BIESSEUK

Quote # 2000122109

06-10-2020 | Version 3

STREAM A SMART/5.5 A & BACABINET PRO

To the attention of

....

THINCE NOOMO DEOFONE OOMENTE FO

Customer code: CEK0801357

Biesse Group UK Ltd

Lamport Drive Heartlands Business Park Daventry NN11 8YZ T +44-1327-300366 www.biesse.com Regional Sales Manager

André Myers +44 7949424287 +44 01327 317889 andre.myers@biesse.co.uk

Company registration number 02763471 Registered in England and Wales



Dear Mr Simon Johnson

Further to our recent conversation, we now have pleasure in enclosing our quotation for your perusal:

Single-sided edgebander

STREAM A SMART/5.5 A

We feel sure our offer will be of interest to you, and we will contact you in the near future to discuss the specification in greater detail.

However, in the meantime, if you require any additional information, please do not hesitate to contact me on my mobile.

Assuring you of our best attention at all times.

Yours sincerely

André Myers

Biesse Group UK Ltd

STREAM A SMART/5.5 A

Single-sided edgebander

All images are for illustration only



QUANTITY

E9001480 1

STREAM A SMART

Single-sided edgebanders for the application and processing of flat edge-banding material in coils (melamine, PVC, ABS, veneer) and in strips (solid wood, Formica, planed veneers etc.)

Standard features

Numerical Control switch board

The numerical control SMART TOUCH 23" allows the machine management and its functions. Technical characteristics:

- Graphic 23" LED display touch screen, 1920x1080 pixels. High-resolution screen for defined and intuitive images and text.
- ✓ Windows operating system.
- ✓ Integrated 128GB hard disk for filing media files and the programs back up.
- ☑ USB port for managing in a simple and efficient way multimedia files, programs and updates.
- Sintra HD software, simple and intuitive touch interface for all operators' quick learning. It supports the multi-language function.
- ☑ Multicolor led. The led system positioned in the cabin allows to monitor the machine status.

Some of the included functions

- ✓ Automatic start-up of the motors as defined in the program.
- ☑ Direct buttons for the choice of the first and second passage, for fast working changeover.
- ✓ Managing of the numerical axis and automatic working changes.
- ☑ Lists of programs with manual and/or automatic start.
- Production statistic data.
- ✓ Software assisted maintenance.
- The control is mounted to enable the easy adjustment of the working position.

Structural components

- Base. Totally steel made, it is designed and built to ensure stability and strengthens to the whole machine, to allow precise, accurate machining.

 Integrated automatic chip removal system along the whole machine with a sliding table for waste material ejection.
- Panel movement. Provided by a conveyor track and top presser combined in a system that ensures an optimal clamping of the workpiece, straight movement and resistance to side loads resulting from the forces when applying the edges. Complete with infeed panel distance spacer with capacitive sensor in addition to the signal lamp to minimize the panel gap.

- Conveyor track with industrial chain with a 31.75 mm (1¼") ratio, with self-lubricating slide blocks in special techno-polymer. The slide blocks slide on two hardened steel guides, one with a circular section and the other flat. The workpiece is held by special low wear rubber pads with a high friction coefficient, which are individually interchangeable. Automatic track lubrication system with dynamic track absorption.
 - The track can also advance when the gluing unit is turned off.
- High-rigidity top belt presser beam. The workpiece is held by a rubber belt with a stain-proof coating. The thrust exercised on the panel is provided by springs housed on technopolymer connecting rods. The top operating units are hooked to the presser and adjusted automatically with the positioning of the presser itself, allowing panel thickness changes without any type of setting. The top belt presser is made of extruded aluminium with a special profile, whose section guarantees high rigidity; it is also adjustable in height with electronic positioning managed by NC sliding on linear guides.
- Removable side panel support for big size panels. It includes an extruded aluminum guide complete with support wheels and low-friction ball bearings for horizontal movement. Quick manual positioning and locking system.
 - For heavy panels is recommended an additional roller conveyor.
- Semi-integral protection cabin on the whole length of the machine except for the Pre-milling Unit. Made in aluminium with wide transparent polycarbonate surfaces for the complete view of the operating units. Vertical multicolour led for the immediate monitoring of the machine status. Standard NC controlled lights inside the protection cabins.

Teleservice

It allows an immediate and direct access to the machine numerical control via network. In this way it is possible to check machine data, user programs, input/output signals and system variables, and

to install software updates, therefore granting:

- ✓ Real-time service intervention.✓ Quicker problem solving.
- ✓ Consistent reduction of machine downtime.
- Real-time software updates.
- * The teleservice support is free of charge for the whole warranty period.

Electric system requirements

Protection of the machine against indirect contacts has been designed for TN type supply networks, so no differential protection has been foreseen. In the event of connection to other types of network (TT, IT) or if require by local laws or regulations, differential protection must be provided according to the characteristics of the system and taking into account electromagnetic interference containment devices may produce considerable high frequency dispersion currents.

Technical Data

7			
Description	MIN	MAX	UM
Panel height*	10	60	mm
Height of edge-banding material	14	64	mm
Thickness of edge-banding material in coils	0.4	3	mm
Thickness of edge-banding in strips*** 0.4 12		12	mm
Panel protrusion from track	25		mm
Panel length	140	3200	mm
Min. panel width (with length 140 mm)	85		mm
Min. panel width (with length 250 mm)	50		mm
Track feed speed	12-18-20	20	m/min
Panels gap**	450	650	mm
Dust extraction system for each operating unit****	1 hood Ø 100		mm
Pneumatic connection	7		bar
Working voltage	400 V / 50 Hz		threephase + neutral
Control voltage	24		V - CC
Static frequency inverter	200		Hz
Glue pot capacity**	2 (approx.)		Kg
Gide pot capacity	2 (approx.)		
Glue pot capacity Glue pot heating time at ½ load	10 (approx.)		minutes



- * Minimum panel height: 8 mm with a maximum edge thickness of 1.5 mm.
- ** Depending on the units selected.
- *** 30 mm with cod. E8000132-E8000133. As a result, the minimum panel width increases.
- Number of hoods depending on the units selected. Dust extraction for PUR glue fume removal/Dust extraction system for pre-milling unit: hoods Ø 80 mm.

CE Norms included.

