

3. PRICING BID FORM

Hydraulic Press Brake	Bid price Quantity - 1 (cost-one unit)
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Base Bid price- Hydraulic Press Brake	\$ 69,490
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Shipping costs, delivery costs, installation costs	\$ included not included
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All installation, set-up, training and on-site customer support cost is included	\$ included not included
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ALTERNATE PROPOSAL – please submit complete product specifications and terms for any alternatives being proposed. Used equipment will be considered if no new equipment is available and if the pricing and terms are favorable to the school.

1. SIGNATURE

Having carefully reviewed the Bid Specifications supplied by Erie County Technical School and being completely familiar with all requirements and conditions set forth, the undersigned agrees to supply all materials and services required for the project. The undersigned further acknowledges the right of Erie County Technical School to reject any and all bids and to waive any defect in form. The undersigned further certifies that this bid was prepared independently and without collusion with any known bidders in compliance with the Pennsylvania Anti-Bid-Rigging Act.

Firm Name Cincinnati Incorporated

Address 334 Ella Grasso Turnpike

City, State, Zip Code Windsor Locks, CT 06096

Phone (866) 244-9170

By Kenneth Satryb

Title Regional Sales Manager

Signature Kenneth Satryb Date 11/7/08

CINCINNATI

CINCINNATI INCORPORATED Box 11111, Cincinnati, Ohio 45211-0111

November 3, 2008

Mr. Paul Fritz
Business Manager
ERIE COUNTY TECHNICAL SCHOOL
8500 Oliver Road,
Erie, PA 16509-4699

NORTHEASTERN REGIONAL OFFICE
334 Ella Grasso Turnpike
South Wing Suite 210
Windsor Locks, CT 06096
866-244-9170
860-292-6653 Fax

Dear Mr. Fritz,

In response to your request for bid proposals for a press brake and your General Specifications A - R we respond as follows:

- A. - F Understood and comply.
- G. See Terms and Conditions attached.
- H. New Machine, comply.
- I. Delivery and installation of machine is not included in our bid proposal. However, as per our bid proposal we do provide a service technician to inspect installation (by others) and confirm proper procedures were followed.
- J. - K. Understood and comply.
- L. - M. Machine is shipped F.O.B. Harrison, OH. No responsibility assumed by CINCINNATI INCORPORATED. See Terms and Conditions attached.
- N. Our warranty is very specific and is included in this bid. It is our only compliance to this specification.
- O. No compliance: our Terms and Conditions are as quoted.
- P. Need more specific information to comply with the intent of this provision. Our employees are certainly aware of the sensitive nature as it applies to children and the professionalism of our industry.
- R. If favored with the contract, we would require our check to be returned within 10 days of machine shipment. If unsuccessful, we require our check be returned immediately.

ERIE COUNTY TECHNICAL SCHOOL
Hydraulic Press Brake Proposal
November 3, 2008
Page 2 of 2

I am hopeful our bid proposal for the subject press brake will be acceptable and meet your requirements.

We appreciate the opportunity to offer the CINCINNATI 60PF4 Proform Press Brake for the program and look forward to working with you on this equipment need.

Please feel free to contact me if I can be of further assistance.

Very Truly Yours,

CINCINNATI INCORPORATED

Mark B. Mahon
Sales Engineer

/kp

CINCINNATI

CINCINNATI INCORPORATED Box 11111, Cincinnati, Ohio 45211-0111

November 3, 2008

Mr. Steve Cyphert
ERIE COUNTY TECH SCHOOL
8500 Oliver Road
Erie, PA 16509

NORTHEASTERN REGIONAL OFFICE
334 Ella Grasso Turnpike
South Wing Suite 210
Windsor Locks, CT 06096
866-244-9170
860-292-6653 Fax

60PF4 CINCINNATI
Proform Hydraulic Press Brake
Proposal # NRO-08-051-B

Dear Mr. Cyphert:

We are pleased to submit our proposal covering the subject CINCINNATI Proform Hydraulic Press Brake.

