



Rollon Corporation
1269 E. Mount Garfield Rd. Suite D
Norton Shores, MI 49441
+1 (616) 607-9751
www.rollon.com

Acceptance of Proposal and/or Order Acknowledgement and all related Proposals and/or Order Acknowledgements shall constitute an Acknowledgement and Agreement by Purchaser to be bound by the attached Terms and Conditions as well as any and all Terms & Conditions located at www.rollon.com/usa/en/terms-and-conditions-of-sale-rollon-michigan. All Terms & Conditions, including those attached and found on www.rollon.com/usa/en/terms-and-conditions-of-sale-rollon-michigan, are included by reference herein as though stated in full.

TERMS & CONDITIONS:

All proposals, purchase orders, and any change orders are explicitly subject to the following terms unless otherwise agreed to in writing, signed by both parties.

ENGINEERING:

Rollon Corporation utilizes SOLIDWORKS® design software. 2D prints and/or simplified 3d models are submitted for approval.

TIMING & DELIVERY:

Dates are targets ONLY Deliveries are based on the Current Rollon Corporation Production Schedule, at the time of Final Design Approval (FDA). Delivery is based on continuously changing engineering and production schedules, which can vary from times listed on the quotation and/or order acknowledgment.

Project duration is based on two phases: Engineering and Manufacturing. All estimated delivery and/or release dates are based on the engineered plans that are given at Final Design Approval (FDA).

PRICING:

Quotations are valid up to the expiration date listed on the header of the quotation. After quotation has expired the purchaser must request a new quotation. All prices are in U.S. Dollars. The equipment (including any parts, components and accessories) specified in any purchase order is purchased subject to the terms and conditions in this Agreement.

PAYMENT TERMS:

Payments will be divided into three phases as described below Rollon Corporation Standard Payment Terms Apply, unless otherwise specified.

Standard Payment Phases & Terms:

I: 45% at ARO/PO (After Receipt of Order / Purchase Order).

- Payment must be received prior to releasing Bill of Material. Delinquency will delay build schedule and delivery.

II: 45% at FDA (Final Design Approval).

- Payment must be received prior to commencing post-fabrication assembly. Delinquency will delay build schedule and delivery.

III: 10% at FAT (Factory Acceptance Test); Rollon Corporation Internal Runoff

- Payment must be received no later than 4 weeks from ship date. Invoiced upon completion at Rollon Corporation.

Please Note the Following:

- Rollon Corporation Offers Terms of Net 30. (Net due in 30 days maximum)

- Rollon Corporation Standard Inbound Communication Method is EMAIL (To: mi.orders@rolloncorp.com).

- Dates for Terms are from EMAIL SEND DATE, unless otherwise specified.

- Final invoicing for equipment is sent at time of shipment.

- If multiple units are ordered on a single PO, invoicing will be done per unit as they ship.

- Installation, support, or secondary equipment is invoiced separately.

Late Payment or Failure to Make Payment:

- Any invoices not paid when due shall accrue interest at 7% per annum or the maximum rate permitted by Michigan law, whichever is less.

- In the event Seller must engage in any efforts, whether internally or through legal counsel, to collect delinquent payments, Purchaser shall be responsible for paying the costs of collecting the debt, including, but not limited to, court, mediation, or arbitration costs, filing fees, and actual attorney fees. Rollon Corporation administrative staff will be billed out at \$100 per hour for time spent on collecting any amounts due.

- In the event an invoice is not paid when due on any open project or projects by the same Purchaser, the Standard Payment Terms described above will be revoked and the Default Payment Terms described below will control (see DEFAULT TERMS).

