



## Quote for OPmobility

### Project: IMM42 Robot Cell

**Project Purpose:** This quote is for Koops to design, fabricate, build and program a robotic IMM tending cell.

Technical Spec:	20250501_AND_IMM42_RobotCell
Quote Team:	James Oosterhouse / Chad Jessup
Quote Reviewed By:	John Gauthier / Chris Rachek
Quote Number:	OPM1017Q01
Quote Creation Date:	6/27/25

#### Koops Contacts:

**James Oosterhouse** | Applications Engineer | james.r.oosterhouse@koops.com  
**Chad Jessup** | Concepts Engineer | chad.v.jessup@koops.com  
**Joshua Stahl** | Sales Resource | josh.d.stahl@koops.com  
**Chris Rachek** | Project Manager | chris.j.rachek@koops.com

#### OPmobility Contacts:

**Moe Christopher** | moe.christopher@opmobility.com  
**Marion Beillard** | marion.beillard@opmobility.com  
**William Kratky** | william.kratky@opmobility.com  
**Derek Trimmer** | derek.trimmer@plasticomnium.com

*This quote is considered to be a confidential document developed by Koops, Inc. for you, OPmobility, and is not to be distributed to any other entity outside OPmobility.*

**Table of Contents**

Project Phases/Milestones:	3
Customer Product:	4
Machine Concept:	4
Operation Sequence:	5
Machine Concept and Features List:	6
Product & Machine Assumptions:	8
Molding Communication Setup:	9
Mold Tool Maturation Support	9
EOAT Compatibility & Part Loading into the Mold Tool	9
De-Gating Assumptions	9
Flaming Assumptions	9
Other Assumptions	9
Install Details:	11
Customer Responsibilities:	12
Deliverables:	12
Price:	13
Terms & Conditions:	14

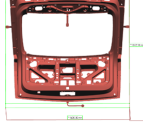
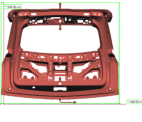
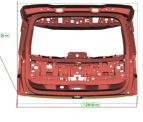





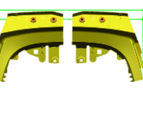

**Project Phases/Milestones:**

Estimated project kick-off date:	TBD
Koops backlog at time of quote (weeks):	0
Estimated build time based on Koops work load (weeks):	35-40
Estimated ready for run-off at Koops, Inc. date:	TBD
Estimated ready to ship date:	TBD

- Timing to be confirmed after receipt of PO.
- A purchase order, applicable prototype parts, and all relevant CAD data (CAD data must be functional when imported to be considered "received") are due from the Customer in order to consider the project "kicked-off" and meet proposed project timing. Note: if there are delays in the delivery of production parts, project timing will be impacted.
- Koops must receive all items to be supplied by OPMobility prior to starting machine assembly.
- "Equipment ready to ship" means that the equipment is disassembled, crated and on Koops floor ready to be loaded for shipment to the customer's facility.
- All dates given here assume that there are no work stoppages due to facilities issues, unavailability of parts or operators, run-off scheduling difficulties, or any other reason(s) outside of Koops' control.
- The pricing and timing presented in this Proposal/Agreement are firm for 14 days from the date of bid. Pricing is based on the schedule stated in this proposal. Changes in the schedule or scope may need to be requested.
- Regarding external forces outside of Koops control (**e.g. the cost impact of tariffs**), Koops will work to mitigate or minimize the impact these factors will have on the project. However it may be necessary to adjust pricing and timing if Koops is unable to resolve internally.
- If the project becomes delayed due to late production parts from the customer or customer-driven schedule delays, Koops reserves the right to invoice for either the second down payment or payment in full.
- The initial payment is non-refundable. By proceeding, you agree to this policy. Please refer to our terms for more details.
- A review of safety systems will be conducted at the time of the design review/approval meeting.
- This quote is considered to be a confidential document developed by Koops, Inc. for you, and is not to be distributed to any other entity.