Single-sided edgebander STREAM A SMART/5.5 A

Slot for Pre-milling Unit FI-502

Gluing Unit VC-710

It performs the automatic application of edges in coils and strips onto the panel, as described in the following steps:

- Application of hot-melt glue onto the panel by means of a glue spreader roller and use of a glue pot. Glue pot characteristics:
 - Quick release for change of glue type and/or colour.
 - Internal Teflon coating.
 - Quick heating and double thermostat for differentiated temperature control.
 - Automatic glue temperature lowering system when the machine has been idle for a set period of time.
 - Copier to optimize the glue quantity spread on the panel.

No adjustments are required when the panel thickness is changed.

The glue spreader can turn with the direction of the panel, as well as in the opposite direction (Reverse function).

Tekno-Glue System for optimal gluing in all working conditions, by means of:

- Controlled tilting machining operation of the glue spreader roller.
- Automatic pneumatic exclusion when the track stops.
- Pneumatic exclusion of the glue pot.
- Feeding of the edge to be applied to the piece being machined via automatic edge feeding device for edges in coils and strips, complete with 900 mm diameter coil holder disc.

The edge is fed in the panel's feeding direction, avoiding any slipping of the edging material.

The edge support table features a cooling system.

The device can be vertically adjusted.

- Edge coil automatic cutting to length with cutter knife (placed before the first presser roller) for maximum edge thickness of 3 mm and maximum plastic section of 140 mm² (the maximum cutting section is guaranteed on PVC edges; for different edge materials this value could be lower). Automatic adjustment of working pressure according to the thickness of edgebanding material being used.
- Pressure on the edge to ensure perfect adhesion to the panel by means of the RPT edge presser roller unit with timed rollers, consisting of:
 - A first motorized presser roller (with clutch), diameter 150 mm, with independent pneumatic pressure adjustment.
 - o Five idle presser rollers, diameter 60 mm, the first two of which with opposing cones and pneumatic adjustment.



End trimming Unit IN-801

Carries out the trimming of edge excess at the front and rear panel side.

Complete with 2 high frequency motors (0.8 kW each) at 12000 RPM, with saw blades.

Straight or tilted cut with an angle between 0 and 15 degrees.

Characteristics and benefits:

☑ Great reliability thanks to the sliding of slide blocks on linear prismatic guides.

✓ Central lubrication for the slide guides.

2-position pneumatic tilting that can be selected from the control panel. Independent exclusion/tilting of each motor.

Flex system for end trimming with controlled overhang. Using the control panel, it enables you to set the cutting position of the blades to obtain a pre-set overhang of the edge being trimmed. Ideal for applications that require corner rounding, in particular on soft/post-formed panels.

✓ Integrated suction system.

Technical data

Description	Min	Max	Um
Motor speed		12000	RPM
Motor size	0.8+0.8		kW
Track feed speed		20*	m/min
Edge thickness	0.3	3	mm
Solid wood edge thickness		22	mm
Panel thickness	8	60	mm
Panels gap	650		mm

^{*12} m/min with solid wood edges.

Maximum edge end-trimming section: 1100 mm².

Tools included.

Top and Bottom edge trimming Unit RS-502

Trims the top and bottom of the applied edge.

Complete with 2 high frequency motors (0.65 kW) at 12000 RPM, self-cleaning rotating vertical copier disks and suction system.

Can also be used for rough trimming of all types of edge-banding material and does not require adjustment when changing the thickness of the applied edge.

Duo-System included. NC command to set pneumatically the edge trimming with 2 different overhanging. The top unit is self-adjusting according to panel height.

Can be tilted up to 4 degrees.

Made from a high-rigidity monolithic structure ensuring precise and safe machining.

Vertical slides on steel guides with ball bushings.

Pneumatic exclusion from NC.

Tools are not included.

Fine trimming Unit RF100

Carries out top and bottom fine trimming of the glued edge.

Complete with 2 high frequency motors (1 kW each) at 12000 RPM.

The unit can be tilted from 0 to 45 degrees.

Characteristics and benefits:

✓ Made from a high-rigidity monolithic structure ensuring safe and precise machining.

✓ Integrated suction system.

✓ Frontal and vertical self-cleaning rotating disk copiers.

✓ The unit can also machine edges with a dust guard.

☑ Top self-adjusting unit according to panel height.

✓ Motor carrier unit quick-disconnect system.

✓ Pneumatic exclusion from NC.

Tools are not included.

2 motors Corner Rounding Unit AR30

Carries out the corner rounding and the top and bottom trimming on panels edged with synthetic material up to a maximum thickness of 3 mm.

Complete with 2 high frequency motors at 12000 RPM.

The corner rounding processing is possible both on panels with straight profiles and post-soft/formed panel with 90 and 180 degrees.

High finishing quality thanks to the movement on linear guides with recirculating ball screws, vertical oscillating copiers, frontal copiers with pre-copying system.

NC axis quick and precise changeover (no manual adjustment required) between thin and thick edges (i.e. between 0.4 mm and 3 mm).

The adjustment is fully NC controlled.

Including the rounding function only.

Maximum working speed: 20 m/min for panels H ≤ 25 mm; 18 m/min for panels H > 25 mm.

Pneumatic exclusion from NC.

Tools are not included.

Slot for Edge scraper Unit RB02 or RB400

Slot for Glue scraper Unit RCC-701

Slot for Brushing Unit SP-501

Slot for Hot air blower Unit PH-700

E8000314

INFEED PRE-MILLING UNIT FI-502

Rectifies the surface that has to be edged before applying the glue.

The use of this unit produces a flat, even surface ideal to apply the proper amount of glue with a thin glue line.

Complete with 2 high frequency motors (3.5 kW each) at 12000 RPM.

The machining of the pre-milling unit ensures a chip-free finish thanks to:

- Horizontal and vertical movement of the 2 motors on linear auides.
- ☑ Independent automatic temporized intervention of the two motors.
- ✓ Possibility to work with or without copiers.
- Air blower to clean the milled surface of the panel before the glue application.
- Auto-set device. Ensures optimum positioning of the milling cutter according to the thickness of the panel being machined.

Symmetrical diamond tools H=45 mm Z=2+2 30° included.

E8000903

EDGE SCRAPER UNIT RB02 WITH MANUAL ADJUSTMENT

Carries out finishing operations on thick PVC/ABS edges.

Made form a solid monolithic steel structure ensuring precise and safe machining.

Manual adjustment between two profiles.

Reliability, repeatability, precision and cleanliness are guaranteed by:

- $\ oxdot$ Frontal and vertical rotating disk copiers.
- ✓ Compressed air blowers on the copiers.
- $\stackrel{\cdot}{ extstyle extstyle$

NC pneumatic exclusion included.

Tools are not included.





E8001011 1

GLUE-SCRAPER UNIT RCC-701

Auto-aligning unit with the panel surface and self-adjusting with the height to remove the exceeding glue in the junction panel-edge.