ACCEPTANCE:

This Agreement shall become binding at the time of Order Acknowledgement by Seller, which requires Purchaser's signatures, or upon receipt of Purchaser's first payment to Seller, whichever is earlier. Purchaser expressly assents to the terms and conditions in this Agreement, and agrees that in the event of any inconsistency between this Agreement and the Order Acknowledgement, proposal, purchase order, or any change order, this Agreement shall control, followed by any written addendum to this Agreement signed by both parties, followed by any other documents read together, unless Purchaser provides Seller written objection to the contrary promptly on receipt of this Agreement. "Final Customer" or "Final Customer Acceptance" does NOT refer to the "End-User", the final owner of resold Rollon Corporation equipment, or the controlling party of the final installation location; the Customer is defined as the Purchaser within the Rollon Corporation Project. Please also note that Rollon Corporation builds ONLY to Rollon Corporation Specifications; No other Specifications apply. Any alteration/change/modification/deviation from Rollon Corporation Specifications are completed solely at the discretion and/or direction of Purchaser.

ASSIGNMENT:

Neither this Agreement nor any rights or duties arising here shall be assignable, in whole or in part, by Purchaser without the prior written consent of the Seller. The Seller may use subcontractors from time to time as the Seller may see fit in its sole discretion.

PROJECT DELIVERABLES & SELLER POLICIES:

- Rollon Corporation machines are to be 100% mechanically complete upon delivery, based on the scope of the project or projects

- Rollon Corporation machined parts are to be functional upon delivery, based on the scope of the project or projects

- Rollon Corporation installation support is provided under the supervision and direction of Purchaser, based on the scope of the project or projects

- The "Estimated Delivery or Release Date": is measured from the time of FDA, NOT from the date of Purchase Order, Quote, Proposal, or Order Acknowledgement

- Delivery or Release commitments will be confirmed at the time of Order Acknowledgment, based on Rollon Corporation current workload, but will ultimately be based on Rollon Corporation current workload at the time of FDA.

- Note: Failure to comply with Payment Terms will affect Schedule and Delivery or Release Date

- Standard Shipping Terms: FOB Origin or FCA Origin (Rollon Corporation Facility, Norton Shores, MI)

- Shipping arrangements by customer, unless otherwise specified in Proposal OR Invoice OR Order Acknowledgement AND Purchase Order

- Rollon Corporation designs and builds to internal Rollon Corporation specifications, not Purchaser specifications

- Purchaser agrees to supply Rollon Corporation with accurate and adequate application data, in accordance with Rollon Corporation and Rollon Corporation' suppliers' requests. Rollon Corporation is not liable for incomplete, inaccurate, or missing application data.

- All electrical parts used in conjunction with the project contemplated in this Agreement, such as switches, servos, motors, cables, air lines, cable carrier fill content, etc. are considered to be supplied by Purchaser ("Purchaser Supplied Parts") with the only exception being the lube pump supplied by Rollon Corporation (if appropriate option has been quoted and purchased). As such, Purchaser Supplied Parts shall not be covered by any warranty, including but not limited to the Equipment Warranty stated below.

- Purchaser agrees that it shall not manufacture, reproduce, or replicate any machines, machined parts, designs, drawings or other proprietary information of Rollon Corporation without the express written consent of Rollon Corporation. Rollon Corporation designs are property of Rollon Corporation.

MOTOR AND CONTROLS ADDITIONAL INFORMATION:

- Purchaser is responsible for any and all application-based and/or process-based performance of overall system and/or integration of machines and equipment. Rollon Corporation may provide assistance to the customer within the limitations of its technical content and expertise. Please note that technical information provided, including but not limited to cycle time analysis, reach studies, or feasibility studies, are in part based on estimations and/or performance capability and selection of customer supplied and third party products. Rollon Corporation makes no commitments to actual performance beyond the stated limits of the Rollon Corporation equipment including, but not limited to, maximum velocities, accelerations, and payload capacities. Unless explicitly stated otherwise, calculations are based on operation at average application velocities at the time of final design approval.



