



1090 Cliveden Ave, Unit 103
Delta, British Columbia V3M 6E6
Tel: 604 525-7940 or 1 888 634-727
Fax: 604 525-7929

Name:	Across the Board Creations	Shipping Address:	No:	1
Address:	5030 Duck Creek Rd	Same	Date:	1-Aug-19
City, Province:	Wynndel, BC V0B2N2		Terms:	COD
Phone #:	2508665757		Deposits:	15%
Fax #:			F.O.B.	Chicago
Attention:	Kevin Galloway		Currency:	USD

SALES QUOTATION

Qty.	Description	Net Price
1	HMS3D18002E Massivit 1800 3D Printer w/ 2 Print Heads <i>Includes: 2 print heads, 19kg start-up pail of Dimengel printing material and flash light kit (CAD or 3D modeling software is not supplied with the machine)</i>	\$375,000.00
1	WMSV00002 Massivit Smart (Slicer software/ a pre-press)	\$5,000.00
1	Dimengel Start-Up for Installation (1pail x 19kg)	included
	ZEQFRT Freight (FOB Chicago) Training & Install	\$7,500.00
	Options: Dimengel Printing Material - Shipped in 19kg pail Massivit Smart Estimation Simulator - a restricted version of the smart software for estimations only. Cannot be used for printing	\$1,900.00 \$500.00
	Please note pricing is in U.S Dollars*	

All taxes are extra if applicable **USD \$387,500.00**

ND Graphics is not responsible for Software operating on customer's existing hardware configuration.
ND Graphics will re-configure customer's hardware to match manufacturer's Specifications for \$ 180.00 /hr + parts.
Customer is responsible for electrical set up & configuration as per manufacturer's Equipment specifications.
Any equipment training purchased must be used within 6 months from the receipt of the equipment.
Manufacturer's Warranty - 12 month warranty (covers all parts and labor except print heads and UV lamps)

Leasing Information

Prices are valid for seven (7) days of quotation unless otherwise noted.

TERMS AND CONDITIONS OF SALE

PLEASE READ CAREFULLY. Upon signature, this is a BINDING CONTRACT of sale of the equipment specified above. Unless otherwise noted, a deposit of 15% is required at the time of placing the order and full payment is to be made on a COD basis, as defined in this contract. The Seller is not the manufacturer of the specified equipment and the Seller is providing NO WARRANTY OF ANY KIND in respect to the specified equipment. This contract consists of all of the terms and conditions set out on the FRONT side and the REVERSE side of this document.

Purchaser: _____ Seller: ND GRAPHICS
(Complete Legal Name)
Signature _____ Date _____ Signature _____

Thank you for the opportunity to quote on your requirements. If you have any questions concerning this quotation, please do not hesitate to call us. **Your Contact:** Frank Novinc Tel: 604 525-7940 or 1 888 634-7274

Visit ndgraphics.com or call 1 888 NDGRAPH for more info on your piece of equipment

