent. In the event of an assignment permitted under this section, this Agreement and/or the rights and obligations hereto shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- E. Waiver. Any failure or delay on the part of either Party in exercising any right or remedy hereunder shall not be held to be a waiver of such right or remedy or any other provision of this Agreement.
- F. Notices. All notices given hereunder shall be sent by certified mail, return receipt requested, to:

For Agfa:

Patricia Blais
Manager, Business Operations
Agfa Graphics
200 Ballardvale Street
Suite 101
Wilmington, MA 01887

with a copy to:

Christopher M. Santomassimo, Esq.
Nicoll Davis & Spinella LLP
95 Route 17 South, Suite 203
Paramus, NJ 07652

For Buyer:

However, either Party may change its address by prior written notice to the other Party. Notices shall be deemed received upon receipt or within five (5) business days of postmark, whichever shall first occur.

- G. Amendment. All amendments to this Agreement must be in writing and signed by Seller and Buyer. Any change or addition to this Agreement in any order or other written notification from the Buyer, without the written agreement by Agfa, shall have no effect, even if Agfa ships subsequent to it.
- H. Headings not controlling. The headings used in this Agreement are for reference purposes only and shall not be deemed part of this Agreement.
- I. Survival. The terms, provision, representations and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance and termination of this Agreement, including, without limitation, confidentiality obligations and the making of any and all payments hereunder.
- J. Exhibits. Exhibits A and B are hereby incorporated into this Agreement.
- K. Execution in counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. The parties each represent and warrant that the execution of this Agreement and consummation of the transactions contemplated by this Agreement will not result in a breach, violation or default of any terms or provisions of any agreement, instrument, restriction, plan, judgment or decree to which it is a party of by which it may be bound.
- M. Independent contractors. The parties acknowledge that in performing their obligations hereunder, each party is acting as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise or other similar arrangement between the parties. Neither party has the authority to enter into any agreement, or make any warranty or representation on behalf of the other party, except where and to the extent specifically authorized to do so in writing. To the extent that either party utilizes its employees for the performance of its duties pursuant to this Agreement, that party shall be solely responsible for the payment of salaries and wages to such employees and matters relating thereto (including the

withholding and/or payment of all federal, state and local income and other payroll taxes), workers compensation, disability benefits, and all such other legal requirements of like nature applicable to such employees.

- N. Authority. Each party represents and warrants that the person signing this Agreement on its behalf has the full legal authority to sign this Agreement and bind that party to this Agreement's terms and conditions.
- O. Each party and counsel for each party has reviewed this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- P. Severability. In the event that one or more of the provisions or portions of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. The unenforceability of any provision of this Agreement in any competent jurisdiction shall not affect the enforceability of any other provision(s) or of such provision in any other competent jurisdiction.
- Q. Mutual Cooperation. The parties shall cooperate mutually to ensure the completion of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officer or representative as of the date written below.

BPI Media Group

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Date: _____

AGFA CORPORATION

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Date: _____

AGFA CORPORATION CONTRACT ADMINISTRATION

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Date: _____