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MOTOR AND CONTROLS ADDITIONAL INFORMATION: (CONTINUED)

- Rollon Corporation is not responsible for the accuracy or performance outcomes of any information supplied by the purchaser or any third-parties unless the integration of said components is explicitly included in the items quoted.
- It is highly recommended that a motor with a brake (sufficient to dynamically stop full load in emergency situation) and/or an external fail-safe brake mechanism be used on all linear and rotational axes for both safety and liability reasons. Unless motors are explicitly included in quote, proposal, invoice, or order acknowledgement from Rollon Corporation, the supply of motors, motor-sizing data, and fail-safe responsibility belongs to the system integrator and/or purchaser. Rollon Corporation can work with its suppliers, purchaser's suppliers, and/or the purchaser to supply other fail-safe options, based on purchaser's application data and/or requirements, but only upon the purchaser's request.

OTHER AVAILABLE SERVICES:

Seller offers onsite support and installation services, as well as spare parts. A Purchase Order must be issued for Seller services or parts. Quotation for service, parts, and/or availability is available upon request.

STANDARD SUPPORT RATES:

Level 01 Labor: \$150 per Hour
Travel Labor: \$100 per Hour
Per Diem: \$500 per day, per Technician (including travel days) [excludes high-rate markets; example: Silicon Valley]
Flights/Baggage: Estimates vary by project/request
Job Box Freight: Estimates vary by project/request
Materials: Varies by project/request
Daily Billing Structure:
0 to 4 hours may be billed at 4 hours
4 to 8 hours may be billed at 8 hours
8+ hours may be billed at 8 hours, plus Actual Overtime (Rate x 1.5)
Weekends may be billed at Overtime Rate, in blocks of 4, 8, and/or Actual OT
Holidays may be billed at Two times Rate (Rate x 2), in blocks of 4, 8, and/or Actual OT

SUPPORT PAYMENT PHASES & TERMS:

I: 50% at ARO/PO (After Receipt of Order / Purchase Order)
- Payment due to secure dates
II: 50% at FCA (Final Customer Acceptance).
- Payment must be received no later than 4 weeks from the date(s) of service.

SPARE PARTS PAYMENT PHASES & TERMS FOR ORDERS LESS THAN \$1,000:

I: 100% at Ship
- Payment must be received no later than 4 weeks from date of shipment

SPARE PARTS PAYMENT PHASES & TERMS FOR ORDERS MORE THAN \$1,000:

I: 90% at ARO/PO (After Receipt of Order / Purchase Order)
- Payment required before long-lead or manufactured items are procured
- Some orders may require 100% at ARO/PO
II: 10% at Ship
- Payment must be received no later than 4 weeks from date of shipment

HOURLY CONCEPT ENGINEERING:

Non-Standard equipment may require advanced engineering to develop the scope of a project. Hourly engineering is invoiced at the end of each calendar month. The rate for hourly engineering is \$150 per hour. A weekly summary of hours and tasks will be provided to the purchaser. Blocks of hours will be quoted on a monthly basis and closed out at the end of each calendar month. Once the scope is fully defined a quotation will be generated.

PAYMENT HISTORY:

Rollon Corporation reserves the right to offer alternative phases, milestones, and/or progressive payment terms or percentages, based on seller/purchaser relationship and/or purchasers' past payment history.

SHIPPING TERMS:

All sales and shipments shall be FOB Origin or FCA Origin; origin being the manufacturer or Seller's plant location. Title to, and risk of loss of equipment shall pass from Seller to Purchaser upon delivery of the equipment to the carrier or when the equipment leaves the manufacturer or Seller's plant location.

In the event that the Purchaser requests the Seller to coordinate shipping, the shipping terms shall be FCA Origin. Purchaser should also add a budgetary amount to Purchase Order or issue a separate Purchase Order for Shipping. Pricing for shipping coordination from Seller may include up to \$500 for logistics coordination labor, up to 100% premium on FTL and PTL shipping expenses, and up to 200% premium on small parcels and LTL shipments.