## Customer Product:

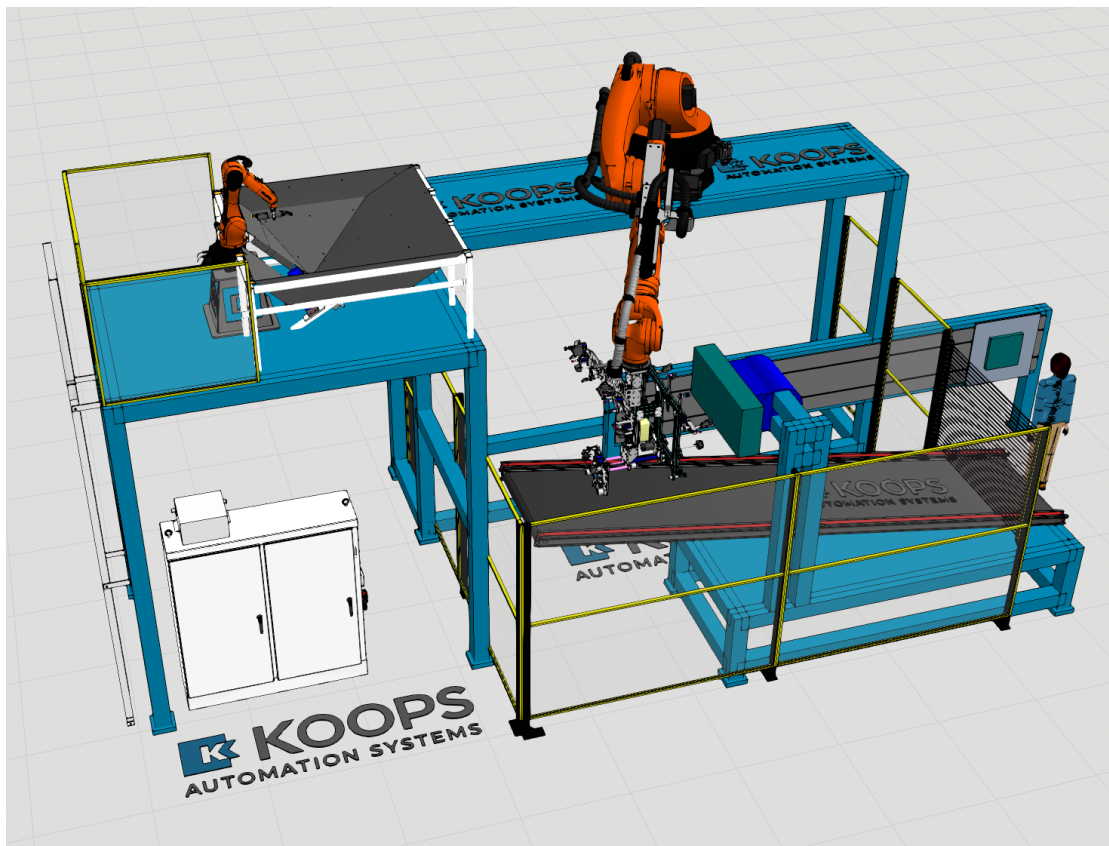
This quote is based on the information that was available at the time of quoting. If additional part types, versions, or styles of part are revealed or detailed out after kickoff, Koops reserves the right to issue change orders/modify the original quote to cover the additional scope.

Part Picture	Part Description	QTY	Part Picture	Part Description	QTY	Part Picture	Part Description	QTY
	L233 Liftgate Inner Injected Panel Width: 1400mm Height: 1373mm Depth: 368mm	1		L234 Liftgate Inner Injected Panel Width: 1469mm Height: 1247mm Depth: 320mm	1		J4U Liftgate Inner Injected Panel Width: 1300mm Height: 1031mm Depth: 322mm	1
	L233 Latch Reinforcement Bracket	1		L234 Latch Reinforcement Bracket	1		J4U Latch Reinforcement Bracket	1
	L233 Hinge Reinforcement Brackets	1 EA		L234 Hinge Reinforcement Brackets	1 EA		J4U Hinge Reinforcement Brackets	1 EA
				L234 Wiper Motor Reinforcement Bracket	1			

INSERTED PHOTO IS FOR REFERENCE ONLY. THIS IS NOT THE COMNFIRMED PART COMPONENCE

## Machine Concept:

This a conceptual representation only. The final design may differ.



## Operation Sequence:

A dash "-" in the cycle time indicates operator time; Koops is not responsible for operator time.

Cycle times in parenthesis, (#), indicate machine operation overlap and do not add to overall cycle time.

OP = Operator    MA = Machine    RT = Robot

		Estimated Machine Cycle Time (sec.)
<b>Machine Sequence (Goal &lt;=10 + OP time)</b>		
OP	Operator Loads Inserts into Nest	-
OP	Operator presses cycle start	-
MA	Machine shuttles nest in horizontally	10
MA	Machine returns nest to operator	(10)
<b>Total:</b>		10
<b>Robot Sequence #1 (Goal &lt;=15)</b>		
RT	Robot picks up inserts from nest	5
RT	Robot places inserts in IMM	10
<b>Total:</b>		15
<b>Robot Sequence #2 (Goal &lt;=40)</b>		
RT	Robot rotates EOAT	4
RT	Robot removes completed part from IMM	8
RT	Robot presents part to de-gating subsystem	3
RT	Part is de-gated	8
RT	(if needed) Robot presents part to flaming subsystem	3
RT	(if needed) Part is flamed	10
RT	(if needed) Robot places part on flip fixture	3
MA	(if needed) flip fixture places part on conveyor	(4)
RT	Robot places part on Conveyor	4
OP	Operator unloads finished part	-
<b>Total:</b>		28-43