TERMS AND CONDITIONS OF SALE

1. **PURCHASE AND SALE.** The Purchaser agrees to purchase the equipment at the purchase price specified above and upon all of the terms and conditions set out in this contract. This contract constitutes the full and complete agreement and merges any other understanding. In no case shall the Purchaser's or manufacturer's transactional documentation (e.g., order forms and invoices) be deemed to apply to the Seller. All applicable taxes upon the purchase price, including GST and retail sales tax, if any, shall be borne and paid by the Purchaser. For the purposes of this contract, "equipment" includes any computer software specified above.
2. **PAYMENT OF PURCHASE PRICE.** Unless otherwise specified above, the Purchaser shall pay a deposit of 15% at the time of placing the order and shall pay the balance in full upon a COD basis. Payment on a COD basis means payment in full before or at the time of physical delivery of the equipment to the Purchaser's premises, whether or not further assembly, installation or testing is required to put the equipment into operation. If other payment terms are specified above, the Purchaser agrees to make all of the required payments in the amounts and at the times specified above. The Purchaser agrees to make all such payments at the required times, regardless of any problems it might have with the equipment, including its operation, capability, installation or repair and regardless of any claim it might have against the manufacturer.
3. **SHIPPING, DELIVERY AND INSTALLATION.** Dates of shipping, delivery and installation are approximate only, and the Seller is not liable for any damages arising from any delay in shipment, delivery or installation of the equipment. Unless otherwise specified, the Purchaser shall arrange and pay for all shipping charges (including the charges for full replacement cost insurance coverage) to transport the equipment from the Seller's premises at the location set out above to the Purchaser's premises, and the Seller is not responsible for any damages occurring during such shipment.
4. **RETENTION OF TITLE.** Notwithstanding any other terms or conditions, the title to, property in and ownership of the equipment will remain in the Seller until the Purchaser has paid the purchase price and all other amounts payable hereunder in full and performed all other obligations hereunder.
5. **SECURITY INTEREST.** The parties hereby acknowledge their mutual intention that the Seller shall have a security interest in the equipment for the purposes of the Personal Property Security Act of Ontario ("the Act"), and similar applicable legislation in other Provinces, that the parties have agreed not to postpone the time for attachment of such security interest and that the Purchaser is to have rights in the equipment upon the execution of this contract. Such security interest shall extend to any and all proceeds of the equipment or any portion thereof. The Seller may register statements under the Act, and/or similar applicable legislation in other Provinces, and the Purchaser hereby waives receipt of, and the right to receive, a copy of any such registered statement or verification statement with respect thereto.
6. **DISCLAIMER OF ALL CONDITIONS AND WARRANTIES.** The Purchaser is purchasing the equipment upon an "as is/where is" basis from the Seller. The Purchaser acknowledges that the Seller has made NO REPRESENTATIONS OR WARRANTIES, whether express or implied by statute or usage of trade as to the existence, description, condition, cost, size, quality or quantity of the equipment, and has made NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Purchaser is relying upon its own skill and judgment, and is solely responsible for ensuring that the electrical setup and configuration of the equipment is in accordance with the manufacturer's specifications.
7. **EXCLUSION OF ALL LIABILITY.** The Purchaser acknowledges that THE SELLER IS NOT LIABLE UNDER ANY CIRCUMSTANCES (whether the claim is based upon fundamental breach, negligence, misrepresentation or other contract or tort claim) FOR ANY GENERAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), OR FOR ANY THIRD PARTY CLAIMS MADE AGAINST THE PURCHASER FOR LOSSES OR DAMAGES, OR FOR PUNITIVE DAMAGES.
8. **MANUFACTURER'S WARRANTY.** Nothing contained in this contract shall affect in any way whatsoever the warranty or guarantee, if any, given by the manufacturer of the equipment or any part thereof. The Purchaser shall ascertain the existence and scope of any manufacturer's warranty.
9. **RISK OF LOSS AND INSURANCE.** The Purchaser shall assume all risk of loss, injury, damage, destruction or confiscation of the equipment from the time of delivery to the Purchaser's premises, and the Purchaser shall be responsible for insuring the equipment in accordance with the terms and conditions hereof as of the date of such delivery.
10. **INDEMNITY.** The Purchaser agrees to indemnify, defend and hold the Seller harmless from and against, any and all damages (including special, indirect, incidental and consequential damages), liabilities (including liabilities for death and personal injury), penalties, claims and expenses, including any and all lawyer's fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, selection, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of equipment.
11. **INTEREST, COLLECTION CHARGES AND LAWYER'S FEES.** If any part of any sum is not paid when due, the Purchaser agrees to pay the Seller: (a) a late charge to compensate the Seller for collecting and processing the late sum, such late charge is stipulated and liquidated at \$20.00 for each delayed sum, plus (b) a carrying charge for every month after the first month in which the sum is late to compensate the Seller for the inability to reinvest the sum, both before and after judgment, such carrying charge is stipulated and liquidated at 24 percent per annum, calculated monthly, or when less, the maximum allowed by applicable law, plus (c) all costs of collection, including collectors' contingency fees, the Seller's reasonable lawyer fees as damages and not costs in all proceedings arising under this contract, including any arbitration, bankruptcy proceeding, civil action, mediation, counterclaim or post-judgment action or appeal with respect to any of the foregoing, plus (d) a returned cheque or non-sufficient funds ("NSF") charge to reimburse the Seller for its time and expense incurred with respect to a cheque that is returned for any reason, stipulated and liquidated at the greater of \$25.00 or actual bank charges to the Seller, plus other amounts allowed by law.