Unless otherwise expressly agreed to, shipments shall be by a carrier approved by Seller, but arranged and paid for by the Purchaser. (FOB Origin or FCA Origin). Unless otherwise stated in this Agreement, and subject to the approval of the seller's credit department, payment of the net amount shall be due from the date of each invoice as issued per the payment schedule in the offer.

SHIPPING DATES:

All shipping dates are computed from the date of Final Design Approval (FDA) and current production schedule of Seller and receipt of all engineering drawings, AGREED down payments, and other specifications essential to the proper execution hereof. Any shipping and performance schedules included in this Agreement are approximate and are not guaranteed by Seller. Seller shall not be liable for delays in delivery, fabrication or installation when such delays result from of governmental action or inaction, acts of God, adverse weather, war, riot, civil insurrection, fires, unavailability of labor, materials, power or communication, or any other causes beyond Seller's reasonable control. Further, Seller shall not be responsible for delays in the project caused by third party providers, including, without limitation, the failure of equipment suppliers to deliver equipment or services in the time and manner agreed upon or in the time and manner anticipated.

STORAGE FEE SCHEDULE:

* From the day of Rollon Corporation Internal Runoff/Factory Acceptance Test (FAT At Rollon Corporation), Rollon Corporation will store machines up to 10 business days (14 calendar days max) free of charge.
* After 14 Calendar Days, Rollon Corporation will then charge \$1.00 per square foot per day, based on the machine's (and/or packaged parts) "plan layout" length and width, plus 6 feet in each dimension to maintain safe storage and handling distances (3ft on each side).
* The Storage Fee will continue to accrue until the machine and/or packaged parts are picked up for shipment.
* Rollon Corporation to Invoice Weekly for Storage, 100% due on receipt.

Example Calculation:

Machine Plan Layout = 34ft length x 6ft width | Storage Space Required = (34ft + 6ft) x (6ft + 6ft)
40ft x 12ft = 480 Square Feet | Daily Storage Fee = 480sqft x \$1.00 = \$480 per day (\$3,360 per week)

FORCE MAJEURE:

All shipping dates may be extended, and the Seller shall not be subject to liability for any delay or failure to ship caused by acts of God, war or civil disturbance, fires or other casualties, strikes or other labor disturbances, disruptions in Seller's sources of supply, transportation delays by strike, governmental action, or other causes, whether similar or dissimilar to those listed, which are beyond the reasonable control of Seller.



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SCOPE LIMITATIONS:

Seller reserves the right to make design, construction, and procurement decisions based on least cost, unless certain manufacturers, designs or methods are specifically provided for in writing in this Agreement. Any equipment, structure or service item that is not included in writing in this Agreement is hereby specifically excluded from the Scope of this Agreement. Seller shall only be responsible for those items set forth as Seller's responsible in this Agreement.

TAXES:

All Federal, State and local taxes and similar governmental charges (other than general property and net income taxes), including any interest or penalties thereon, now or hereafter imposed directly or indirectly on Seller or required to be collected directly or indirectly by Seller for the manufacture, production, sale, delivery, consumption or use of the equipment ("including, but not by way of limitation, sales, use, purchase, value added, gross income, excise, privilege and license taxes, surcharges and import and export duties") shall be charged to and remitted by Purchaser to seller.

CLAIMS:

All claims for shortages or damage (other than losses or damage in transit) must be presented to Seller in writing within fifteen (15) days after Purchaser's receipt of the equipment, and must be accompanied by a copy of the inspection report of the carrier or carriers. Purchaser shall be responsible for asserting claims for losses or damage in transit directly against the carrier or carriers.

PAINTING:

"Black" will be used on painted, powdered, or black-oxide surfaces, unless specified on Final Design Approval (FDA) documents. Custom paint is per Purchaser specification. Purchaser must provide a sample "paint chip" with RAL# and texture information for all custom finishes. Color and texture match is assumed acceptable, per Purchaser-supplied paint code (RAL #, etc.) and sample "paint chip". Custom paint requests may result in additional costs (TBD). Seller does not accept responsibility for the matching of color on custom requests.