## Machine Concept and Features List:

### Machine Frame Base:

- Welded steel base frame with integrated fork pockets
- Fixed work height
- Main frame anchored to Huskie IMM at customer facility
- Painted or powder-coated finish per customer specifications
- Aluminum base plate
- Structure for overhead light and operator cooling fan
- Air preparation unit: includes filter, regulator, and shut-off
- Valve stack integrated into frame

### Fixture:

- Fixture to hold and present steel inserts for robotic pick-up
- Machined nests for accurate insert positioning
- CNC supports and manual adjustment guides for insert positioning
- Servo-powered flip fixture to adjust parts

### Guarding:

- Guarding on all pinch points
- 3-sided guarding with steel wire mesh panels
- (1) vertical set of safety light curtains
- (2) Floor scanners included

### Controls:

- Controls housed in a dedicated enclosure mounted on the machine base
- Allen Bradley CompactLogix control system
- Allen Bradley PanelView+ HMI
- Sensor suite for error-proofing, including:
  - Part presence photo-eyes
  - Cylinder switches for positioning

### Robot Integration and EOAT:

- Kuka KR 240 R3330 (To be purchased by OPmobility)
  - EOATs provided by OPmobility
- Kuka KR 6 R900 sixx (To be purchased by OPmobility)
  - (1) EOAT for de-gating provided
- ATI QC-160 master coupler

### Insert Loading System:

- Horizontal shuttle presenting part nest to robot for loading

### Conveyance and Part Handling:

- Pivoting conveyance device for finished part handling with inside and outside conveyor control

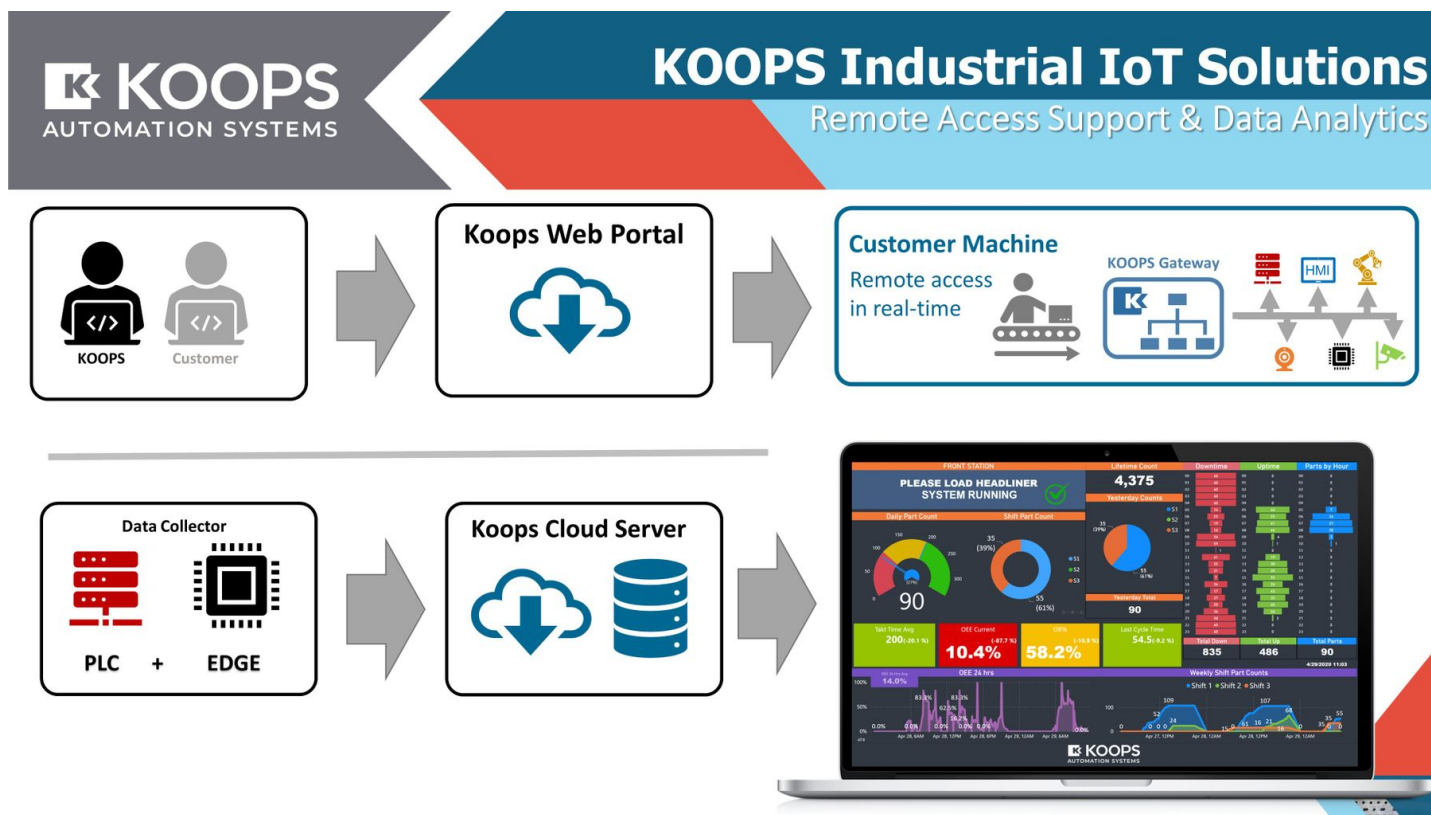
### Other:

- (1) FTS Technologies Deflashing Unit
- Electrical Panel Certification for UL and OSHA Standards
- Training for (2) shifts for (4) hours each on Koops equipment, does not include 3rd-party training (ie. Kuka robots)

## Koops Industrial IoT Solutions

- Tier 1: RA: Remote Access Support
  - Remote Access allows remote connectivity to your machine to provide technical support. Actual troubleshooting and programming time will be billed separately
- Tier 2: DA: Data Analytics
  - Data Analytics adds machine metrics and dashboard visualizations to your machine for up to 8 datasets. This package includes the first year of Koops Cloud services, which are needed for dashboard visualizations. Yearly renewals start at \$2,400/year. We also offer custom Data Integration solutions to work with existing machines and MES/ERP systems. Call us for details!

*Don't see something that fits your needs? Talk to us about custom IoT solutions!*



**Product & Machine Assumptions:**

1. Operator times are estimates and will vary depending on operator skill and dexterity levels.
2. This station will abide by the ergonomic requirements, as long as part design allows.
3. Machine tolerances will be held to a degree that will ensure the components are assembled in a repeatable fashion. If the components themselves are out of tolerance, this station will not have the ability to force into compliance components that are already out of spec., nor be able to solve issues associated with tolerance stack-ups in the assembled components themselves.
4. This quote makes several assumptions on part verification techniques because parts are not currently available for testing. The quoted techniques are based on Koops' past experiences and knowledge, and Koops has a high degree of confidence in the quoted solutions. However, if unforeseen part characteristics require verification techniques other than what has been quoted here, an Engineering Change Order (ECO) may be required.
5. This quote assumes that all items on this quote will be sourced to Koops and will be purchased and built concurrently.
6. If equipment is complete and the receiving plant is not prepared to receive the equipment or if ECOs extend the delivery of equipment, a warehousing fee may be applied.
7. Machines come standard with metric fasteners. English fasteners can be incorporated at additional cost.
8. This quote assumes that the manufacturing environment in which this equipment will operate is within the temperature and humidity guidelines specified by the component manufacturers. Generally these fall within 15°C - 26°C; and 20% - 60% humidity. If manufacturing conditions are not within these limits, it is the customer's responsibility to notify Koops so that provisions can be made. These provisions may incur additional cost.
9. Not included in this quote, the following can be quoted at OPmobility's request.
  - barcode scanners
  - installation rigging
  - plant network programming
  - line side racking or WIP racks
  - CMM study
  - Third party safety inspections

**Plant Network Programming Assumptions:**

1. This quote includes estimates for sending quality-check data only and does not include provisions for machine sequence changes to accommodate incoming plant network data.
2. This quote does not include additional external devices for plant network communication.
3. Additional hardware or programming beyond this scope will be quoted upon request.

**Customer Responsibilities:**

1. Define plant network protocol or provide working example
2. Provide detailed network handshaking sequence at beginning of programming phase
3. Provide list of all tags and required information to be transmitted (serial numbers, quality data, etc.)
4. Provide list of all device IP addresses (if applicable).



### **Molding Communication Setup:**

Koops will schedule a mandatory meeting with the customer and the molding machine technical support team to establish the necessary hardware and communication protocols. This meeting is essential to ensure seamless integration between the molding machine and the Koops automation system. Koops will cover one initial trip during the equipment installation to implement the communication setup.

**Additional Trips:** Any additional trips required due to issues with the molding machine's communication compatibility or functionality will be billed as an ECO and will include travel labor hours and associated travel expenses (including lodging, meals, and transportation).

### **Mold Tool Maturation Support**

Koops will provide support during the scheduled runoff of the molding equipment as outlined in the project timing.

**Mold Tool Removal for Maturation:** If the mold tool requires removal for maturation and the runoff cannot be completed as planned, additional trips will be necessary. The customer will provide the machine cell for integration and debugging. Koops recommends establishing a bank of parts in advance. If additional trips are required in the future, they will be categorized as "Additional Trips" and billed accordingly.

### **EOAT Compatibility & Part Loading into the Mold Tool**

Koops requires a detailed layout of the mold tool drawings. Koops will provide a layout of the EOAT to confirm compatibility.

**Part Loading Issues:** If parts cannot be properly loaded into the mold tool due to interference or incompatibility, it will be the customer's responsibility to resolve these issues or it will need to be quoted as an ECO. The customer will provide the machine cell for integration and debugging. Koops recommends establishing a bank of parts in advance. If additional trips are required in the future, they will be categorized as "Additional Trips" and billed accordingly.