Complete with turning discs copying device and flat blade knives. It includes as standard:

- o Timed intervention of the flat knives.
- ✓ Dust extraction kit.
- ✓ NC pneumatic exclusion.



E8001035

SUPERIMPOSED BRUSHING UNIT SP-501

Tiltable and self-adjusting unit with the panel height, to carry out the cleaning and polishing of the applied edge using cloth disc brushes. Complete with 2 motors (0.37 kW) at 2800 RPM.



E8000089

NC AXIS PACKAGE - GROUP OF DEVICES THAT ENABLE THE AUTOMATION OF MACHINE SET-UP FOR STREAM A SMART

It includes:

- ✓ AX-2, NC axes on the infeed fence and on the 1st copier of the infeed Pre-milling Unit.
- ✓ AX-1, NC axis on edge pressing rollers.
- AX-4, NC axes on Fine trimming Unit RF400 replacing RF100.

Cod. E8000871 or E8000903 and E4000414 required.

E8000004

SUPPLEMENTARY LATERAL PANEL SUPPORT FOR STREAM A SMART

Lateral panel support for large pieces, can be freely positioned alongside the machine.

E9901008

KIT FOR THE INSTALLATION OF THE PANEL RETURN SYSTEM

The kit includes the electrical wiring and the modifications in the out-feed area of the machine for the installation of the panel return.

The included material is supplied in addition at the machine in its standard composition.

Not compatible with cod. E8000092.

E8000032

ANTIADHESIVE UNIT ADZ-700

The unit applies an anti-adhesive liquid on the top and bottom surface of the panel to ease a good cleaning of the workpiece being processed. It is positioned on the machine before the pre-milling unit.

The anti-adhesive liquid is applied with precision by means of injectors controlled by the NC.





E8000341

HYBRID GLUING HEAD FOR GRANULATED EVA AND POLYURETHANE GLUE IN PLACE OF THE STANDARD SYSTEM

Gluing head with special coating suitable for the use of both EVA glue PUR glue in granules, with top loading and max. capacity 1.5 kg.

Technical features:

- Possibility of feeding the gluing head with granulated EVA glue and granulated Polyurethane glue.
- Glue level sensor with pop-up to warn the operator when the glue comes to an end.
- Quick glue drainage system without the use of tools.
 Automatic roller cleaning cycle for perfect glue application on the piece.
- ✓ Maximum glue pot capacity 1.5 Kg.

With this function, the machine can use both EVA glue and polyurethane glue.

In case of switch between PUR and EVA glue it is necessary the purging agent.

Not compatible with codes E8000048, E8000047, E8000135.

E8000134

PREMELTER TM20 FOR POLYURÉTHANIC GLUE IN CARTRIDGES

On demand top loading PUR glue premelter.

It facilitates the glue changeover and it feeds the gluing head according to consumption. The glue is melted and then sent to the glue pot. The glue quantity inside the pot is detected by a level sensor inside the gluing head. The hermetic seal tank between premelter and gluing head guarantees a alue long-life*.

Glue is introduced inside the premelter as a cylindric packed cartridge.

Technical data

Premelter glue capacity approx. 2 Kg Glue flow rate up to 8 Kg/h Glue cartridge diameter 130 mm Glue cartridge height 160 mm Pneumatic connection 6 har

* The reticulation time depends on the type of glue used.

Cod. E8000341 required.

Not compatible with cod. E8000101.



E8000109 1

DEVICE FOR THE APPLICATION OF ANTI-STATIC/COOLING LIQUID BEFORE END TRIMMING UNIT

It applies an anti-static/cooling liquid on the glued edge. It allows the fast cooling of the glue line and to neutralize the electrostatic charges of the edge.

The anti-static/cooling liquid is precisely applied by means of injectors driven by the NC.

E4000292 1

KIT PRO-NESTING FOR TOP AND BOTTOM END TRIMMING UNIT

Equipped with 2 bearing copiers in addition to the top vertical copier to permit processing of panels with holes and/or grooves.

May hole diameter 60 mm. Min. distance from the front/rear side of the

Max. hole diameter 60 mm. Min. distance from the front/rear side of the panel 60 mm.



E0001599

PAIR OF STRAIGHT MILLING CUTTERS FOR TOP AND BOTTOM END TRIMMING UNIT

E8000527

KIT PRO-NESTING FOR FINE TRIMMING UNIT

Equipped with 2 bearing copiers in addition to the TOP vertical copier to permit processing of panels with holes up to diameter max. 35 mm and/or grooves.

Distance between copiers 70 mm.



E8000537

TOP AND BOTTOM INDEPENDENT WORKING FOR FINE TRIMMING UNIT RF300-RF400

E0001644

PAIR OF MULTIFUNCTION MILLING CUTTERS FOR FINE TRIMMING UNIT RF300-RF400. Possible machining operations: bevel 25° for different thin edges + R=1 mm +R=2 mm + flush solid wood trimming.

E0001706 1

PAIR OF R=2 mm MILLING CUTTERS WITH DISPOSABLE NKIVES FOR 2 MOTORS CORNER ROUNDING UNIT AR30 NC.

E4000414 1

AX-4, NC AXIS ON EDGE SCRAPER

Device for the automatic adjustment of copiers and tools according to the edge type and thickness. Selection through the control board. Pneumatic exclusion included.



E8000917

INDEPENDENT PNEUMATIC EXCLUSION OF THE TOP/BOTTOM UNIT FOR EDGE SCRAPER UNIT

E8000914

KIT PRO-NESTING FOR EDGE SCRAPER UNIT

Equipped with 2 bearing copiers in addition to the top vertical copier to permit processing of panels with holes and/or grooves.

Max. hole diameter 60 mm. Min. distance from the front/rear side of the panel 60 mm.

C2006001

Pair of knives with chamfering 25 degrees, for edge scraper

C2006002

Pair of knives R=2 mm, for edge scraper

E4000150

KIT FOR DELICATE PANELS FOR GLUE SCRAPER UNIT

Features:

extstyle ext

☑ Glue scraper knives pressure adjustment.

E8000034

LPT-700 DEVICE FOR THE APPLICATION OF CLEANING LIQUID BEFORE THE BRUSHING UNIT

It applies a cleaning liquid on the glued edge at the end of the milling operations, giving a perfect cleaning and polishing of the edge thanks to the brush action.

The cleaning liquid is precisely applied by means of injectors driven by the NC.