ERECTION:

Erection of the equipment shall be solely the responsibility of Purchaser, who will furnish the building to house the equipment, assuming all responsibility or proper strength of same; all foundations including excavation, etc.; auxiliary units not integral parts of equipment specified; erection; freight and delivery charges; tools for erection, unless specifically included in Quotation. When required, seller will furnish two sets of prints covering general arrangement and foundation of the equipment. When agreed upon by the parties, Seller will furnish the services of an erecting superintendent at the rate quoted per 8 hour day plus living and transportation expenses. Purchaser will also pay for intervening Saturdays, Sundays, and Holidays, and Purchaser will furnish all labor and other items required to properly erect the equipment. Installation should be performed by trained personnel and per the guidelines listed in Seller's equipment manual.

DEFAULT TERMS:

Default Payment Phases and Terms:

- 100% of the Purchase Price due prior to ship (includes, but is not limited to, all phases I-III described below): Payment(s) must be received by Rollon Corporation prior to arranging shipment

I: ARO/PO (Down Payment);

II: FDA (Final Design Approval);

III: FAT (Factory Acceptance Test) on Rollon Corporation Factory Floor phases

Other Potential Project Billings (not limited to items listed below)

- Rigging/Shipping Invoices

- Engineering Change Orders

- Installation and Onsite Services Invoices

Discounts:

- All Prior Discounts taken on delinquent project may be revoked and added back to project cost

Impact to schedule:

- All open projects will be put on hold until account is current.

- Potential delays, impact to schedule, and changes to estimated delivery time(s) on all open projects will only be discussed and confirmed once Purchaser's account is current on all open projects

STANDARDS:

The machines and devices are built according to the prevailing general standards in the robotics and machine tool industries and according to the standards applicable in the United States. Rollon Corporation does not accept or agree to purchaser terms, conditions, and/or specifications.

COMPLIANCE WITH LAW:

The machines will not be delivered by the seller in a "ready to operate status." however, once they are integrated in the existing plant, i.e., mounted correctly, electrically wired, connected with the control equipment and the safety devices in place (delivered by others), they will work in full compliance with all applicable federal, state, or local law ordinances, regulations, rules and standards relating to the installation, maintenance, use, and operation of the equipment.

INDEMNIFICATION:

Purchaser agrees to indemnify and hold seller harmless against and from any and all loss, liability, cost, damage or expense whatsoever (including reasonable attorneys' fees) incident to any claim, action or proceeding against Seller, its officers, agents or employees arising out of the negligent or defective design, installation, maintenance, use or operation of the equipment (to the extent designed, installed, maintained, used or operated by Purchaser), purchased hereunder or any part, component or accessory thereof, by or on behalf of Purchaser.

CANCELLATION:

This Agreement may not be cancelled except upon 30 days prior written notice by Purchaser delivered to Seller. Upon cancellation of this Agreement, Purchaser shall be responsible to Seller for all costs of cancellation, including, without limitation (1) the proportionate contract price for all material and labor completed as of the date of cancellation, whether shipped or not; (2) all costs incurred by Seller in connection with material not completed at the time notice of cancellation is received; (3) Seller's full anticipated fee and/or profit for this Agreement or Project; (4) all expenses incurred by Seller by reason of such cancellation, including costs arising from termination of subcontractors and vendors; (5) Seller's reasonable attorney's fees incurred to enforce or defend the provisions of this Agreement.

If Seller deems it necessary to cancel this Agreement, Seller will provide written notification to the Purchaser. Costs will not accrue beyond the date of the letter of cancellation. All funds not invested in value added engineering, labor, and materials will be refunded to Purchaser upon Seller's termination. All materials and manufactured goods shall be released to customer, upon full payment for cost incurred up to the point of termination. Rollon Corporation shall not include charges for profit for work completed on the project, in the event Rollon Corporation deems it necessary to cancel the Agreement.