### **De-Gating Assumptions**

1. De-gating method and tooling will be based on customer-provided part samples and/or design data available at time of quoting. Any changes to part design, gate location, or parting line geometry after kickoff may require an (ECO).
2. Koops assumes no part-specific variability will affect the success of the de-gating process and is not confirming with vision
3. Koops will not be held responsible for cosmetic defects caused by the de-gating process unless an explicit surface quality requirement is defined and agreed upon prior to design.

### **Flaming Assumptions**

1. Flaming system performance is based on Koops' standard process settings and customer-supplied part data. If process parameters must be modified to meet specific adhesion or cosmetic results, this will be addressed through an ECO.
2. No validation or measurement of surface activation is included in this quote.

### **Other Assumptions**

1. Koops must have unrestricted access to the equipment (including the IMM) during the installation and SAT period. Any limitations to access may result in delays and/or additional charges via an ECO.
2. All end-of-arm tooling (EOAT) used by Koops will be designed, manufactured, and implemented by Koops. If OPmobility intends to reuse existing EOATs, it is the customer's responsibility to adapt or integrate them. Any Koops time or support associated with existing EOATs will be quoted separately. Koops is not responsible for integrating "Legacy" parts.

**Run-off at Koops (FAT):**

- The Run-off at Koops will consist of running the equipment at Koops' facility with onsite customer representation. OPmobility is required to provide support labor, a quantity of parts listed below, and supervision.
- In the event that OPmobility cannot provide the necessary parts or components to complete this FAT, Koops will perform a dry-run of the machine to prove all of the functionality proposed in this quote, and consider this a successful FAT milestone for invoicing purposes. In the case that there are no parts available for Runoff, OPmobility will be charged for additional hours required to debug the machine onsite.
- Koops will provide our own technicians to manage downtime events.
- Run-off at Koops deliverables will consist of:
  - 2 hour run
  - TBD completed parts that do not require any rework
  - Full operation of all safety devices
  - Full operation of all systems included in this quote
  - Full operation of all Reset Sequences and recovery procedures

**Run-off at OPmobility (SAT):**

- Run-off at the Customer will consist of running the equipment at OPmobility's facility with onsite customer and Koops representation. OPmobility is required to provide support labor, a quantity of parts listed below, and supervision.
- In the event that OPmobility cannot provide the necessary parts or components to complete this SAT, Koops will perform a dry-run of the machine to prove all of the functionality proposed in this quote, and consider this a successful SAT milestone for invoicing purposes. In the case that there are no parts available for Runoff, OPmobility will be charged for additional hours required to debug the machine onsite
- Koops will provide our own technicians to manage downtime events
- Run-off at OPmobility deliverables will consist of:
  - 2 hour run
  - TBD completed parts that do not require any rework
  - Full operation of all safety devices
  - Full operation of all systems included in this quote
  - Full operation of all Reset Sequences and recovery procedures

**Install Details:**

1. This quote includes (20) days of Install, Training, & Support at OPmobility's Anderson, SC plant.
2. This quote assumes support will take place during normal first shift hours on weekdays (Monday - Friday from 8:00am - 5:00pm, Koops is closed on Sunday). Koops must have **unrestricted access** to the line and IMM. Additional support beyond this time and outside the scope of this quote will require an ECO.
3. Plant safety training requirements must be specified before install / service calls so that an ECO can be given to cover all Koops' expenses. If Koops personnel arrives and are not allowed to install or provide service due to safety training, an invoice will be given to cover the additional expenses. All safety training must be in English.

**Shipping:****Incoterms**

- Shipping is FCA (Free Carrier) Destination. Koops loads truck(s) at Koops' facility and pays for shipping expenses to the ship to address specified below where customer takes delivery. Customer pays for any shipping to final destination from this ship to address. Koops is not responsible for any duties, taxes, and any importation charges or responsibilities.

**Named Place of Delivery & Destination:**

- Koops, Inc.  
25 Brookfield Oaks Dr.  
Greenville, SC 29607

**PO Origination Country:**

- United States of America

**Koops' Sold-From Entity:**

- Koops, Inc. (USA)

**Final Equipment Installation Country:**

- United States of America

**Final Equipment Installation City, State:**

- Anderson, SC

*Koops reserves the right to update this quote (or ECO) per any special requirements related to the final destination of this equipment.*

**Customer Responsibilities:**

- Attend the project kick-off meeting. Signature required at the meeting.
- Attend all design reviews. Signatures required at each meeting.
- Provide 3D CAD data of all parts at project kick-off.
- Provide samples of each relevant part to be processed on the equipment. The following are the estimated quantities of each part that will be needed for design and test runs. Quantities will be refined and confirmed after receipt of order.
  - (TBD) of each part at project kick-off
  - (TBD) of each part for fixture debug 6 weeks prior to run-off at Koops
  - (TBD) of each part for run-off at Koops
- Provide operators for run-off at Koops Inc.
- Sign off approval of the equipment before shipment.
- Provide a forklift and driver to unload and set the equipment at customers site.
- Provide site prep and utility drops to the equipment.
- Provide and connect electric and air to the equipment.
- Provide operators and maintenance team for run-off and training at customers site.
- Provide all line side racking, totes and WIP racks.