Rising labor rates and changing work skills require equipment that is fast, productive and easy to operate. The Proform can provide the following tangible benefits:

Increased Productivity

The Proform combines state-of-the-art hydraulics and PC-based control technology to maximize machine productivity through rapid cycle times and fast setup. The cycle time for a specific part is optimized by providing a rapid approach speed from the top of the stroke to a programmable speed change point positioned just above the top of the material. The forming speed can be programmed to form the material as quickly as possible while avoiding part whip-up and material marking. A programmable return speed is used to return the ram from the bottom of the stroke to the top of the next stroke in minimal time. Ram opening is programmable for each bend minimizing part cycle time.

A 24" range CNC SX backgage is included as standard with the 60PF. The backgage improves productivity by allowing parts with multiple flange dimensions to be formed in a single handling.

Quick and Easy Setup

Industry has recognized the need to reduce setup times to successfully implement low lot production techniques. The Proform features an industrial PC-based control with Windows operating system, a large capacity hard drive for storing repeat jobs, an Ethernet port for network communications, and two USB Convenience Outlets. Part programs are created on the machine control or on a remote PC using the optional Cincinnati Bend Simulation Module.

The operator interfaces with the control through a touchscreen on a 15" flat panel color display. A simple program can be created, run and edited from one intuitive screen. Ram reversal positions and gage allowance values are manually input or calculated by the control making programming fast and simple for even inexperienced operators. CAD facilities allow the operator to create a complete part program by first drawing the part on the control screen. Ram reversal can be programmed by angle, position or tonnage to a minimum of 5% of the machine capacity. A Tool Library is used by the control to calculate ram positions, gage positions and maximum tonnage. Tool segment lengths and locations are graphically displayed instructing setup personnel where to install the dies.

For fast die changes, the Cincinnati Proform is compatible with European and American style tooling. The graphical tool library displays both styles and the operator can switch between tools in seconds. Precision tooling eliminates the need to align the dies and segmented tooling encourages safe handling without requiring a crane or second operator. Wilson Express Clamping System™ punch holders and Cincinnati Power Clamping are offered as options to accomplish fast die clamping.

Accurate Parts Production

Each housing of the machine is equipped with a .0004" resolution absolute linear transducer to accurately monitor ram position. This allows for ram repeatability to be maintained within $\pm .001$ " along the entire length of the press brake. The strategic mounting of the transducers keeps variations in side housing deflection from affecting angular consistency.

Each Proform must pass a series of rigorous tests before shipment. These tests include verification of ram repeatability and parallelism 99.8% (3-Sigma) of the time. Test results are permanently filed by the machine serial number.

A servo proportional valve with closed loop feedback precisely controls each cylinder. This assures that ram repeatability is not affected by oil temperature variations.

The 60PF is provided with a rigid bed and ram designed to resist deflection. Even at maximum load, the need to shim dies due to press brake deflection is not required for the majority of forming operations.

Versatility

Today's manufacturers must be equipped to efficiently process a wide range of parts in terms of complexity and fabrication tolerances.

A significant feature of the 60PF is the versatility of the ram nose. The standard ram nose is a bolt-on design for American style tooling. If damaged, the ram nose can be replaced or repaired. The die slot is arranged for a double hooked tongue allowing dies to be easily reversed (not available with optional Power Clamp).

The Proform provides excellent air bending and bottoming capabilities. For additional ram control, setup personnel can select angle, position, absolute position or tonnage as the ram reversal mode for each step in a program.

An automatic leveling control system with dual, bed-referenced linear transducers and independent servo control enable the Proform to successfully maintain ram level during multiple die operations and off-center loads. Ram tilt about the centerline of the machine can be programmed up to ¼" end-to-end in either direction.

The Proform is rated to withstand loads up to two-thirds of the maximum machine capacity when punching mild steel using self-contained tooling on an occasional basis. Punching capacity will be reduced when using dedicated die sets on a continuous basis or processing high tensile material.

High Reliability and Low Maintenance

The Proform machine, controls, backage and software are all designed and supported by Cincinnati Incorporated. Additionally, stock, standard, special or Quickset tooling is available for a variety of forming applications. This single-source responsibility is a demonstration of our commitment to ensure your machine operates successfully all the time.

All structural frame members are made of heavy steel plate and are interlocked together to avoid welding related stresses. A low pressure hydraulic system, large oil reservoir and 3 micron oil filter add to the life of hydraulic components.