7550042

SOPHIA - IoT Connection

SOPHIA is the IIoT platform (Industrial Internet of Things) which aims to generate greater value for the customer through the connection of the machine and the collection and analysis of processing data. A project that fits fully into the digital transformation movement that is characterizing the fourth industrial revolution.



SOPHIA detects, verifies, points out and resolves problems encountered by the user during the use of the machine, as well as plans, on the basis of the data provided, maintenance operations/technical interventions and spare parts supply. Specifically, it includes:

- Permanent connection of the machine to service centers.
- ✓ Team dedicated to the diagnostic monitoring of the single machine.
- ✓ Mobile App with continuous monitoring of the status and performance of the machine.

SERVICES DETAILS

Remote Diagnostics

The Biesse service, through the control panel, continuously monitors the machine in operation. The constant flow of data provides and historicizes every significant event during the entire period of activity of the machine.







SOPHIA IoT provides a bidirectional communication between the end user and the service, thus ensuring the shortest reaction time.

The data is transmitted via Internet, encrypted and certified, to our cloud platform and made available to customer service for remote assistance.



A faster and more efficient service:

SOPHIA IoT optimizes intervention times and increases their effectiveness.

SOPHIA IoT automatically recognizes the most common causes of machine downtime and immediately activates the reference service.

SOPHIA IoT is based on a constantly evolving dynamic architecture. This guarantees a constant increase in performance.



Mobile APP:

All SOPHIA IoT Biesse technology in a simple app!

Performance indicators and Statistics: monitoring of machine performance on the basis of three fundamental indicators: Availability, Efficiency and Effectiveness. The indicators are viewable both in real time and as aggregation of historical data, in order to have a temporal and detailed view of the machine. The statistics show the main operating data of the machine: hours of ignition and automatic, downtime, etc.

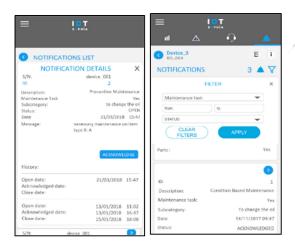


Advanced indicators: indicators specific to the type of machine, with the possibility to select the indicator of interest, the period of analysis and the level of aggregation desired (month, day, hour or half hour).





Notifications in the app: push notification system for production and maintenance management. The notifications in question can be sent at the beginning of an event, or independently when the end of the useful life of a component or a maintenance expiry approaches (preventive maintenance). For each notification it is possible to consult and / or modify its status, declaring to have read the notification itself.



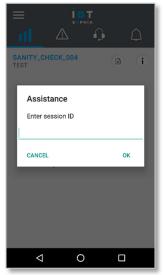
Assistance requests and machine downtime: real-time tracking of service requests and machine down events. For each event it is possible to monitor, facilitate and make the resolution process effective by attaching documents, comments, photos or videos.



Video Assistance: ability to communicate in streaming, chat, take photos and record videos, share documents in order to make the resolution process faster and more effective









Technical Documentation: access to the complete technical documentation of the machine (manuals, diagrams, exploded view and spare parts list) in the SOPHIA Parts application, and the possibility to download the documents, so as to have access also in offline mode.

The SOPHIA IoT app is accessible, via compatible mobile devices, with a non-exclusive and non-transferable license, subject to the conditions to be accepted on first use.

The SOPHIA services are available in Italian, English, French, German, Spanish, Russian, Chinese.

The SOPHIA services are provided to the Purchaser for a period of 12 months from the moment they are activated (or 12 months from the purchase of the Machine) and are automatically renewed for a fee at the price list of SOPHIA package, unless buyer's cancellation takes place within 30 days before the end of the service.

The price for renewals may vary depending on market requirements or correlation with changes in production costs, staffing or auxiliary services, subject to any legislative provisions with impact on sales prices.

DATA MANAGEMENT

Technical data and information related to SOPHIA services can be collected and used by Biesse to perform its performance, and be used in aggregate and statistical form to supply, improve and develop, in general, products / services Biesse technologies.

PRE-INSTALLED SOFTWARE

The terms of use of the BIESSE Software (including those functional to the "Sophia" Services) are detailed in the applicable sales conditions. The Software, pre-installed and / or made available are licensed without exclusivity and will be usable only for Machines purchased, excluding any transfer right or sublicense. The Software Property, and any rights not expressly granted, are and will remain of the property of BIESSE (and / or its software vendors).

The costs of physical connection and the costs of connectivity are charged to the Purchaser.

The SOPHIA IoT platform requires:

- Internet connection,
- Online registration for service, above, as specified in the separate user manual and/or document supplied to Buyer.

bCabinet PRO

All images are for illustration only

OUANTITY

SWDQ050111

bCabinetPRO

Advanced software for cabinet design.

Design

The graphical environment allows to design the layout of a real room (walls, doors and openings).

Graphical environment with 3D visualization for an easier cabinet design.

The assisted editor allows to define the construction rules in a simple and intuitive way.

The step by step design process allows to create and modify the following elements:

- ✓ Body elements Top, bottom and sides dimensions
- ✓ Divisions Horizontal or vertical fixed elements of the body
 ✓ Back Joint type and parameters
- ✓ Top/Bottom/Rails Type and parameters
- ✓ Adjustable shelves Horizontal movable elements
- ☑ Solidwood elements Body reinforcement's elements
- ✓ Hanger strips Type and parameters
- ☑ Spaces definition and space dividers for doors and drawers front definition
- ☑ Doors/Drawers/Drawer fronts 100 models available with material type option
- ☑ Hardware Library of drawer guides/Handles/Hinges/Shelf brackets/Feet/Hangers
- ✓ Dimensions With manual or automatic creation

General specifications:

- Library of parametric cabinet models containing up to 10.000 models divided into categories (kitchen, living room, bedroom) extendable with models designed by the customer
- ✓ 3D visualization with printing capability on title block
 ✓ 3D visualization with photo-realistic rendering effect



Machining management

Allows to add or modify machining like single drilling operations, straight and inclined doweling, routing operations, blade cuts and trims for each cabinet element.

Shows all the internal and external machining information of the selected element.

Setup and Export

CAM properties management:

- ✓ Position offset, working area, dust collection hood position
- Enabling and management of diameter, depth and tools parameters for trims, dowels, grooves and hardware machining
- ☑ Specific machining (inclined dowels, V-routing and reference grooves)
- ✓ Optimizers files export

Cutting list management:

Creates a cutting list with the possibility to customize the header and capable of group elements based on dimension, grain direction; manages the hardware list and can export a CSV format file or BiesseLink format file.

Labels management:

Exports cutting labels of the selected elements to be chosen among 8 labels layouts.

