



Fort Pierce, 08 de Diciembre de 2020

Sres.: AC y Cia.  
 Medellin - COLOMBIA  
 Att.: Sr. Alvaro Cadavid

## ***Propuesta Comercial***

### ***1. Cálculo de Precio del Sistema Propuesto***

<u>Cant.</u>	<u>Descripción</u>	<u>Precio en US\$</u>
<b>1 (un)</b>	<b>Sistema de Impresión Variable &amp; Gestión de Datos Graph-Tech:</b>	
	2 (dos) Sistemas de Impresión mod. GT-EZ Jet 65, precargados con UV curing ink.	
	1 (un) Dispositivos de Montaje para posicionamiento del cabezal de impresión.	
	1 (un) Puente de desplazamiento manual transversal para posiciones de Impresión & Servicio de Impresor	
	1 (un) SuperTracker Basic, monitor, teclado, mouse, Windows 7 Embeeded Pro.	
	1 (un) Software / Licencia Graph-Tech – Lite preinstalado + Drivers GT	
	1 (un) Utilería preinstalada de control de posición.	
	1 (un) Utilería preinstalada de control de producción.	
	1 (un) Encoder 10,000 ppr. con Base de montaje & polea vulcanizada.	
<b>1 (un)</b>	<b>Sistema de Curado de Tinta UV LED Firefly:</b>	
	1 (una) Lampara de curado UV Led de 75mm.	
	1 (un) Kits de Montaje para unidad de curado UV LED	
	1 (una) Licencia de control de lámpara UV.	
	1 (un) Sistema de control de potencia OEM de lámpara UV.	
	1 (una) Fuente de alimentación OEM, 40 Amp. para lámpara UV y control.	

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**Total...      USD \$60,000.00**



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## ***2. Condiciones Generales:***

Esta oferta tiene una validez de 15 días a partir de la fecha.

Se aplican a la misma nuestros términos y condiciones generales.

El precio cotizado es **EX-Works Fort Pierce, FL, USA**, no incluye packaging, ni impuestos en el destino.

La Orden de Compra deberá ser emitida a nombre de GRAPH-TECH-USA, LLC. Attn. Mr. Markus Portmann.

Condiciones de Pago:

Equipo 1:

Pago 100% al finalizar la prueba en fabrica.

Equipo 2:

Pago 50% anticipo.

Pago 40% prioritario al envío.

Pago 10% al finalizar la instalación.

Garantía 12 meses luego de la instalación sobre partes exclusivamente, no incluye mano de obra. Aplican condiciones de Garantía especiales para Impresor EZJet.

## ***3. Condiciones de Entrega:***

Entrega ExWorks GTUS – Fort Pierce, FLORIDA USA: Inmediato a partir de recibida la Orden de Compra junto con el cumplimiento de las condiciones de pago.

## ***4. Consideraciones:***

El cliente debe proporcionar una zona libre para la fijación de la lámpara y el cabezal. La zona debe tener al menos 500 mm de espacio libre y accesible a la superficie del sustrato. El mismo debe estar controlado en su tensión y pasar completamente plano por la misma. Nosotros podemos adecuar un modulo especial, pero eso implicaría cotizarlo por separado.

## ***5. Notas y condiciones especiales aplicables a la propuesta:***

El primer sistema se envía a fin de probarlo y dar la aprobación del cliente.

El periodo de duración de la prueba del primer sistema será de 45 días, luego de esto, el cliente debe pagarlo en su totalidad o devolverlo, con cargo de envío a su cuenta.

El segundo sistema debe ser confirmado y su anticipo pagado dentro de los treinta días posteriores a la aprobación del primer sistema.

En todos los casos el cliente debe enviar una bobina de plástico tratado y con las condiciones de tensión superficial, impresión, etc. similares a los que se deberá imprimir en planta. La prueba se realizara en GTUSA y estará a disposición del cliente para su verificación, tanto de calidad como de adherencia.



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### **Installation and Training**

GTUS® follows a disciplined process for installation and acceptance testing to ensure customer satisfaction. After installation, the customer and GTUS® will conduct a **Site Acceptance Test (SAT) in accordance with the User Acceptance Protocol attached as Exhibit A.** A simulated production run will allow GTUS® to validate the system from a mechanical point of view. The material used for the SAT will be supplied by the customer.

GTUS® and our distributors have a history of providing exceptional training and education services for operations, maintenance and management personnel. Together with our local partners/distributors, we have developed a fundamental understanding of our customers' business needs. GTUS® will ensure your staff is offered comprehensive instruction by teaching with hands-on, practical Installation and Training for each customer application is not included in the proposed price and add travel expenses which will be the responsibility of the customer and invoiced separately. (each quotation may differ).

Note: Additional service time is chargeable @ \$1250.00/day per technician, plus travel expenses to include lodging, car rental and \$130.00 per diem.