Cylinders with hardened and ground piston rods are clevis mounted with centerline loading. This confines operating loads within the main housings to eliminate cylinder binding thus reducing the possibility of oil leaks. Centerline loading also minimizes wear on the ram slides and guides, providing low maintenance operation.

Each printed circuit board must pass critical quality control checks after rigorous testing. Marginal components are rejected immediately to minimize future equipment problems.

The Proform control and hydraulics are designed to operate in an ambient temperature range of 45° F to 100° F. For ambient air temperatures outside of these ranges, please consult with Cincinnati Incorporated.

Safety

The Proform is designed to meet the most recent National Consensus Safety Standards. Each machine is furnished with an operator safety manual, instruction manual, and a copy of ANSI B11.3 safety standards to assist in the proper care and use of the machine. See attached safeguarding selection book PI-50686 for information on point-of-operation protection.

The tool length and maximum number of tons per foot that the tool can safely accept are stored in the Tool Library. These two values are used to calculate a maximum tonnage to protect the tool against overload.

Training

To ensure that you achieve maximum productivity from your investment, no charge attendance for one person to our Cincinnati Proform Operator Training Program is provided.

We quote as follows:

One (1) - CINCINNATI 60PF4 Hydraulic Press Brake having the following specifications and equipment.

Tonnage:

Full capacity 60 tons up to 35 IPM and partial tonnage between 36 and 70 IPM	
Specific capacity data per Bulletin PI-50691	 Attached
Clear distance between housings	 4' 6"
Total overall die surface	 6'
Stroke length (adjustable)	 8"
Standard open height	 17"
Standard closed height	 9"
Standard throat clearance from center of dies	... 10"
Ram speeds:	
High approach	 180 IPM
Variable forming	 1 – 70 IPM
Adjustable return	 1 – 195 IPM
Repeatability	 +/- .001" (3 Sigma)
Approximate base machine weight	 8,630#

Standard Equipment

Programmable multi-axis control, pendant mounted, for controlling ram positions, tonnage and backgauge positions. Includes the following features:

- Industrial PC-Based control with Windows operating system

- 15.1" TFT LCD flat panel color display

- Touchscreen operator interface

- Hard Drive

- USB Convenience Outlet

- Communications - Built in Ethernet (internal communication port)

- Inch or Metric unit display

- Mode Selector – (SETUP/STROKE/OFF)

- Operator controls – (ON/OFF)

- One palm button operator station – (ON/OFF, optional LEFT/RIGHT)

- One footswitch – (ON/OFF/optional LEFT/RIGHT)

- Operator/Manager level password control

- EZ Bend Alternate Interface

- Operator Adjustable Ram Control Inputs

- Multiple step and repeat

- Forming mode (angle, position, absolute position tonnage)

- Ram Opening

- Guard Mute Position

- Forming and return speeds

- Tool selection for each step

- Speed change position (up and down)

- Ram tilt about centerline of machine – 1/4" inch total
end-to-end in either direction

- Up and down stroke stops (ON/OFF)

- Operator Adjustable Gage Control Inputs

- Flange dimension

- Gage allowance – Automatic calculation or operator input

- Incremental gage move

- Retract distance

- Pause time

- Gage finger offset

- Clamp Stop (ON, OFF, PAUSE)

- Graphical Tool Library (American and European style)