LAW-TO-GOVERN:

The validity, construction and enforceability of this Agreement is governed by the laws of the State of Michigan, and any dispute regarding this Agreement shall be determined in the courts of the State of Michigan sitting in Muskegon County, Michigan, or the nearest federal court, and the parties hereby stipulate and agree to jurisdiction and venue in such courts.

LIMITATION OF ACTIONS:

Purchaser agrees, as an inducement to Seller, to accept this purchase order, that any claim of any kind by Purchaser based on or arising out of this purchase order or otherwise shall be barred unless asserted by Purchaser within one year from the date of shipment.



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ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement and understanding between Purchaser and Seller relating to the equipment, and merges all prior discussions, understandings, agreements, and documents between them. Any modification or waiver of any provision contained herein must be in writing and be executed by a duly authorized officer of the party to be bound thereby. Any term or condition proposed by Purchaser, in its purchase order or otherwise, inconsistent with or in addition to the terms and conditions contained herein shall be deemed objected to by Seller and shall not be binding on Seller unless expressly accepted in writing. Seller reserves the right to correct stenographic or clerical errors as long as they do not change the meaning of the provisions herein.

EQUIPMENT WARRANTY:

Seller warrants the equipment installed pursuant to this agreement (including parts, components and accessories) to be free from defective material and workmanship for a period of one year from the earlier date of either the date of shipment from Seller or 5 business days after the Seller's internal runoff and quality inspection approval has been completed by the Seller, provided such equipment is given normal and proper installation, maintenance, adjustment and usage as determined by the seller in its sole discretion, and is owned by purchaser. Seller's warranty of any parts, components or accessories purchased by it from others and used as part of the equipment or in conjunction therewith is further limited in scope and time to any warranty given by such suppliers. purchaser shall promptly notify seller in writing of any warranty claim it may have against seller with respect to the equipment. Upon receipt of purchaser's notification, seller shall have the option to make inspection at purchaser's premises or final installation location or ask that such defective equipment or part thereof be returned, transportation prepaid, to seller at purchaser's expenses for inspection. No equipment or part thereof shall be returned to seller without the prior written authorization of seller.

Except as specifically stated above, seller makes no representations or warranties, express or implied, including, without limitation any warranty of merchantability of fitness for a particular purpose as to any goods sold or services provided by the seller. Seller shall have no warranty obligations under this agreement if the equipment is subjected to abuse, misuse, negligence or accident by purchaser or final end-user. The warranty printed above is the only warranty applicable to this agreement. All other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. There shall be no warranty for any non-seller modifications, repairs, or alterations made to parts, equipment, or designs.

Seller's sole and exclusive obligation and liability with respect to the equipment is expressly limited to repair or replacement, in seller's sole discretion and at seller's option, provided seller is notified in writing of any defect within one (1) year from the earlier date of either the date of shipment from Seller or 5 business days after the Seller's internal runoff and quality inspection approval has been completed by the Seller.

In no event shall seller be liable for any indirect, special or consequential losses or damages including without limitation loss by reason of shutdown or non-operation of the purchaser' facilities, increased expenses of operation of the project or other facilities, or other loss or damage, arising from any cause whatsoever. The maximum liability of seller for all damages with respect to goods or services provided by seller, whether in contract, in tort, under any warranty, in negligence or otherwise is limited to an amount not to exceed the price of the goods or services provided. The right to recover damages within the limitations specified is purchaser's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.

LEGAL REVIEW:

All documents requiring legal review by Rollon/Timken are subject to charges incurred by Rollon/Timken.