Material management:

Allows the creation of a list of codes, description, colour, timber, dimension and grain direction of the panels available in stock.

Ouote module:

It allows to estimate the price of the project based on the values assigned to articles and materials allowing to handle extra values for special and oversized items.

* Requires 5 additional days of a Biesse technician for specific installation and training, when the machine installation is also required

SWDQ050169

1

Exploded view drawings and assembly diagrams management module

It produces the assembly diagram and creates a complete list of the furniture to be produced in order to facilitate the assembly work thanks to the identifiers associated with the model exploded.

The assembly diagram can be created automatically or manually, being able to move the internal elements to your preference.

- * Requires bCabinetPRO
- * Requires 1 additional day of a Biesse technician for specific installation and training, when the machine installation is also required

SWDQ050170

1

Inventory Supplier Module

The module is an advanced tool that allows the automatic calculation of the raw materials needed in connection with the project created.

With this module the user, with a simple click, can obtain a summary quantification of material, edges, veneer, hardware, processes, and possibly can enter other data manually (assembly, transport etc.).

In addition to the quantification it is possible to associate unit costs with possible profits in order to obtain the final cost of the project and also a quote to propose to the customer.



- * Requires bCabinetPRO
- * Requires 1 additional day of a Biesse technician for specific installation and training, when the machine installation is also required

SWDQ050171

1

DXF/3DS Import / export module

Module for the import or export of objects from the scene.

It allows to import 2D/3D layouts of environments and objects in the bCabinet library, to export bCabinet modules or projects.

Available formats: Dxf (R12/L12), 3ds, Stl, Dae (collada), Wrl.

* Requires bCabinetPRO

PL1901740

1

5 days of installation/training (bCabinet Pro)

* When managed by Biesse HQ



PL1901742

2

5 additional days of installation/training

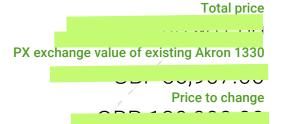
* When managed by Biesse HQ





Single-sided edgebander & Software Package

STREAM A SMART/5.5 A BCABINET PRO



VAT excluded

PX exchange will taken as full deposit, machine, stays in place until delivery of Stream A

Technical specifications

CONNECTION VOLTAGE	415
FREQUENCY	50 Hz
POWER SUPPLY	3 PHASES

Terms of sale

OFFER VALIDITY

This price is valid for 30 days

DELIVERY

Delivery time is estimated and is subject to access.

OFFLOADING

Variation to Terms and Conditions of Sale below: Biesse Group UK Ltd will be responsible for arranging the off-loading and positioning of the machine, and arrange for the hire of a crane (where appropriate).

WARRANTY

TOTAL CARE 5 YEAR PROGRAM FEATURES:

(Any maintenance not in accordance with the Service Manual could invalidate the warranty)

- 5 Year / 10,000 hours breakdown warranty package covering non consumable parts and labour.
- 5 year preventative maintenance program.
- 5 year operator error cover (see full terms and conditions attached under separate cover).

INSTALLATION

Will be carried out by a Biesse Group Technician. It is the Purchaser's responsibility to connect all services to the machine prior to the engineer's visit.

Order form

CUSTOMER SHIPPING ADDRESS CUSTOMER INVOICE ADDRESS IOILIEDIZATO LINIT & DOLIL TON DOIL/E LINIT C DOLLI TON DONG NUTTINGHAM NUTTINGHAM United Kingdom United Kingdom **CUSTOMER PURCHASE ORDER NUMBER CONTACT NAME** Mr Simon Johnson **CONTACT TELEPHONE NUMBER EMAIL ADDRESS FOR CONTACT EMAIL ADDRESS FOR INVOICING** (if different to above) **MACHINE DETAILS QUANTITY** DESCRIPTION CURRENCY **UNIT PRICE** TOTAL Total price of machines (VAT Excluded): **ADDITIONAL OPTIONS** (NOT/INCLUDED IN THE QUOTATION e.g. Software): **QUANTITY** CODE SHORT DESCRIPTION CURRENCY **UNIT PRICE** TOTAL Total price of additional options (VAT Excluded): Total Net Price = Machine + Additional options (VAT Excluded): VAT at 20%: Final Selling price of the Machine (VAT Included):



aumant tarma

Payment terms			
STANDARD PAYMENT TERMS		Tick if	applicable
PAYMENT THROUGH FINANCE		Tick if	applicable
20% + VAT deposit due with order, & sight of signed finance documents up to advance	to 3 months in		
80% + VAT on delivery of machine (machine will not be installed until the delivery payr	ment is received)		
Finance company:			
Contact name & number:			
Other information			
TOTAL CARE INFO			
Please select how many shifts will the machine be working?	□1	□2	□3
DELIVERY DATE REQUIRED?			
Please state the projected delivery date:			
OFFLOADING AND POSITIONING NOTES – If a small machine.			
Forklift available for use?		ПΥ	□N

WEIGHT

Customers agreement to offload and position the machine themselves with own forklift?

S/N

OTHER COMMENTS / SPECIAL REQUESTS?

PART EXCHANGE MACHINES (if applicable)

MODEL

BRAND

 \square Y

DIMENSIONS

 \square N

Terms and Conditions of Sale

1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise.

"Contract" means any contract between the Seller and the Purchaser incorporating these Conditions for the sale of Products and/or the provision of Services;

"Seller" means Biesse Group UK Ltd., company number 2763471, whose registered office is at Lamport Drive Daventry, Northamptonshire, NN11 8Y7:

"Purchaser" means the person whose order for products/services is accepted by the Seller and to whom the Seller supplies the Products and/or Services:

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities; "Products" means any machinery and/or equipment ordered from the Seller by the Purchaser or to be supplied by the Seller to the Purchaser together with any other goods and/or materials utilised in the performance of the Services and in which title is intended to pass to the Purchaser once the Services have been completed;

"Installation" means the building up, commissioning, installation and initial operation of the Product by the Seller.

"Services" means the building up, commissioning, installation and initial operation of the Product by the Seller.

The Purchaser shall be responsible for ensuring the accuracy of the order and any specifications, designs and/or other details contained within the order.