This Proposal is subject to confirmation of final configuration and functional specification of materials to be processed. GTUS®'s participation in the project will be limited to the scope of work set forth in this document.

### **Warranty**

GTUS® warrants that the products sold hereunder will conform to GTUS®'s specifications and will be free of defects in workmanship. During the one year warranty period, GTUS® will, at its option, repair, replace or refund the purchase price of GTUS® products which prove to be defective in material or workmanship or which do not conform to applicable GTUS® specifications. For products returned to GTUS® for warranty repair or replacement, Customer

shall obtain a return materials authorization number ("RMA") and shipping instructions from GTUS®, follow the proper cleaning/flushing in

accordance with the respective product manuals, and return the product shipping charges prepaid. Shipping charges for the return of products to the Customer for all other locations, the warranty excludes all costs of shipping, customs clearance and any other related charges. All replaced

products shall remain the property of GTUS®. Customer shall be responsible for the installation of any part replaced by GTUS® hereunder, and shall be GTUS® at Customer's request, at GTUS®'s current time and materials rates.

GTUS® offers a thirty (30) day warranty on labor from installation date. Buyer is responsible for travel expenses during this period. After thirty (30) days, Customer shall be responsible for the installation of any part replaced by GTUS® hereunder, and shall be responsible for the cost of any maintenance services. This warranty does not extend to claims that result, in GTUS®'s judgment, from misuse, negligence, neglect, improper maintenance, alterations or repairs performed by personnel not employed, trained or certified by GTUS®, or operation using supplies or other parts which do not conform to, or are used in. Please note that GTUS® does not offer any warranty on locked or plugged nozzle jets on the GTUS® GT-JET head modules. (GTUS® has a head refurbishment program for heads that require service. For complete details please contact your GTUS® representative). A defective Inkjet head will only be EXCEPT FOR THE ABOVE WARRANTY, GTUS®

MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY AS TO MERCHANTABILITY OR In addition, GTUS® shall not be liable on any claim under the warranty unless GTUS® shall have received notice of such claim from Customer within 30 (thirty) days of Customer discovering the facts giving rise to such claim.



**GRAPH-TECH-USA, LLC**

3200 N Kings Highway, Fort Pierce, FL 34951 / U.S.A. / [markus@graphtech.us](mailto:markus@graphtech.us)

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## **TERMS AND CONDITIONS**

The terms and conditions set forth herein supersede all prior written or oral statements or undertakings between Buyer and GTUS® ("Seller") and constitute the entire and only agreement between them relating to the subject matter hereof, and any representation, affirmation of fact, prior course of dealing, promise or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party.

### **ACCEPTANCE**

For the purposes of this agreement order, Acceptance shall be by Buyer signing and returning a copy of GTUS®'s Quotation Purchase Agreement. All sales by GTUS® are made under the Terms and Conditions, as set forth herein. Provisions of any purchase order submitted by the Buyer shall be of no force and effect, regardless of any provisions to the contrary in any such purchase order. GTUS®'s failure to take exception to the terms and conditions embodied in any purchase order submitted by the Buyer shall not be construed as a waiver of the above provisions.

### **CANCELLATION**

After acceptance by Buyer as specified in paragraph 1 of the Standard Terms and Conditions herein, cancellation can only be made with

GTUS®'s written consent and upon payment of charges for all work accomplished and expenditures made by GTUS®, including prospective profits.

### **PAYMENTS**

Seller's standard payment terms are net thirty (30) days from the date of invoice unless otherwise amended in writing. If the financial condition of Buyer at any time is such as to give Seller, in its judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations hereunder, Seller may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Seller until such payment has been received. Failure to furnish such payment within ten (10) days of demand by Seller shall constitute a repudiation of the contract, and in such event, Seller shall be entitled to cancellation charges. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the estate and shall receive cancellation charges.

Title and right of possession to the products sold hereunder shall remain with Seller until all payments hereunder shall have been made in full in cash, and Buyer agrees to do all acts necessary to maintain such title in Seller.

### **DELIVERY AND TRANSPORTATION**

Delivery dates quoted herein are based on the best information now available and are subject to change.

Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods and other catastrophes; due to inability to obtain necessary labor, materials, components or manufacturing facilities; or due to any other commercial impracticality. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay.

Unless otherwise agreed to in writing by Seller, delivery of all products hereunder shall be made f.o.b. point of shipment, with transportation and crating expenses paid by Buyer, and risk of loss or damage to the products shall pass to Buyer upon delivery to the carrier. It shall be the responsibility of Buyer to file any claims with the carrier. Where Buyer furnishes special transportation instructions, Buyer agrees to bear all related expenses, including any special packaging or special handling charges.



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## **INSPECTION**

If upon receipt and inspection of products by Buyer, such products appear not to be in conformance with this contract, the Buyer shall, within 30 days after the receipt thereof, notify Seller of such condition and afford Seller a reasonable opportunity to inspect the products and make appropriate adjustment or replacement. The remedies afforded Buyer under paragraph entitled "Exclusive Remedy; Limitation on Liability" shall be exclusive for defective products discovered upon inspection.