- Automatic tool load tonnage calculation

- Tonnage Display

- Quick Bend Mode

- CAD functions

- Part Design by cross section or flat pattern

- Flat blank size calculation

- Manual Bend Sequencing

- 3D part view

- Job Data screen with Setup Note and Tool List fields

- Management Display Information

- Machine strokes

- Parts counter

- Batch counter

- Power on time

Total cycle time
Main drive On time
Parts per minute
Cycle time per part
Maintenance Messages
Diagnostic Display Information
Control diagnostics
Machine diagnostics
Oil temperature
Ram Up button
Emergency Stop button
Red and green ram directional lights
Non-metallic liners for ram guiding surface
Automatic leveling control system with dual .0004" resolution linear transducers
Interlocked construction
Full length die slot in bed top
Full length dovetail slot in front and back of bed top for attaching accessories
Crosswise "C" slots in bed top on 24" centers
Hydraulic manifold blocks to reduce piping and minimize the number of connections
Clevis mounted hydraulic cylinders
Hydraulic oil and oil filter
7-1/2 HP continuous duty, open drip-proof motor and variable displacement pump with load sense control
Oil level and temperature sensing
460/3/60 electricals conforming to National Electric Code (NFPA79)
OSHA and ANSI B11.3 compliance for construction standards
American style bolt-on ram nose with die slot arranged for double-hooked tongue, 12" long die clamp bars and die clamp bolts on 6" centers
One Operation, Maintenance and Safety manual, (Red)
One Operation and Safety manual, (Blue)
Dual English/Metric Rule on ram nose
Paint color – Tech beige

The CINCINNATI CNC SX BACKGAGE is designed to reduce setup and handling time in the processing of sheet steel fabrications. This backgage provides the ability to program various gage positions, gage allowance, gage retract and pause into a part forming sequence involving multiple flange dimensions.

Specifications:

Positioning range	0-24"
Positioning speed	1200 IPM
Vertical adjustment (manual)	8"
Positioning accuracy	$\pm .001$ "
Positioning repeatability	$\pm .001$ "

Includes:

- Full length aluminum extruded gage bar between housings
- Two adjustable gage finger assemblies, including two sets of fingers and one positioning tool
- Closed loop servo drive systems providing fast, precise lock-in gage positions

Capacity:

The CNC SX Backgage is designed to process up to 3/16" thick sheets that weigh less than 100 pounds.

The servo control will hold position against external forces applied during normal gaging operation, but a gradually applied load of greater than 300 pounds will overcome the servo and force the gage out of position without damage.

Electrical Equipment

For driving this machine, we provide a design "B" open, drip-proof, continuous duty, 40 deg. C ambient motor, built to NEMA standards.

Rating	Continuous
Horsepower	7-1/2
R.P.M.	1800
Voltage	460
Phase	3
Hertz	60

Across-the-line type starter that provides overload
and under voltage protection

Oil tight pushbuttons

Solid state controls include:

 Programmable multi-axis custom control system
 consisting of several processors and LCD display

All controls conform to current NFPA 79 Electrical Standards,
and meet or exceed ANSI B11.3 safety requirements

PRICE (F.O.B. Harrison, OH) \$ 60,190.00

<i>Black Max Light Curtain.....</i>	<i>\$ 7,280.00</i>
<i>Presence Sensing On/ Off Switch</i>	<i>\$ 280.00</i>
<i>6' Narrow Filler Block</i>	<i>\$ 1,290.00</i>
<i>208/3/60 Transformer Kit</i>	<i>\$ 450.00</i>

TOTAL BASE PRICE..... \$69,490.00

SHIPMENT: Will advise; subject to prior sale.

PAYMENT: 100% due net 30 days from date of invoice. Interest at 18% per annum will be charged on all past due balances. A 1-1/2% per month escalator will be added to the annual rate commencing 90 days after the invoice date.

CANCELLATION CHARGES: All orders are subject to cancellation charges. No cancellation will be accepted in the final month of assembly.

Cincinnati Incorporated may retain a security interest in the equipment until it is fully paid. Equipment will be shipped only after a Security Agreement and UCC-1 Financing Statement, both signed by an officer of the Buyer, are received.

Proposals are subject to the Terms & Conditions of form ES-207.

WARRANTY: Press Brake Parts- 5 Years
Control – 1 Year
Backgage Parts – 1 Year
Service Labor- 1 Year
Presence Sensing Device- Warranted by Manufacturer
Crownable Filler Block – 1 Year

OPTIONAL SAFETY FEATURES:

A pedestal mounted palmbutton operator station and one footswitch are standard. An alternative mounting is:

Bed mounted palmbutton operator station
in the dovetail slot \$ 270.00

If you anticipate having two or more persons working together on your press brake, we recommend an operator control for each person.