**Service and Support, post install:**

Koops recommends a budget for spare parts of 5-10% of total machine cost. Koops can also provide long term protection for your equipment investment with the purchase of an annual or bi-annual preventative maintenance plan. For more information on spare parts or preventative maintenance packages please contact our Service and Support team at [support@koops.com](mailto:support@koops.com)

**Deliverables:**

1. Equipment per above features and assumptions.
2. Electronic documentation package including (where applicable):
  - \* *Additional documentation items (risk assessment, FMEA, etc.) may be requested, but are not included in the quoted price of the equipment unless specifically stated. Hardcopies of the documentation may also be purchased separately.*
  - Installation instructions
  - Preventative maintenance instructions
  - List of suggested spare parts
  - Assembly drawings
  - Electrical prints
  - Pneumatic prints
  - Machine programs

**Safety:**

1. Each machine is audited for safety by a member of Koops internal safety team.
2. Includes lock-out/tag-out review, stop-distance calculations, hazard review, and reach studies.

**Price:**

Prices for all line items are Budgetary, unless noted otherwise. Purchase orders for firm quotes can be emailed to [PO@koops.com](mailto:PO@koops.com).

#	Item	Price
<b>Base Content</b>		
1	<b>IMM Tending Cell</b> <i>(2) Kuku Robots not included</i> <i>(20) Days of Installation &amp; Support Included</i>	\$798,820
		<b>\$798,820.00</b>
<b>Optional Content</b>		
<input type="checkbox"/>	RA: Remote Access Support Remote Access allows remote connectivity to your machine to provide technical support. Actual troubleshooting and programming time will be billed separately. (per machine)	\$3,200
		<b>\$0.00</b>

**Total** **\$798,820**

**Invoicing Schedule:**
**Koops 30/30/30/10**

Payment #1: 30% ARO. This payment is non-refundable.

Payment #2: 30% Net 30 due upon Customer's review & approval of engineering drawings.

Payment #3: 30% Net 30 due upon acceptance at Koops, Inc.'s facility.

Payment #4: 10% Net 30 due upon final acceptance by the Customer on its floor.

**Terms & Conditions:**

1. These terms and conditions on this Quote Form, including all additions and Assumptions added by Koops, Inc. (hereinafter "Agreement") represent the sole governing document and agreement between Koops, Inc. (hereinafter "Koops") and Purchaser for Koops' products and services and supersede all previous terms and conditions, representations or guaranties, verbal or otherwise. Except as expressly provided herein, this Agreement shall not be modified or supplement in any respect except by written agreement signed by both parties stating an intent to modify this Agreement.
2. All orders must be in writing and accepted by a specific designee of Koops. Acknowledgment of receipt of purchase order does not constitute acceptance.
3. An agreement subject to these Terms and Conditions may not be assigned or transferred by Purchaser to any third party without written consent of Koops.
4. The performance of an agreement subject to these Terms and Conditions will be governed by the laws of the State of Michigan.
5. All purchase orders must reference this proposal/agreement. Once the proposal has been accepted please use our corporate billing address below. Purchase orders can be emailed to [PO@koops.com](mailto:PO@koops.com).  
**Koops, Inc.**  
**987 Productions Ct.**  
**Holland, MI 49423**
6. This quote does not include sales tax. Applicable sales tax may be applied to invoices where an appropriate tax exemption certificate is not provided by the customer.
7. Purchaser warrants and represents that it shall comply with all laws and regulations of the United States applicable to the export from the United States (including transshipment) of goods purchased hereunder and the export, disclosure or other transmission of any technical data as may be in force and effect from time to time. Purchaser shall obtain, at its expense, all requisite governmental licenses, permits and approvals for the export of such goods and technical data. This paragraph shall survive the expiration of an agreement subject to these Terms and Conditions.
8. The items and conditions of this Agreement will apply to each order accepted or shipped by Koops. Purchaser may use its standard order form to order Products pursuant to this Agreement, provided that only the typed or handwritten provisions on the face of an order specifying the Products, price, quantities and order dates may supplement this Agreement, and all other terms of Purchaser's order will be deemed deleted and shall not become a part of this Agreement even if the order is accepted by Koops. This provision will apply even if Purchaser's request for quote, purchase order or any other document (except a signed written modification as described in Section 1) states otherwise.
9. The pricing and timing presented in this Proposal/Agreement are firm for 14 days from the date of bid. Pricing is based on the schedule stated in this proposal. Changes in the schedule or scope may need to be requested.
10. Past due balances shall be subject to a financing fee of 1 ½% per month.
11. Program changes that impact cost or timing (including: cancellation, reduction in quantity, or deferment of delivery) will require an amendment to the purchase order. Such changes will be documented and submitted using an ECO form.