2. BASIS OF CONTRACT

- (a) These conditions contain the only terms and conditions upon which the Seller will supply Products to the Purchaser. These Conditions supersede any printed or other conditions contained in any other document including, without limitation, any terms and conditions stipulated by the Purchaser or referred to in it's order or pre-contract negotiations or in the Purchaser's standard conditions of purchase. No other agreement representation promise undertaking or understanding of any kind unless expressly accepted in writing by a Director of the Seller shall alter vary supersede or operate as a waiver of these terms and conditions.
- (b) The Seller's employees or agents are not authorised to make any representation concerning the Products unless confirmed by the Seller in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on, and waives any claim for a breach of, any such representations which are not so confirmed.
- (c) All published prices are subject to revision without notice and are exclusive of VAT or any similar taxes levies or duties which shall be additionally payable by the Purchaser to the Seller.
- (d) All drawings and technical information and particulars of weights and dimensions submitted by the Seller either verbally or in writing are to be deemed approximate and of indicative nature only and these and descriptions and illustrations and photographs contained in the Seller's catalogues price lists or other advertising shall not form part of any contract to which these terms and conditions relate. The Purchaser undertakes to request any technical information required from the Seller prior to the delivery and installation of the Product including but not limited to its dimensions and power or extraction requirements. The Seller reserves the right to correct any clerical or typographical errors or omissions in any sales or promotional literature, quotation, price list, order, invoice or other documents issued by the Seller with out any liability. (e) The Seller shall have no Liability for errors in any specification or details supplied by the Purchaser and the Purchaser is solely responsible
- (f) The Purchaser agrees to indemnify and keep indemnified the Seller against any and all claims, losses, expenses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) and any other loss and/or liabilities arising out of the Seller's use of the specifications, details and/or drawings supplied by the Purchaser.
- (g) A contract shall be affected when an authorised executive of the Seller acknowledges the Purchaser's order in writing.
- (h) Each order once acknowledged shall constitute a separate contract.

3. CANCELLATION BY THE PURCHASER

- (a) Once a contract has been effected it cannot be cancelled except with the consent in writing of a Director of the Seller and on terms which will indemnify the Seller against all losses suffered as a result of such cancellation including but not limited to all costs charges and expenses including a genuine pre-estimate of all losses incurred by the Seller.
- (b) If the Purchaser fails to comply with any of these terms and conditions, either as to payment or otherwise, the Seller shall be entitled at its option to retain possession of any sum or sums of money paid as a deposit or on account of the purchase price and shall be entitled to reimbursement of any loss it may have sustained by reason of the Purchaser's default.

4. CANCELLATION BY THE SELLER

- (a) If the Purchaser breaches the terms of this Contract (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied); persistently breaches any one or more terms of this Contract; ceases or threatens to cease to carry on business; and/or is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances, the Seller may exercise any of its rights in clause 4 (b) below.
- (i) have the right forthwith to cancel suspend or delay any order then subsisting and upon written notice of such cancellation, suspension or delay being posted by it to the purchaser's last known address any subsisting order shall be deemed to have been cancelled suspended or delayed without prejudice to any claim or right the Seller might otherwise make or exercise and without any Liability of the Seller; and (ii) the Seller may enter, without prior notice, any premises of the Purchaser (or premises of third parties with their consent) where Products owned by the Seller may be and repossess and dispose of or sell any Products found which are owned by the Seller so as to discharge any sums due to the Seller under this Contract or any other agreement with the Purchaser. On the happening of any of the events in clause 4(a) above;
- (i) all monies owing by the Purchaser to the Seller shall become immediately due and payable;
- (ii) the Seller shall re-pay any monies paid to it by the Purchaser in respect of the cancelled orders, less any monies owed by the Purchaser to the Seller (if any);
- (iii) the Purchaser's implied licence to be able to sell any of the Products which remained owned by the Seller shall immediately terminate;
- (iv) the Seller may enter the Purchaser's premises without notice (or premises of a third party with their consent) where products owned by the Seller may be located and repossess and dispose of or sell any such Products which may be found so as to discharge any monies owing by the Purchaser to the Seller whether under this Contract or any other agreement; and/or



- (v) the Seller may withhold any Services and/or delivery of any undelivered Products; stop any Products in transit and/or terminate or suspend any order for the delivery of Products and/or any Services.
- (c) The Seller shall not be liable to the Purchaser or be deemed to be in breach of contract by reason of any delay in performing or inability to perform the contract if such delay or inability is caused by force majeure (as defined in clause 17). In the event of such circumstances arising, the Seller shall be at liberty to cancel or suspend the contract and/or defer delivery without incurring any liability of any nature, but without prejudice to the rights accrued to the Seller in respect of deliveries already made. If such event exceeds a period of three months, the Seller shall promptly notify the Purchaser. The Purchaser shall then be entitled to cancel its order without liability to the Seller.

5. PACKAGING AND DELIVERY

- (a) The delivery date set out in an acknowledgement of order is an estimate only and the Seller shall be under no Liability for any delay or the consequences of any delay. Time is not of the essence in relation to delivery dates.
- (b) The Seller will notify the Purchaser as soon as reasonably practicable of the actual delivery date for the Products and all relevant unloading requirements. If delivery is earlier than estimated the Purchaser shall accept delivery as soon as the Seller is able to deliver.
- (c) The Purchaser shall unload the Products on arrival at the Purchaser's premises, position the Products on a suitably prepared foundation and arrange for all necessary utilities to be connected to the Products.
- (d) The extent of packing and/or protection necessary will be at the Seller's discretion. The cost of such packaging and also delivery shall be included in the price of the Products. Any other packing requirements stipulated by the Purchaser will be at the Purchaser's risk and cost.
- (e) The Seller shall be under no liability whatsoever for any loss or damage caused or injury suffered as a result of the unloading of the Products unless the Seller shall have undertaken such unloading.

6. STORAGE

When Products are ready for delivery the Seller may (but shall be under no obligation to) postpone delivery at the request of the Purchaser provided that the Purchaser pays the full price of the Products to the Seller in accordance with the terms of payment set out in the acknowledgement of order as if the delivery had not been postponed. The Seller may store the Products at its own premises or elsewhere at the Purchaser's sole risk and all storage, insurance, additional transport charges and other additional costs shall be paid by the Purchaser. If the Purchaser has not paid the full price of the Products, the Seller shall be entitled, after the expiration of three months from the date upon which the full price of the Products became payable, to dispose of the Products in such manner as the Seller may determine.

7. SUB-CONTRACT

The Seller reserves the right to sub-contract the whole or any part of any order on such terms and conditions as it thinks fit.