Optional controls include:

Additional pedestal mounted palmbutton operator
station for variable positioning out in front
of the press brake \$ 2,820.00

Additional footswitch \$ 970.00

Presence sensing device: vertically mounted to bed with rugged heavy duty swing-away mounting brackets. All necessary interface provisions are included.

Presence sensing beam blocking and press brake end guards are not included and are the responsibility of the user to determine specific application requirements.

Presence sensing device is warranted by its manufacturer.

Link brand, # LL-MAX-18-A-S, 18",
"Black Max", Infrared \$ **Included**

Presence Sensing Device ON/OFF selection control \$ **Included**
(Before option can be installed, the customer must provide a statement, on company letterhead, that they will provide an alternate means of point of operation guarding when the light curtain is turned off.)

Special language (English is standard):

Legend plates\$ Consult factory
Control display (English and Spanish are standard) ...\$ Consult factory

OPTIONAL FEATURES:

Narrow type filler block, 2-1/2" wide x 4-1/2" high x 6' long\$ **Included**

Transformer kit 208/3/60 volts, 25 ft conduit\$ **Included**

PRESENCE SENSING DEVICE INTERFACE

The user can interface a presence sensing device to the press brake, but the device will require a presence sensing interface. The selection of the proper presence sensing device should consider the following criteria:

- For operator convenience, the device should have the ability to electrically simulate a device interrupt. In the Single Stroke Mode of operation, the machine control must receive a presence sensing device interrupt signal after ram reversal before a new cycle will be allowed. This can be done either by the machine control electrically simulating a presence sensing device interrupt or by a physical interrupt of the sensing field by the operator or piece part. This is required to provide the operator with a point-of-operation guarding system that is completely checked for proper operation on each stroke of the machine.
- A presence sensing device On/Off switch is not provided as standard. A specific request for this feature is required if the presence sensing device supplier does not furnish one. At an additional charge, a password protected checkbox can be provided to disable the light guard.

Interface provisions for presence sensing device includes a presence sensing device On/Off indication light mounted above the ram. Muting, making the presence sensing device inoperative during a specific portion of the press brake cycle, is programmable at any point in the down stroke and is independent of the speed change point.

PRICE\$ 740.00

This interface is compatible with the following Presence Sensing Devices:

Data Instruments Shadow V (9672502)
 Link brand (LL-MAX-18-A-S) "Black Max"
 ISB brand, Merlin 2000
 STI Minisafe MS 4600 (MS46SR-20-520-Q1-10R-NC-FN-M-RMZ)
 STI Megasafe MG4600 (MG4620-520-A1-3X-10R-3M)
 Rockford PSD 420 w/400 series control
 Triad Superlight VI (TR-18-8K-25-CI)

Other devices may require special pricing. Consult Cincinnati Incorporated for pricing.

CINCINNATI PROFORM OPERATOR TRAINING PROGRAM

To help ensure that you achieve maximum productivity from your investment, no charge attendance for one person to our CINCINNATI PROFORM Operator Training Program is provided.

Training programs are three days in length and provide classroom and hands-on instruction on proper and safe operation of the CINCINNATI PROFORM. Instruction at our facility is provided on the following topics:

- Safety
- Fundamentals of Forming
- Introduction to the CINCINNATI PROFORM
- Machine mode selection
- Programming & Operation
- Diagnostic Fault Messages
- Gage setup and operating techniques
- PROFORM options

CINCINNATI will provide transportation between a local motel and Cincinnati Incorporated. All training materials, manuals, lunches and one evening class dinner are included. Assistance for making travel and motel reservations is available.

To take advantage of your no charge attendance, reservations must be made for sessions from 60 days prior to until 120 days after shipment of your new CINCINNATI PROFORM.

CINCINNATI PREFERENTIAL SERVICE

CINCINNATI Preferential Service provides information and assistance on installation, safe operation, maintenance and repair of CINCINNATI products. These services are available through CINCINNATI Service Representatives located in major cities throughout the United States and Eastern Canada and include the following:

I. Pre-Installation Information and Certified Foundation Plans

A certified foundation plan and complete information regarding lifting, leveling, service connections and equipment preparation will be provided. Foundation and pre-installation requirements are reviewed, in person or by telephone, by a CINCINNATI Service Representative prior to machine shipment.