## **SERVICES**

So long as it shall continue to sell a particular product line, Seller hereby undertakes to provide upon reasonable notice and at its then current hourly rate plus commercial transportation costs any technical service requested by Buyer or any subsequent purchaser for the installation, repair or reconditioning of such products sold hereunder.

## **LIMITED WARRANTY**

Seller warrants that at the time of delivery, the products sold hereunder will conform to Seller's specifications and will be free of defects in workmanship and materials. Seller's liability and Buyer's remedy under this warranty are limited to repair or replacement (at Seller's discretion) at no net charge to the Buyer all parts which are shown to Seller's reasonable discretion to have been defective, provided that written notice of such defect shall have been given by Buyer to Seller within 30 days after receipt thereof. Transportation charges for the return of defective parts to Seller and their reshipment to Buyer and the risk thereof will be borne by Seller only if such parts are returned to Seller following Seller's standard return procedures. Warranty service will be performed without charge to the Buyer during Seller's normal business hours. This warranty does not extend to claims that result, in Seller's reasonable judgment, from Buyer's misuse, negligence, neglect, improper installation or maintenance, alterations or repairs performed by personnel not employed, trained or certified by Seller, or operation using printer supplies or other parts which do not conform to, or are used in a manner inconsistent with, the product design. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE.

## **EXCLUSIVE REMEDY; LIMITATION ON LIABILITY**

Seller's sole obligation under the foregoing warranty will be limited to either, at Seller's sole option, repairing or replacing the product at Seller's factory or refunding the purchase price of the defective product. At Buyer's election, Seller will repair the defective product at Buyer's place of business, provided that Buyer agrees to pay for such repair services at Seller's then current hourly rate plus commercial transportation costs. The foregoing shall be buyer's exclusive remedy for breach of such warranty or other obligation arising by operation of law with respect to the products, whether founded in contract or tort (including negligence) arising out of, based upon, or resulting from (i) this contract, or the performance of breach thereof, (ii) the design, manufacture, sale, delivery, resale, repair, replacement, or use of such products, or (iii) any claim, suit, or action alleging that the use or resale by buyer or any subsequent purchaser or user of products delivered hereunder infringes any united states patent or any other intellectual property right of any third party. In no event shall seller have any liability for special, incidental, or consequential damages hereunder. No agreement varying or extending the foregoing warranties, remedies, or limitations will be binding upon seller unless in writing and signed by a duly authorized officer of seller.



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**SAFETY COMPLIANCE LIABILITY (OSHA):** GTUS® agrees to cooperate with Buyer in finding feasible solutions to possible compliance problems with OSHA or any like national, state, or local laws. However, because GTUS® has little control over many factors which may significantly affect the safety of the machinery, GTUS® does not warrant the machinery to be in compliance with all such laws. Buyer will be solely responsible for compliance, including any associated expenses.

**BUYER'S INDEMNITY OBLIGATIONS**

Buyer agrees to indemnify and hold harmless Seller and its affiliates, directors, officers, employees, and agents and their respective successors and assigns from any loss, damage, claim, liability, action (whether based on contract or tort), suit, proceeding, demand, costs, or expense arising out of, based upon, or resulting from (i) the misuse, negligence, neglect, improper installation or maintenance, or alteration of the products; and (ii) any claim, suit, or action alleging that the use or resale by Buyer or any subsequent purchaser or user of products delivered hereunder infringes any United States patent or any other intellectual property right of any third party.

**PROPRIETARY RIGHTS**

Seller shall retain all rights to any invention, technical data and information, whether or not patent-able, arising out of or resulting from services rendered and products furnished by Seller for Buyer's use.

**TAXES**

Prices do not include sales, use, property, stamp, recording or other special taxes, levies or duties imposed by a governmental authority either directly or indirectly on the sale, transfer, installation or servicing of the products sold hereunder. Any such taxes or assessments of whatever nature will be promptly paid by Buyer or, if imposed on Seller, shall be invoiced to Buyer for prompt payment.

**NO THIRD PARTY BENEFICIARIES**

This contract is not intended to create any right, claim, or remedy in favor of any person or entity other than the parties hereto and their respective successors and permitted assigns.

**ASSIGNMENT**

Neither this contract nor any of the rights, duties, or obligations hereunder may be assigned by Buyer without the prior written consent of Seller and any attempted assignment thereof without such prior written consent shall be null and void.

**GENERAL**

These terms and any agreement arising here from or arising from this transaction shall be construed, interpreted and governed in all respects by the laws of the State of Florida and shall be construed to be between merchants. Seller will comply with all applicable Federal, State and local laws necessary to be complied within connection herewith and specifically represents that any products to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.



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**Customer Authorized Representative 's Assent to the Proposal**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**Vendors Authorized Representative 's Assent to the Proposal**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_