12. In the event of written project cancellation by the Purchaser, the Purchaser agrees to pay Koops an equitable amount. This amount will be calculated by Koops based on the projects current direct cost (parts and labor) plus appropriate overhead burden and cancellation fees; then provided to the customer on a formal ECO quote. At the discretion of the Purchaser, Koops will attempt to return unused components and material to its vendors, and the cost of returned components and material will be deducted from the total owed Koops by the Purchaser. Final cancellation charges are payable to Koops within 15 days of agreed upon charges. Upon payment receipt, the unreturnable parts and material, along with project engineering drawings (.iges or .dwg format) will be made available for the Purchaser to pick-up at Koops' facility.
13. Purchaser shall pay for all taxes and duties resulting from this Agreement and for any other activities therein, but exclusive of taxes based on Koops, Inc.'s income. Any personal property taxes assessable on the equipment supplied by Koops, Inc. shall be borne by Purchaser.
14. Koops' responsibility to fulfill the contractual obligations set forth in this quote (project scope, timing, etc.) requires that there are no project impacts due to: failure of the customer to meet their requirements set forth in this quote, or any other reason(s) outside of Koops' control such as acts of God or government authorities, natural disasters, or other emergencies, war, terrorism or threats of terrorism, government regulations, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation. In the case of such events, Koops will notify the customer of the impact, and provide a recovery plan.
- 15.1 Title and risk of loss shall pass from Koops to Purchaser upon delivery FOB Holland, Michigan. The procuring of all necessary permits and licenses for shipment and compliance with any Governmental Regulations shall be the sole responsibility of Purchaser.
- 15.2. Koops reserves the right to not ship any product or provide any service in the event Purchaser's financial condition or prospects become unsatisfactory to Koops. Koops may require a Letter of Credit from Purchaser's bank prior to the acceptance or execution of this Agreement or any portion of this agreement, and Purchaser agrees to provide this instrument to Koops at Koops' request.
16. Purchaser shall indemnify Koops, Inc. for any and all claims, demands, damages, or judgments including incidental costs and attorneys' fees incurred in connection therewith against Koops, Inc. for injuries or damages to third-party Purchasers or users of equipment sold by Koops, Inc. to Purchaser.
17. Purchaser agrees not to engage in or conduct any reverse engineering or analysis of the equipment supplied by Koops, Inc. nor cause nor request any other company, person, or entity to do the same for the purposes of analyzing the equipment supplied by Koops, Inc. without the prior written consent of Koops, Inc. In any event, any analysis information concerning the equipment supplied by Koops, Inc. shall be considered TECHNICAL INFORMATION AND KNOW-HOW under this agreement.

18. Purchaser agrees to keep in confidence all TECHNICAL INFORMATION AND KNOW-HOW disclosed to it by Koops, Inc. and agrees not to use for any purpose whatsoever, nor disclose to any third party any such TECHNICAL INFORMATION AND KNOW-HOW disclosed to them by Koops, Inc. without the express written consent of Koops, Inc.
19. The obligations of confidentiality and use, as set forth above, shall not apply to any information, that which:
  1. (a) is already disclosed through public use in printed publications;
  2. (b) after the disclosure becomes disclosed to the public in printed publications through no-fault of Purchaser;
  3. (c) Purchaser can show by prior written documentation was in its possession at the time of the disclosure and was obtained from a source other than Koops, Inc. or another party who is not under obligation of confidentiality with respect to such information from Koops, Inc.;
  4. (d) Purchaser can show was subsequently disclosed to it by third parties having no direct or implied obligation to Koops, Inc.; or
  5. (e) is subsequently developed by an employee of Purchaser who has no access to the TECHNICAL INFORMATION AND KNOW-HOW disclosed by Koops, Inc. to Purchaser.
20. Nothing in this proposal, nor in any performance by Koops, Inc., shall be deemed by implication or otherwise to convey to Purchaser any right under any patents, patent applications or inventions, trade secrets, or confidential information owned by Koops, Inc. Nor shall this proposal be deemed a commitment of any kind by Koops, Inc. to enter into any further agreement with Purchaser.
21. By accepting this proposal, I grant permission to Koops, Inc. to take and use visual/audio images of machinery they produce. Visual/audio images or any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that Koops owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as the Koops' web site, YouTube, sales materials, publications, promotions, broadcasts, advertisements, and all marketing purposes. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. Any proprietary processes which the machine(s) is/are performing will not be disclosed or shown in a way that compromises the proprietary nature of the process.
22. The initial payment remitted by the client upon execution of this Agreement is considered fully earned upon receipt and is non-refundable. This non-refundable payment represents consideration for Koops commencement of engineering services, including but not limited to project initiation, preliminary design, resource allocation, and other preparatory activities essential to the project's progression.