12. **WARRANTIES AND COVENANTS OF THE PURCHASER.** The Purchaser warrants and covenants that, until the purchase price and all other amounts payable hereunder have been paid in full and all other obligations herein have been satisfied, it shall: (a) not sell, lease, or otherwise dispose of the equipment or any part thereof without the prior written consent of the Seller (b) keep the equipment free of all liens, charges and encumbrances (c) not move or transfer the equipment or any part thereof from the Purchaser's premises without the prior written consent of the Seller (d) use the equipment only in the manner for which it is designed and shall keep the equipment in good condition and repair, reasonable wear and tear excepted (e) prevent the equipment from becoming an accession to any personal property not subject to this contract, or becoming affixed to any real property without the prior written consent of the Seller (f) upon request of the Seller, obtain a written acknowledgement from any landlord or mortgagee of the Purchaser's premises of the right of the Seller to enforce the security interest created by this contract in priority to any claim of such landlord or mortgagee (g) permit the Seller to inspect the equipment and for that purpose to enter the Purchaser's premises during reasonable business hours and upon reasonable notice (h) pay all costs and expenses of the Seller (including all legal fees and disbursements on a complete indemnity basis) incurred in the exercise of any and all of the rights, remedies and powers of the Seller under this contract, and recovering or repossessing the equipment, and any other proceedings taken for the purpose of enforcing the remedies provided herein (i) peacefully yield up possession of the equipment to the Seller in the event of any default by the Purchaser and (j) maintain all-risks property insurance in respect of the equipment on a replacement cost basis, cause the Seller to be recorded as a loss payee on any such insurance policy and provide the Seller with proof satisfactory to the Seller of such insurance on request.
13. **DEFAULT BY PURCHASER.** The unpaid balance of the purchase price and all other obligations (whether or not payable on demand) shall, at the option of the Seller, become immediately due and payable, and the security hereby constituted shall become enforceable, in each and every one of the following events of default by the Purchaser: (a) the Purchaser defaults in making any payment hereby required (b) the Purchaser assigns, moves, pledges, sells or relinquishes possession of the equipment, or attempts to do so, without the Seller's prior written consent (c) the Purchaser defaults in observing or complying with any other covenant, undertaking, term or condition contained herein or in any other agreement between the Purchaser and the Seller, and fails to remedy such default within ten business days after written notice thereof has been given by the Seller (d) any of the representations or warranties of the Purchaser contained herein or in any document furnished in connection herewith proves to have been untrue in any material respect at the time it was made (e) any execution or writ or process is issued in any action or proceeding to seize or detain the equipment (f) the Purchaser becomes insolvent or unable to pay its debts when due, stops doing business as a going concern, merges, consolidates, transfers all or substantially all of its assets, makes an assignment for the benefit of creditors, appoints a trustee or receiver or undergoes a substantial deterioration of financial health (g) the Seller in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the obligations in full when due is or is about to be impaired or that the equipment is or is about to be placed in jeopardy.
14. **REMEDIES OF SELLER.** Upon the occurrence of any event of default by the Purchaser, the Seller shall have the following rights, powers and remedies: (a) to commence legal action to enforce payment or performance of any or all of the obligations (b) to retake possession of the equipment without court order or other process of law, and for such purpose may enter upon any premises where the equipment may be, and remove the equipment or any part thereof (c) to enjoy and exercise all of the rights and remedies of a secured creditor under the Act (d) to sell, lease or dispose of all or any part of the equipment whether by public or private sale or lease or otherwise and on any terms as long as every aspect of the disposition is commercially reasonable (e) to apply the proceeds of disposition first, in payment of all costs and expenses incurred by the Seller in the exercise of all or any of the powers granted to it under this contract, including those referred to paragraph 10 (h), second, in payment of the obligations of the Purchaser, and third, in payment of any surplus in accordance with applicable law (f) to recover any deficiency from the Purchaser. The remedies are cumulative and in addition to all other remedies existing at law or in equity or by statute. The exercise or non-exercise of any right or remedy shall not limit or prejudice the Seller as to the right or remedy or as to any other rights or remedies provided by applicable law. No waiver of a single breach or default shall operate or be construed as a waiver of any subsequent breach or default. All waivers hereunder must be in writing and signed by the Seller.
15. **NOTICE.** Any notices required to be given hereunder shall be given in writing by hand delivery or overnight courier or certified mail or facsimile, and directed to the address of each party set forth in this contract or such other address as either party may substitute by written notice from time to time.
16. **GENERAL.** The parties agree that time is of the essence. The provisions of this contract are severable and shall not be affected or impaired if any provision is held to be unenforceable, invalid, or illegal. Any provisions held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to the extent possible to conform with such statute or rule. Any action under or in connection with this contract by the Purchaser against the Seller shall be commenced within one (1) year after any such cause of action accrues. This contract shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby attorn to the non-exclusive jurisdiction of the Courts of such Province.
17. **ENTIRE AGREEMENT.** There are no representations, agreements, warranties, conditions, covenants or terms, express or implied, collateral or otherwise, affecting this contract or the security constituted hereby or the Purchaser's obligations and liabilities hereunder other than those expressly contained herein. No amendment of this contract is effective unless it is in writing and signed by both parties.

The Purchaser acknowledges receipt of a copy of this contract:

Signature _____