Foundation

A single continuous slab of reinforced concrete is required, and will prolong machine life, reduce maintenance and contribute to quality production. The certified foundation plan will show the minimum requirements for good containment and operation of the machine. Actual foundation requirements will depend upon the physical properties of supporting soil and compactibility. A local civil engineer should be consulted if soil conditions are questionable.

To insure quality output for many years, the machine must be properly anchored on a stable foundation. The size and types of approved anchor bolts are shown on the certified foundation plan. Expandable anchor bolts are only acceptable where noted on the foundation plan.

Power Requirements

Machine controls have been designed to operate satisfactorily within normal incoming power variations. Electronic controls, such as microprocessors, require power supplies free of extraneous signals and radical power fluctuations. The pre-installation book contains the details of input power requirements.

II. Machine Start-Up

1. Machines shipped assembled must be located on the foundation, leveled, cleaned and connected to necessary services for operation, prior to start-up.

The CINCINNATI Service Representative will inspect, check level and test the machine in all modes of operation.

2. On machines shipped disassembled, the CINCINNATI Service Representative will supervise and assist in the final assembly, inspection, level check and testing of the machine in all modes of operation. Prior to the arrival of our Service Representative, the customer is expected to have all of the machine members at the machine site, utility services installed and qualified riggers available.

Materials and a qualified employee are to be furnished by the customer to assist in the testing and inspection of the machine at no charge to CINCINNATI INCORPORATED.

III. Machine Demonstration

After completing machine start-up, the CINCINNATI Service Representative will demonstrate the machine to customer personnel. Instructions will be provided on operation, maintenance and safety. A supply of material normally used for production should be available for the demonstration. It is the customer's responsibility to have the proper safeguarding available for the machine demonstration.

IV. Post-Installation

Approximately 90 days after machine start-up, the CINCINNATI Service Representative will call or visit the customer to confirm satisfaction and to answer any questions that may have arisen.

V. Warranty Parts

As specified in our general terms and conditions, defective parts will be replaced free of charge with surface transportation allowed. Replacement parts will be invoiced and credit issued upon the return of the defective part to CINCINNATI INCORPORATED.

VI. Warranty Service

During the warranty period, the CINCINNATI Service Representative, with customer assistance, will replace complex assemblies that have failed under warranty. Labor to assist and/or necessary services are expected to be furnished by the customer at no cost to CINCINNATI INCORPORATED.

On simple warranty repairs, CINCINNATI will provide instructions to allow correction by customer personnel.

VII. Training

Training programs are available to develop the skills of operators and maintenance personnel. Training may be provided at the customer's plant and/or at our facilities in Whitewater, Ohio. Quotations for CINCINNATI Training Programs are available through our Technical Training Department.

VIII. Additional Services

CINCINNATI Service Representatives are available to provide a wide variety of planned maintenance and machine repair services, at our normal service rates. They are supported by a large inventory of parts and factory technical service personnel.

IX. Normal Service Hours

Our Service Representative's normal working hours are from 8:00 AM to 4:30 PM, Monday through Friday. Any requested work performed outside our normal work period will be invoiced at appropriate overtime rates.

SAFETY

All goods in this proposal will conform to applicable machinery construction standards of the Federal Occupational Safety & Health Act of 1970. In the event of changes in standards between the date of this proposal and order acknowledgment date, CINCINNATI INCORPORATED will quote the additional cost required to meet the intervening standards. No warranty of compliance with State or local standards is made in the absence of specific reference thereto in our quotation.

This CINCINNATI INCORPORATED press brake complies with the construction requirements of the current ANSI B11.3 safety standard. Each new CINCINNATI press brake is so identified by a compliance tag upon machine completion at our factory.

In the event we are favored with an order, please address your order for the above equipment to:

CINCINNATI INCORPORATED
Northeastern Regional Office
334 Ella Grasso Turnpike
South Wing, Suite 210
Windsor Locks, CT 06096

Please let us know if we can be of further assistance to you.

Thank you for the opportunity of quoting and we are looking forward to receiving your order.

