BIESSEUK

Quote # 2000117958

18-08-2020 | Version 1

Selco WN 2

To the attention of

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Customer code: CEK0801357

Biesse Group UK Ltd

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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:

Panel saw

Selco WN 2

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

Selco WN 2

Panel saw

All images are for illustration only



QUANTITY

L5383810

Selco WN 2

Single line panel sizing centre with fast and accurate numerical control pusher with grippers and manual panel infeed on front tables of machine

This sizing centre has been designed to satisfy the need for reduced size, while at the same time giving the benefits of new ergonomic features and consolidating the traditional panel sizing parameters: cutting quality and precision measurement.

The result is a compact machine, easily accessible for the various adjustments required and capable of being managed by a single operator, excluding operations for infeed and outfeed of the material being used.

Machine base structure

The machine base comprises two elements, main base and secondary base, which are connected by two side uprights. This bridge structure can counteract the forces exerted by the pressure beam and the weight of the material to cut. The main base also acts as the support for the saw carriage, which moves on two self-centring prismatic wheels along a hardened round guideway located near to the saw (the guideway comes with 10-year BIESSE warranty).

To further guarantee perfect contact with the guideways, each prismatic wheel is combined with an opposed counterpressure wheel. The result is that any vibrations that could adversely affect the quality of the cut are eliminated.

The entire structure is balanced by two pairs of flat wheels that combine with the calibrated translation rack.

Saw carriage structure

The saw carriage is made from a strong steel structure, which supports and guides the main saw blade and the scoring saw blade.

Pneumatic raising and lowering of each blade are guided by prismatic linear guides and ball bearings.

The scoring saw blade can be adjusted horizontally, so that it is perfectly centred with respect to the main saw blade, and vertically. Adjustment is carried out even with the saw blades in motion. In this way it is possible to restrict setup times, while at the same time guaranteeing maximum safety for the operator.

The extremely fast and safe saw blade replacement is obtained by means of the Quick Change BIESSE system covered by an international patent.

Movement is transmitted by a helical-toothed rack and pinion system that grants precise movements and avoids any maintenance.

Adjustment of the saw carriage speed of advance is managed automatically by the numerical control, and manually from the control panel by means of the command provided. In alternative the operator can reduce it from the control panel using the manual override.

Side squaring device

Side alignment is carried out by an aligner which intervenes on the cut line and pushes the material against the square fence. Being integrated in the saw carriage structure, the positioning is extremely fast and precise, the pushing force is infinitely adjustable on the control board and, with OSI Plus option, it can be related to the different materials to be sized.

With this system it is possible to perfectly align even very thin and/or flexible panels, reducing cycle time.

Pressure beam

The pressure beam, which is driven by two pneumatic cylinders, guarantees strong and uniform clamping of the panels throughout the cutting cycle, including final edge trimming operations. The hold down pressure of the pressure beam is manually adjustable from the front panel.

To guarantee that the pressure beam remains parallel to the worktable, and therefore to ensure even clamping even in the case of small panels, a rack and pinion drive is provided. To adapt the action of the pressure bar both to long pieces (e.g. during rip cutting of panels) and short ones (e.g. during cross cutting of bars), the operating pressure is automatically reduced.

The part of the pressure in contact with the surface of the panels is covered with a rubber coating, to avoid damage to the material and, at the same time, to adapt to any undulation in the surface itself.

The front part of the pressure bar is fitted with an independent sector safety barrier, made of transparent material (flap), to allow the operator to view the inside of the machine while restricting access to the cutting line. The rotary movement of the flap allows the cut material to be ejected but prevents the machine operator from having to insert his hands onto the cutting line.

As a further safety device, an emergency barrier is also fitted on the presser, stopping the machining cycle when triggered.

Pusher carriage

The heavy-duty pusher carriage for the positioning of panels runs along heavily dimensioned steel guides. The drive is transmitted by two pinions meshing with racks that are likewise located on the guide beams, ensuring that the carriage always moves perfectly at right-angles to the cutting line. In EC Countries, the pusher carriage speed of advance is restricted to 25 m/min by law.

Positioning of the pusher carriage is always under direct monitoring of the machine control, which uses an optical encoder mounted on a double spring-loaded pinion which works directly on the rack to detect the position. This device avoids any kind of mechanical play and is insensitive to dust, humidity and magnetic fields.

Carriage positioning accuracy of ± 0.15 mm for the whole stroke.

The pusher is fitted with independent floating grippers, to avoid any pressure between the bottom surface of the book boards and the supporting table of the machine. The upper locking arm is covered with a layer of vulcanised rubber to prevent marking the top surface of the book boards. The surface of the grippers in contact with the panels comprises aluminium stops which can be trimmed during testing to guarantee perfect alignment with the cutting line. The grippers clamping force is manually adjustable from the front panel. It is possible to size sub-formats of any size, except for the dimensions of the remaining material held in the grippers for the cut of the last part that must be bigger than 40 mm trim included.