8 RISK

- (a) Subject to the conditions of clause 6 if the Purchaser has made its own arrangements for transporting the Products the risk in the Products shall pass immediately the Products have left the Seller's or the manufacturer's premises (as the case may be) but otherwise the risk shall pass when the Products arrive at the Purchaser's premises NOTWITHSTANDING that the property in the Products has not passed to the Purchaser.
- (b) Claims for damage in transit must be notified in writing to the Seller and carriers within seven working days of delivery and the delivery note must be endorsed accordingly otherwise the products shall be deemed to have been accepted by the Purchaser as being in good order and in conformity with the contract.
- (c) The Purchaser shall insure and keep the Products insured to their full value in accordance with clause 9 below.

9. OWNERSHIP

- (a) The property in the Product shall only pass from the Seller to the Purchaser when payment in full in cash or cleared funds has been received by the Seller of all sums owed by the Purchaser to the Seller under this Contract or any other agreement.
- (b) Pending receipt of payment in full the Purchaser shall be in possession of the Product as bailee only and shall not have the right to sell the Product nor to give pledge hire lease or move it without the prior consent of the Seller in writing.
- (c) Until the Purchaser has paid in full for all Products supplied by the Seller, the Products must be clearly marked and identified as being the Seller's property and the Purchaser must not remove, modify or tamper with any trade marks or serial numbers used on or in relation to the Products. The Purchaser agrees that the Seller's employees and/or agents shall be entitled to enter the Purchaser's premises to check compliance with this clause.
- (d) Until title in the Products has passed to the Purchaser the Purchaser shall keep the Products insured for the price at which the Products were sold to the Purchaser against all insurable risks and shall procure that the Seller's interest is noted on such policy of insurance. The Purchaser shall hold any proceeds of such policy of insurance in relation to the Products on trust for the Seller upon receipt of the same. Any monies received from the Purchaser by the Seller in accordance with this clause shall not discharge the Purchaser's liability to pay the price for the goods plus interest accrued in accordance with clause 14(c) (iii) but shall be set off against any such liability.

10. SERVICES

- (a) When applicable, it shall be the responsibility of the Purchaser to provide such additional tools and labour as the Seller may specify is necessary to assist the Seller's technician during performance of the Services.
- (b) The Purchaser will:
- (i) allow and/or procure sufficient access to the Seller's employees, sub-contractors and/or agents to allow them to carry out the Services;
- (ii) allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.
- (iii) ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.
- (c) When the building up, if applicable, is complete and when all necessary utilities have been provided and connected to the Products by the Purchaser, the Seller's technician will commission the Products and provide basic instructions and/or demonstrations to the Purchaser's operators in the use of the Product. It is the Purchaser's responsibility to provide suitable staff to receive such instruction and/or demonstration in the operation of the Product. Any additional work or training carried out at the Purchaser's request must be agreed in writing by an authorised executive of the Seller prior to commencement and will be subject to an extra charge.
- (d) Any delays caused by failure of the Purchaser to perform its duties will be the subject of an extra charge.
- (e) During the carrying out of the Services the Seller reserves the right to withdraw any of its technicians to attend other matters as it thinks necessary
- (f) Until commissioning and functional training is completed to the satisfaction of the Seller, the Purchaser shall not, and shall procure that its employees shall not, use the Product without the supervision of the Seller's technicians.

11. WARRANTY



The following is given in lieu of and to the exclusion of any guarantee, condition or warranty express or implied whether by statute or otherwise, and all liabilities are excluded to the fullest extent permitted by law.

- (a) If any defect of workmanship or material is disclosed in the Product or any part thereof within the period of 60 months or 10,000 hours (whichever comes soonest) from the date of commissioning and notice of such defect is given to the Seller immediately on discovery of the defect and if the allegedly defective Product is made available for inspection by the Seller and all necessary information supplied to the Seller to enable the Seller to investigate and correct the defect, the Seller shall repair the defective part or (at the option of the Seller) supply a new part in the place of such defective part free of charge.
- (b) The Seller's liability arising out of the supply of defective Product shall not in any case exceed the cost of repair or replacement under the terms of Clause 11(a) above.
- (c) This warranty is subject to the Product being commissioned by the Seller unless otherwise agreed in writing and maintenance being carried out by the Seller or a third party working on behalf of the seller.
- (d) If any part of the Product is replaced by the Seller the original part so replaced shall be its property and must be returned by the Purchaser carriage paid to the Seller.
- (e) This warranty is personal to the Purchaser and the period of cover is limited to (1) the time duration set out in Clause 11 (a) above (2) When the Purchaser has received the maximum amount payable under the limit of protection during the warranty (3) Until the date the Purchaser sells the product or ceases to trade (4) Until the date the machinery is repossessed.
- (f) The Seller shall not be liable to third parties whether employed by the Purchaser or not in respect of any damage to property caused by or by the use of any Product sold by the Seller to the Purchaser. The Purchaser will indemnify the Seller in respect of any liability loss claim costs or damages whatsoever arising whether under statute or common law in respect of any such damage to property.
- (g) The Seller shall be under no Liability and this warranty shall not apply to the following: Accidental Damage, Fire and natural causes, Dismantling, Transit, Overloading, Operational Use, Application of Tools, Unauthorised Repair or Installation, Wear and Tear, Failure to maintain and Consequential loss. More details can be found in the Guarantee.
- (i) The Warranty does cover Accidental Damage caused by operator error, under these circumstances the purchaser shall be liable to pay £500 contribution to Operator Error damage, the contribution is the amount the purchaser shall bear for each and every recovery.
- (j) This warranty shall not apply if the Purchaser has not complied fully with its contractual obligations.
- (k) Significant limitations that will restrict payment are (1)The maximum recovery. Please see the definition of maximum recovery and the definition of limit of protection in the Guarantee (2)The basis of recovery settlement. Please see recoveries procedures and conditions in the Guarantee (3)The contribution for Operator Error damage is £500 each and every recovery. The contribution is the amount you bear for each and every recovery.
- (I) In the event you have reason to make a recovery, please report it to Biesse. Full details of how to make a recovery are included in the Guarantee.

12. MANUFACTURER'S WARRANTY

The Seller will use its reasonable endeavours to procure the assignment to the Purchaser of the benefit of any warranty or guarantee (if any) which the Seller has received from any manufacturer of the Product.

13. HEALTH & SAFETY

- (a) The Seller shall use all reasonable endeavours to ensure that the Product conforms to EC safety regulations applicable at the time of sale and that the Product supplied by it is safe and without risks to health when properly used.
- (b) The Purchaser undertakes with the Seller that it will ensure compliance so far as is reasonably practicable with any instructions given by the Seller or the manufacturer for the purpose of ensuring that the Product will be safe and without risk to health when properly used and will take any other steps or precautions having regard to the nature of the Product as are necessary to preserve the health and safety of persons handling or using it.
- (c) It shall be the responsibility of the Purchaser to take all necessary steps to comply with any changes in any health and safety legislation and to comply with requirements of such legislation in so far as they relate to the Purchaser's particular circumstances.