ALTERATIONS / LIABILITY WAIVER:

Purchaser, to the fullest extent permitted by law, shall indemnify, hold harmless, and protect the Seller from and against any and all liabilities, personal injury, property damage, claims of any kind, damages, losses, demands, lawsuits, costs and expenses, including attorney fees and legal costs, arising out of or resulting from the use of the Products and Services contemplated in or reflected by, and as stated, within Proposals, Projects, Parts, Orders, and Machines ("Products/Services", including all machines) at all times when operated in a state that has been altered, or misused, by Purchaser after delivery of the Products/Services from Seller. Should any such claim, demand, or lawsuit arise out of the operation or use of the Products/Services in a state altered or misused by the Purchaser, whether under the laws of Michigan, the United States, any state, or under any theory of law or equity, the Customer hereby agrees to indemnify, hold harmless, and defend the Seller from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the Seller.

The Purchaser agrees that the Products/Services are/were safe when operated in a state as designed by Seller and as received upon delivery to Purchaser, and the Purchaser agrees to accept any and all risk, including accepting responsibility for any and all liability of any kind associated with, or arising out of, use of the Products/Services operated or used in an altered, or misused, state after delivery from Seller. Purchaser, as a condition of the sale from Seller reflected in Proposals, Projects, Parts, Orders, and Machines of the Products/Services, accepts any and all risk of operating the Products/Services in an altered state after delivery from Seller with knowledge of any and all risk, hazard, or danger of any kind including injury, death, property damage or other harm arising out of or connected with Purchaser's use or operation of the Products/Services in a state as altered, or misused, by Purchaser after delivery.

Purchaser agrees to waive, release, and forever discharge any and all claims for damages for personal injury, property damage or other harm against Seller arising out of the operation or use of the Products/Services in a state that is altered, or misused, by Purchaser after delivery.

Customer and Seller do hereby agree to the Terms and Conditions included herein, and that this Agreement shall be included in, as though stated more fully therein, the order acknowledgement or sale and the Purchaser agrees to indemnify and hold Seller harmless as agreed, in exchange for good and valuable consideration, the receipt of which are acknowledged and included as part of the purchase price agreed to for Products/Services.

MACHINE SIZING DISCLAIMER:

Please note that these values are purely theoretical. The lengths and weights expressed are the result of estimates and may differ from the real values, the final draft approved by the customer will prevail. The lifetime refers to the guides/rollers/screw/racks/pinions/gearboxes and a regular maintenance, lubrication and inspection of the actuator has been presumed. Please take into consideration that additional parameters such as impacts, vibrations, contamination, high/low temperatures, and imperfect assembly will influence our calculation results. For calculation we consider a rigid connection to the construction structure and also all the connections completely tightened. Should any of the parameters from the calculation change, the given values above will be invalidated and a new calculation is necessary. The accuracy of this technical review is dependent upon the validity and completeness of information supplied to Rollon. Actual product performance is affected by many factors beyond the control of Rollon. Therefore, the suitability and feasibility of all designs and product selection should be validated by you. For the above reasons, this review is submitted solely to provide you, a customer of Rollon or its parent or affiliates, with data to assist you in your design. No warranty, expressed or implied, including any warranty of fitness for a particular purpose, is made by Rollon by the submission of this review. Rollon products are sold subject to the Limited Warranty which is set forth in Rollon's terms and conditions of sale.

The accuracy of this technical review is dependent upon the validity and completeness of information supplied to The Timken Corporation. Actual product performance is affected by many factors beyond the control of The Timken Corporation. Therefore, the suitability and feasibility of all designs and product selection should be validated by you. For the above reasons, this review is submitted solely to provide you, a customer of The Timken Corporation or its parent or affiliates, with data to assist you in your design. No warranty, expressed or implied, including any warranty of fitness for a particular purpose, is made by Timken by the submission of this review. Timken products are sold subject to the Limited Warranty which is set forth in Timken's terms and conditions of sale.



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MUTUAL NONDISCLOSURE REQUIREMENTS:

A purchaser of goods or services ("Purchaser") from Rollon Corporation ("Rollon Corporation") is required to adhere to the following mutual nondisclosure requirements

Purchaser and Rollon Corporation are entering into a business relationship that may require each to disclose to the other confidential and proprietary information. Purchaser and Rollon Corporation desire to set forth, through these mutual nondisclosure requirements, the terms and conditions applicable to the disclosure and receipt of each other's confidential and proprietary information.