Sincerely,

CINCINNATI INCORPORATED

Mark B. Mahon
Sales Engineer

MBM/kp

Attachment: Terms and Conditions

**TERMS AND CONDITIONS PERTAINING
TO THIS ORDER / PROPOSAL****A. PRICES:**

1. F.O.B. our factory unless otherwise stated.
2. Prices quoted are for prompt acceptance and are subject to change without notice at any time prior to receipt by us of formal purchase order from you unless otherwise stated.
3. Prices exclude Federal, State, or local sales, use, excise, transportation, occupational or similar taxes. You agree to pay any such taxes applicable to the sale or use of the goods described herein. You will promptly reimburse us for any such tax advanced or paid by us with respect to such goods.

B. TERMS OF PAYMENT:

Unless otherwise stated, terms are net thirty (30) days from date of invoice, subject to our prior approval of credit. Interest will be charged beginning the 31st day at the applicable legal rate under local laws.

C. GRANT OF SECURITY INTEREST:

Purchaser hereby grants to seller a security interest in and to the products sold hereunder, together with all proceeds thereof, to secure purchaser's performances and payment of all amounts due on this sale.

D. TAXES:

Sales, use or similar taxes imposed on these products or this sale shall be the responsibility of the purchaser and should be paid directly by the purchaser. The purchaser shall immediately reimburse seller for any such tax hereinafter imposed upon seller with respect to these products or this sale.

E. CREDITS: PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING.

NO CREDIT ALLOWED ON ANY PARTS RETURNED AFTER THIRTY DAYS FROM DATE OF INVOICE WITHOUT FACTORY APPROVAL.

RETURNS: - PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING

No items to be returned without prior authorization. Please write or call (513/367-7100) factory for instructions. Unauthorized shipments will be returned to sender freight collect.

F. WARRANTY:**1. MACHINE**

The machine described in this proposal/order is warranted by us against any defect in material and workmanship for the periods specified on the front side of this document from date of shipment when owned by you, installed in accordance with our recommendations, and operated under normal conditions. Whenever under the warranty it is necessary to replace parts, we will furnish such parts free of charge, F.O.B. your shop (Domestic) or F.O.B. port of entry (International), using transportation of our choice, provided you promptly send us notice of the defect and establish that the machine has been properly installed, maintained and operated within the limits rated in normal usage. CINCINNATI will not be responsible for any import taxes or duties imposed by other governments or governmental agencies. During the service warranty period, the CINCINNATI Service Representatives, with customer assistance, will replace complex assemblies which have failed under warranty. Labor to assist and/or necessary services are expected to be furnished by the customer at no cost to CINCINNATI or its distributor.

2. PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING

Unless otherwise stated herein all goods described in this proposal (or furnished under this contract in case of an order) are warranted by us against any defect in material and workmanship for a period of 90 days from date of shipment, when installed or used in accordance with our recommendation, if any, and operated or used under normal conditions. Whenever under the warranty it is necessary to repair or replace parts we will do so free of charge, F.O.B. your shop (Domestic) or F.O.B. port of entry (International), using transportation of our choice, provided you promptly send us notice of the defect, return the claimed defective parts to us and establish that the parts have been installed or used in accordance with our recommendation, if any, and operated or used under normal conditions. All claims concerning defective parts must be presented to us no later than 30 days following expiration of the warranty period. We reserve the sole right to determine if returned goods are in fact defective and if so to repair or replace them in accordance with the warranty.

3. SAID WARRANTY IN RESPECT OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND ANY SUCH ADDITIONAL WARRANTY OR REPRESENTATION EXPRESSLY MADE A PART HEREOF ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Where you are a distributor, financing company or similar entity acting for or on behalf of the initial user of the goods, the warranty is transferable to the initial user only. In all other cases the warranty is limited to you and is not transferable.

G. SHIPMENT:

1. The shipment promised is contingent on our receipt at the time of order of all information necessary to design, manufacture and ship the order.
2. We will use reasonable efforts to comply with your shipping instructions. If we cannot comply with stated shipping instructions, we will advise you before shipment of goods. We will not be held liable for shipping performance which fails to meet normal shipping instructions.