14. PAYMENT

- (a) Time of payment is of the essence of the contract and payment shall be made in full without any deduction set off counterclaim or other withholding of monies.
- (b) Terms of payment are set out in the Seller's acknowledgement of order. Unless otherwise stated on the Seller's order acknowledgement form, a 20% deposit shall be payable with the Purchaser's order; a remaining 80% of the price for the Products and/or Services shall be payable on delivery (machine will not be installed until the delivery payment is received).
- (c) Terms of payment must be strictly complied with otherwise:-
- (i) the Seller shall have the right either to suspend all further deliveries until the default has been made good or to cancel any order so far as any Product remains to be delivered there under;
- (ii) any discount (being the difference between the price originally quoted for the Product and the price subsequently agreed to be paid) shall cease to be allowable;
- (iii) interest shall be paid by the Purchaser at 4% above Seller's bank base rate from the date when payment is due to the date of actual payment; and
- (iv) the Purchaser shall indemnify the Seller against all costs and expenses (including legal costs on a full indemnity basis) incurred or sustained by the Seller in recovering sums due or in exercising its rights pursuant to Clause 14 in each case without prejudice to any other rights or remedies available to the Seller.
- (d) Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

15. INTELLECTUAL PROPERTY RIGHTS

(a) Drawings or technical documents issued for the use or information of the Purchaser and such other information as may be supplied to the Purchaser including specifications shall not be copied reproduced or communicated to any third party without the Seller's prior written consent. (b) The Purchaser acknowledges that any and all of the trade marks, trade names, copyrights, patents, service marks, design right and registered designs and other intellectual property rights used or embodied in or in connection with the Product or any parts thereof in which the Seller has



an interest is and shall remain vested in the Seller. The Purchaser shall not at any time in any way question or dispute the ownership of any such rights.

(c) In the event that new inventions, designs or processes evolve in performance or as a result of any agreement under these terms and conditions, the Purchaser acknowledges that all intellectual property rights in the same shall belong to the Seller unless otherwise agreed in writing by the Seller.

16. LIMITATIONS ON LIABILITY

- (a) The Seller shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by customers of the Purchaser.
- (b) The Seller shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by the Purchaser to the extent so contributed.
- (c) The Seller shall have no Liability to the Purchaser if the price for the Products and/or the Services has not been paid in full by the due date for payment.
- (d) The Seller shall have no Liability to the Purchaser for defective Products and/or Services, Products not dispatched or Products damaged or lost in transit unless the event is notified to the Seller within the appropriate time limit set out in this Contract.
- (e) The Seller shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Purchaser's continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Purchaser.
- (f) The Purchaser shall where reasonable give the Seller a reasonable opportunity to remedy any matter for which the Seller is liable before the Purchaser incurs any costs and/or expenses in remedying the matter itself. If the Purchaser does not do so the Seller shall have no Liability to the Purchaser.
- (g) The Purchaser shall where reasonable produce to the Seller written evidence of any claims for which it is alleged that the Seller is liable together with written details of how the loss was caused by the Seller and the steps the Purchaser has taken to mitigate the loss before the Seller shall have any Liability for the claim by the Purchaser.
- (h) The Seller shall have no Liability to the Purchaser to the extent that the Purchaser is covered by any policy of insurance and the Purchaser shall ensure that the Purchaser's insurers waive any and all rights of subrogation they may have against the Seller.
- (i) The Seller shall have no Liability for any matters which are outside its reasonable control.
- (j) The Seller shall have no Liability to the Purchaser for any:-
- (i) consequential losses;
- (ii) loss of profits and/or damage to goodwill;
- (iii) economic and/or other similar losses;
- (iv) special damages and indirect losses; and/or
- (v) business interruption, loss of business, contracts, opportunity and/or production.
- (k) The Purchaser shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- (I) The Seller's total Liability to the Purchaser shall not exceed £1,000,000. To the extent that any Liability of the Seller to the Purchaser would be met by any insurance of the Seller then the Liability of the Seller shall be extended to the extent that such Liability is met by such insurance.
- (m) Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- (i) Liability for breach of contract;
- (ii) Liability in tort (including negligence);
- (iii) Liability for breach of statutory duty; and
- (iv) Liability for breach of Common Law.
- Except clause (I) above which shall apply once only in respect of all the said types of Liability.
- (n) Nothing in this Contract shall exclude or limit the Liability of the Seller for death or personal injury due to its negligence or any Liability which is due to the Seller's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- (o) All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- (p) Nothing in this Contract shall exclude or limit any statutory rights of the Purchaser which may not be excluded or limited due to the Purchaser acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.
- (q) The limitations in this Contract are necessary in order to allow the Seller to provide the Products and/or the Services at its current prices.
- (r) If the Purchaser requires greater protection then the Seller will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Products and/or Services.

17. FORCE MAJEURE

In addition to the other provisions in these terms and conditions relating to the Seller's liability, the Seller shall be relieved of all liabilities wherever and to the extent to which the fulfilment of its obligations is prevented frustrated or impeded by or as a consequence of fire flood act of God war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution or military or usurped power, the act of any Government, Government Department, Council or other duly constituted authority or strikes or lock-outs or other industrial action break-down or plant shortage of raw materials or any other cause whatsoever (whether or not of a like nature) beyond the Seller's control.

18. SEVERANCE AND WAIVER

- (a) The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Purchaser and no waiver of any breach shall in any way affect the validity of the whole or any part of these terms and conditions nor shall it operate as a waiver of any subsequent breach
- (b) If any part of these terms and conditions shall be ineffective for any reason the remainder thereof shall constitute the terms and conditions binding upon the parties.

19. LEGAL INTERPRETATION

- (a) Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English courts.
- (b) For the avoidance of doubt, nothing in this agreement shall exclude or restrict the Seller's liability for fraud, or death or personal injury resulting from its own negligence.
- (c) All third party rights are excluded and no third party shall have any right to enforce this Contract. This shall not apply to members of the Seller's group from time to time who shall, subject to the Seller's consent, have the right to enforce this Contract as if they were the Seller. Any



rights of a third party to enforce this Contract may be varied and/or extinguished by agreement between the parties to this Contract without the consent of any such third party.

Signed:		
Print Name:		
On Behalf Of:	Biesse Group UK Limited	
Signed:		
Print Name:		
On Behalf of:		
Date:		



biesse.com