The position of the first gripper allows to collect a strip with a minimum width of 55 mm.

Supporting stations

The table sliding the material under the pusher carriage comprises independent idle rollers, housed inside extruded aluminium elements, to avoid any friction with delicate surfaces of panels.

The table of the machine base is covered with machined and calibrated H.P.L. (high pressure laminate) for easy sliding of material.

The front section of the machine is equipped with a squared air table coated with scratchproof material to prevent the sectioned material from being damaged.

Additional tables are available as optional, and the configuration will be defined each time according to working requirements.

Energy saving

The beam saw is equipped with a smart "green" management system. That when enabled via a control button, allows the reduction of the acceleration/deceleration ramps of both the pusher and saw carriage whenever low production is required and it is advantageous to activate the system. The beam saw also automatically assumes an idle state after a certain period of inactivity.

PC Numerical control

The basic version of the machine includes a PC with the following features:

- ✓ 21" analogue flat panel colour monitor (wide).
- Alphanumeric keyboard.
- ✓ Mouse.✓ Ethernet PCI card.
- ✓ Intel microprocessor.
- Windows operating system in one of the following languages: Italian/English/French/German/Spanish.

The use of a commercial PC to control the machine gives: maximum flexibility of use, simultaneous run of multiple functions, the ability to use different application software (optimiser, etc.), integration with the company software network, etc.

The following are the main functions of the control:

Cutting Patterns

The control can manage complex cutting patterns (comprising longitudinal cuts, transversal cuts, precuts, single or multiple cuts of levels three and four) with graphic simulation of all operations.

By running a list, it is possible to machine all the cutting patterns in that list in cascade.

✓ Manual cuts

Using the manual cuts page, it is possible to set a series of cutting operations on the numerical control with ease and send them for immediate running.

During machining of the cutting patterns, it is possible to display real time 2D graphic simulation of the panel sizing phases, indicating the sizes of cuts.

Diagnostics

In the event of a problem of any kind within the machine, or of inappropriate use of the various numerical control pages, a message is displayed on the monitor indicating the cause of the problem.

✓ Online help

It is possible to access the help page from any other page on the control. Basically speaking, the whole of the numerical control operating manual can be found on the various pages of the numerical control software itself.

Maintenance

For the main parts of the machine, the optimum number of hours between one maintenance operation and the next is indicated. A warning message is displayed each time a maintenance operation is required.

✓ Statistics

Every type of event is recorded (date and time). It is possible to process the recorded data, to obtain various types of information.

✓ Units of measurement

It is possible to work both in millimetres and in decimal inches.

Parameters

By adjusting the machine parameters, it is possible to customise functions with respect to the standard configuration, so as to meet the needs of the Client. The following are examples of some of these

- Table of saw blade carriage speeds according to the book boards size and amount of trims.
- Machining of cutting patterns according to the number and position of grippers.
- Automatic management of trims.
- Pick-up position for the adjustable pusher.

The numerical control hardware allows storage of an almost unlimited number of diagrams, lists and sequences in the resident memory.

Further optional software applications allow optimization of cutting patterns, management of machine-side label printout and more detailed processing of statistics information.

The machine requires fixing to the ground with appropriate mechanical or chemical anchors (about 150 mm depth).



The machine and its components are specifically designed for working following materials:

Coated chipboards.

✓ Coated MDF

✓ OSB-raw boards.

Raw plywood.

Raw HDF.

Selco WN 250 / 3800 x 3800

Main technical features

Maximum length of cut	3800	mm
Maximum pusher stroke	3800	mm
Maximum saw blade projection	80	mm
Maximum gripper opening	70	mm
Height of worktable	985	mm

Machine configuration with

✓ Main saw blade motor power 7.5 kW (10 HP).

✓ Scoring saw motor power 2.2 kW (3 HP).

Quick Change system for both main and scoring saw blade in front squaring area.

✓ Scoring saw blade manual adjustment.

✓ Double independent slides for blades.

✓ Main blade projection at two steps (intermediate - max)

☑ Brushless motor driving saw blade carriage - speed 1-100 m/min.

☑ Brushless motor driving pusher carriage - max speed 80 m/min*.

 \checkmark Side aligner integrated in the saw carriage structure (min. 0 mm - max. 3500 mm).

Safety guards and covers in compliance with current regulations.

✓ N. 1 Main saw blade diameter 350 mm.

✓ N. 1 Scoring saw blade diameter 200 mm (conical tooth).

N. 6 Pneumatic grippers (at 50 - 270 - 900 - 1990 - 2840 - 3690 mm).

✓ N. 1 Rectangular air table 1850 x 600 mm with square support - left hand side.