3. Our inability to ship any (or all) of the goods sold due to any factor whatever beyond our reasonable control, including but not limited to strike, labor difficulty, riot, fire, civil commotion, war, insurrection, shipwreck, governmental action, the elements, accident, delay by a carrier and the like shall relieve us, at our option, from any performance agreed to, and in no event shall we be considered in breach by reason of such inability or relief. CINCINNATI shall complete the order on or about the due date specified by CINCINNATI in writing or within a reasonable period of time thereafter.

H. CANCELLATION:

We shall have the absolute right to cancel and refuse to complete work hereunder if at any time you do not strictly comply with all terms and conditions hereunder (including any requirement of progress payments) or if at any time you become bankrupt or insolvent. In the event of our cancellation as above set forth or of receipt by us of a request by you to stop work or to cancel the whole or any part thereof, you shall pay us an amount, determined by us, which shall be the same percentage of the total price hereunder as the percentage of the work completed.

I. CONFIDENTIALITY:

Drawings, machine specifications, software or production methods furnished herein or herewith constitute our confidential information. Their receipt or possession does not convey any right to use, license, reproduce or disclose the information nor any part hereof without our consent.

J. PRODUCTION ESTIMATES:

All working drawings or other materials provided by us are for general information purposes only. Any specifications contained herein are not binding on us except as expressly so stated. We reserve the right to make, at any time, such changes in detailed design or construction as shall in our sole judgement constitute an improvement over former practice. Production data, where given, is based on our analysis and understanding of the production methods and facilities to be used, but is nonetheless an estimate only and is not guaranteed or warranted. In no event shall we be responsible for performance figures supplied by our suppliers or other cooperating parties.

K. PATENT INDEMNITY:

You shall give us prompt written notice of receipt of a claim or institution of a suit or proceeding against you if such be based on the assertion that the goods furnished hereunder in themselves constitute an infringement of any presently existing patent. You shall grant and furnish us with all the necessary authority, information, and reasonable assistance in order to enable us to settle or defend, at our option, such claim, suit or proceeding and we shall not be responsible for, or be liable to you with respect to, any settlement of such claim, suit or proceeding made without our express written consent. You agree to hold us harmless against any claims, costs, or damages under claims for infringement arising out of your conversion of any of the goods in the operation of any process; or any infringement arising out of our compliance with your specification. Where you are a distributor, financing company or similar entity acting for us or on behalf of the original user of the equipment this patent indemnity shall inure to the benefit of such initial user.

L. GENERAL:

1. There are no understandings, agreements or representations expressed or implied, not specified herein, respecting this sale, and this instrument constitutes the entire agreement between us. It may be modified or rescinded only by a writing signed by us and you or your duly authorized agents.
2. In the event of breach or repudiation by us, you shall not be entitled to indirect, incidental, special, consequential or punitive damages or any other direct or indirect damages for business losses, including without limitation, loss of revenue, profits, use or goodwill. Under no circumstances shall our maximum liability, whether arising in contract, tort or otherwise, exceed the contract price stated herein.
3. The transaction described herein shall be governed by the internal laws of the State of Ohio, and the Convention of International Sales of Goods (CISG) shall not apply.
4. No agent, salesman, or distributor has any authority to obligate us by any terms, stipulations or conditions not herein expressed.
5. Notwithstanding anything contained herein neither you nor any third party are entitled to damages, whether direct, indirect, incidental, special, consequential, punitive, or any other damages for business losses, including loss of revenue, profits, use or goodwill, for personal injury arising from the installation, operation or use of the goods furnished hereunder and you agree to indemnify us for and hold us harmless from any such damages.
6. You should advise us of anything herein which you do not assent to as a term or condition governing the transaction covered herein.

M. FAIR LABOR STANDARDS:

The goods and/or services covered by this invoice were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938 as amended, and all other applicable regulations and orders of the United States Department of Labor.

N. STRATOSPHERE OZONE PROTECTION

The goods covered by this invoice were manufactured in compliance with the Clean Air Act's Stratosphere Ozone Protection provisions. Effective March 1, 1993 no products were manufactured with any Ozone Depleting Substances. CINCINNATI INCORPORATED has initiated through its Purchase Order System a process whereby all suppliers must provide an assurance that no products supplied to CINCINNATI are manufactured with Ozone Depleting Substances.