NOW, THEREFORE, in consideration of the mutual benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

All Confidential Information provided by either party shall be treated by the receiving party as the strictly confidential and proprietary information of disclosing party, which shall not be disclosed by the receiving party to any other individual or entity. For purposes of these mutual nondisclosure requirements, Confidential information shall mean information relating to knowledge systems or other products or the business affairs of Rollon Corporation or Purchaser of a proprietary or confidential nature, whether communicated orally or in writing, including by way of illustration and not limitation, (i) information concerning research and development activities, (ii) manufacturing and processing techniques and know-how, (iii) software, firmware and computer programs and elements of design relating thereto (including, for example, programming techniques, algorithms, inference structures and the construction of knowledge bases), (iv) designs, drawings and formulae, (v) cost, profit and market information, (vi) financial and other business information with respect to Rollon Corporation that Rollon Corporation has not made publicly available, (vii) customer business information, including products of Rollon Corporation or Purchaser ordered, prices and delivery schedules, and (viii) any information disclosed to either party by any third party which the parties have agreed, or is otherwise obligated, to treat as confidential or proprietary.

Any of the Confidential Information disclosed is to be used for the sole purpose of enabling the parties to develop their relationship, and in no event shall the receiving party be deemed, by virtue of the terms of these mutual nondisclosure requirements or by any disclosure from or discussion with the disclosing party, to have acquired any right or interest in or to such Confidential Information.

Each party hereby agrees that it shall (1) restrict dissemination of the other party's Confidential Information to only those individuals who must be directly involved in the evaluation of the Confidential Information, and (2) use the same degree of care as it uses for its own information of like importance, but at a minimum due care, in safeguarding against disclosure of the other party's Confidential Information.

No reproductions, copies or extracts of any Confidential Information shall be made without the express written consent of the disclosing party, and the receiving party shall refrain from using any such Confidential Information as long as the same shall remain unpublished, provided only that receiving party shall not be forbidden to make use of information which is now available or becomes available to the public without breach of these mutual nondisclosure requirements, is obtained from a third party or parties having no obligation of confidentiality with respect to the Confidential Information, was known to the receiving party prior to disclosure, or is independently developed by the receiving party without reference to or use of the Confidential Information. Purchaser agrees that it shall not manufacture, reproduce, or replicate any machines, machined parts, designs, drawings or other proprietary information of Rollon Corporation without the express written consent of Rollon Corporation. Rollon Corporation designs are property of Rollon Corporation.

Each party acknowledges that failure to perform the obligations and agreements set out in these mutual nondisclosure requirements may result in irreparable injury to the other party. Accordingly, each party further agrees that, in addition to remedies otherwise available at law or in equity, any and all such obligations may be enforced by suit, restraining order, and/or injunction.

Should any litigation be commenced by a party concerning the duties and obligations of the other party in relation to these mutual nondisclosure requirements, the prevailing party shall be entitled to (in addition to any other relief that may be granted) the reasonable attorneys' fees in the litigation, which sum shall be determined by the court or other person presiding in the litigation or in a separate action brought for that purpose.

These mutual nondisclosure requirements shall continue in full force and effect for a period of five (5) years from the effective date of these mutual nondisclosure requirements. The confidentiality obligations imposed under these mutual nondisclosure requirements shall expire five (5) years from the date of receipt of each item of Confidential Information.

The validity, interpretation and enforcement of these mutual nondisclosure requirements are governed by the laws of the State of Michigan. These mutual nondisclosure requirements shall inure to the benefit of and be binding upon Purchaser, Rollon Corporation, and their respective successors and assigns. These mutual nondisclosure requirements may be amended only by a writing signed by both parties hereto. By purchasing and/or paying for goods or services from Rollon Corporation, Purchaser agrees to and warrants the full power and authority to bind Purchaser to the obligations set forth in these requirements.