**Acceptance:**

1. For 20 days after shipment by Koops of the product, Purchaser shall have the right to examine and test the product in accordance with the Technical Specifications. If Purchaser finds the product does not conform with the Technical Specifications, and such nonconformity unreasonably prohibits the product from performing as designed, Purchaser shall notify Koops in writing of the defect within 30 days after shipment by Koops. Otherwise, Purchaser shall notify Koops of its acceptance. If Purchaser neither notifies Koops of a defect nor gives notice of its acceptance, Purchaser shall be deemed to have accepted as of the 30th day after Koops' shipment.
2. Except as provided herein, upon notification by Purchaser of any defect as described in the above paragraph, Koops shall within 120 days, at its own expense, modify the product to eliminate such defects. Purchaser agrees to grant Koops reasonable access to the product at Purchaser's facilities to effect modifications. If after the modification the product still contains a defect as described in the above paragraph, Purchaser shall notify Koops in writing of the defect within 10 days. Otherwise, Purchaser shall notify Koops of its acceptance. If Purchaser neither notifies Koops of defect nor gives notice of its acceptance, Purchaser shall be deemed to have accepted as of the 10th day after completion of Koops modifications. If within the 10 days, a notice is received that a defect continues to exist as described in the above paragraph, Koops shall have an additional 90 days, at its expense to modify the product to eliminate the defects, with the same rights to access. Upon completion of this work if Purchaser finds the product contains a defect as described in the above paragraph, Purchaser shall notify Koops in writing of the defect within 10 days. Otherwise, Purchaser shall notify Koops of its acceptance. If Purchaser neither notifies Koops of such defect nor gives notice of its acceptance, Purchaser shall be deemed to have accepted as of the 10th day after completion of Koops modifications. If Koops either elects to not modify the product or is unable to modify the product to conform with the Technical Specifications or otherwise conform to commercial standards, Purchaser may return the product to Koops and receive refund of the purchase price, which remedy shall be Purchaser's sole and exclusive remedy, regardless of any notification to Koops of any incidental or consequential damages or the potential thereof.
3. Koops' obligations to eliminate defects shall be waived by Purchaser and the Purchaser shall be deemed to have accepted the product if: (a) the product is used in a way other than intended and set forth in this agreement and/or the documentation accompanying the product, (b) maintenance is not performed in the prescribed manner, (c) the product is serviced by someone not authorized by Koops, (d) the product is integrated with another manufacturer's product without the approval of Koops, (e) all Assumptions have not been met or otherwise are a factor in the performance of the product or (f) Koops provided a disclaimer or warning to Purchaser regarding the feasibility of the design of the product.
4. Upon Acceptance of the product by Purchaser, Koops shall have no further obligations to repair the product. Notwithstanding anything hereto to the contrary, Koops performance of any modification when there is no obligation to do so shall not create any additional rights to Purchaser or otherwise act as a waiver of the express provisions in this Agreement.

**Warranty:**

1. Koops, Inc. warrants this product against defects in workmanship and materials for a period of 1 year from delivery. All purchased component warranties shall consist of the warranty provided by the manufacturer of the purchased components; no additional warranty or modifications to manufacturer's warranties are provided by Koops, Inc. The following render the warranty invalid: (i) the product handled or used in a way, or for a purpose, other than it is designed for, or other than its intended purpose or use, (ii) maintenance is not performed by persons qualified to maintain the product, or in the manner prescribed by Koops, Inc., or prescribed by purchased component manufacturers, (iii) the product is modified without the approval of Koops' Engineering, (iv) or the product is integrated with another manufacturer's product without the approval of Koops Engineering.
2. Koops, Inc. makes no other warranty, express or implied, of any nature, except that Koops, Inc. warrants its title to the equipment sold to Purchaser.
3. Warranty Disclaimer. The Foregoing Warranties Are In Lieu Of All Other Warranties, Whether Written, Express Or Implied, Including Without Limiting The Generality Of The Foregoing, Each And Every Warranty Of Merchantability And Fitness For A Particular Purpose.
4. Limitations of Damages. Koops, Inc. shall not be liable for any special, incidental, or consequential damages arising out of the supply of equipment to Purchaser, even if Koops, Inc. has been advised of the possibility of such damages. Koops, Inc.'s liability for any cause whatsoever is limited to the total price paid to Koops, Inc. No action, regardless of the forum thereof, shall be brought more than one (1) year thereafter the cause of action has arisen.
5. Nothing in this quote shall be construed as a warranty or representation by Koops, Inc. (i) of the validity or scope of any patents or patent rights owned by Koops, Inc., (ii) that the practice or use of any equipment sold by Koops, Inc. does not constitute an infringement of rights of third parties, or (iii) of any assumption by Koops, Inc. or any responsibility or liability for any such infringement.

ALL ASSUMPTIONS AND OTHER ADDITIONS TO THIS QUOTE FORM ADDED BY KOOPS ARE INCORPORATED HEREIN.  
END OF QUOTE FORM