✓ N. 1 Air generator for max. 4 air tables.

✓ N. 10 Roller modules diameter 50 mm on pusher table.

N. 1 PC control unit complete with keyboard, mouse, flat panel monitor and Windows operating system.

* In EU Countries, Switzerland and Liechtenstein the rip pusher feed speed is limited to 25 m/min.

The optimal height of the book boards to be cut as well as the optimal cutting speed depend on the nature of material, on the finish required and, on the quality, and wear and tear of tools.

Dust suction

N. 1 suction hood on the squaring side upright	100	mm
N. 3 suction hoods on the pressure beam	100	mm
N. 1 suction hood on the saw blade carriage	150	mm
Necessary min. air speed at suction hoods	26	m/sec
Necessary air flow	4600	m ³ /h

The machine is equipped with a predisposition (NO contact) for synchronized starting of the saw blade with the opening of the main suction system valve (not supplied).

Power supply

The user must provide for proper connection to his own power supply, using suitable protective devices and cables of a size suited to the values indicated in the rating plate on the machine's electrical cabinet. The maximum three-phase voltage fluctuation must not exceed +/- 10% of the rated voltage.

Maximum power for basic machine 18 kW at a working voltage of 380 V/50 Hz.

☑ Connection to the main power supply in the electrical cabinet, saw blade change side.



Operational temperature

The operational temperature must be between the following values:

✓ Min. temperature: +5°C

✓ Max temperature: +35°C

In case of higher temperature, it is required an air conditioning device for the electrical cabinet (option on demand).

Pneumatic supply

The machine is equipped with a filter-regulator-lubricator unit (FRL on the electric cabinet, saw blade change side) to which the compressed air supply pipe must be fitted.

Min. working pressure	6	bar
Average air consumption for basic cycle	130	NI/min
Minimum pipe diameter	Ø12	(1/2")

L5003454

Twin Pusher 1.2 system for simultaneous execution of:

☑ Cross cutting within the head cut portion and length cutting within the main portion of the panel.

The possibility to perform multiple cutting phases at the same time increases dramatically the machine output.



Technical Data

Machine dimensions 3200 x 3200 3800 x 3200 4300 x 4400 3800 x 3800 Maximum panel length 3100 mm 3100 mm 3800 mm 4250 mm

Auxiliary pusher stroke with

880 mm respect to the main pusher

In order to achieve maximum performance in terms of productivity with the configured devices, the use of the specially developed Optiplanning cutting optimizer is recommended.

L5104448

Additional pneumatic gripper to fit on the pusher to move panels.

According to the cutting length, the max. number of grippers is as follows:

For cutting length 3200 mm: 10 grippers.

For cutting length 4500 mm: 11 grippers.

The aluminium front stops on the grippers are trimmed off when the machine is tested, to provide a reference that is perfectly parallel to the cutting axis.

L5029502

Additional roller module.

L5036309

Automatic panel measurement for manual cuts and, with OSI Plus option, on Sequences programs. Through an infrared sensor located on the saw carriage, the panel can be measured lengthwise and crosswise avoiding

manual data input. This sensor is very helpful also in the rip cuts: the board can be placed in every position of the cutting line because it will be automatically detected.

L5026234

Push button for remote control start cycle, complete with emergency stop button. It can be positioned next to the second or third air table from the square fence.



L5004421

Replacement of the main saw blade motor, available in the standard configuration, with one of 11 kW/50 Hz (14.7 HP). It includes star-delta starting.

L5036315

OSI Interface Plus Version

Compared to the Standard version, the Plus version is provided with a series of additional operations allowing the increase of the interface and machine potential:

- ☑ Order management. This allows joining several work lists in a single order.
- Navigation through tree. Thanks to a tree similar to that of Windows Resources Manager, it is possible to move within the various environments and machining programs in an extremely fast and practical way.
- ✓ Advanced simulation. Possibility to choose among different views of the machine simulation.
- Sequence mode. From the sequence page it is possible to set and execute various cut sequences; a window inside the page allows viewing how the set sequence has been structured. Furthermore, the material required to execute the sequence is shown.
- "Macro" functions for sequences. The two "macro" functions make cutting of re-usable workpieces extremely easy: the first function sets the sizes and quantity of the required pieces and the control determines the minimum panel dimensions needed, whereas the second function sets the sizes of the whole panel and the dimensions of the required piece, and the control sets automatically the cycle in order to obtain the maximum quantity.
- "Macro" functions for grooving to be carried out within the sequences. When the optional device for grooving is fitted, a series of very useful "macro" functions is available for this application.
- "Macro" function for pattern editor. This allows the increase of a maximum pre-set value for each, single cut piece, thus avoiding the execution of trim cuts and therefore reducing drastically the cycle times.
- Advanced statistics elaboration. This allows the execution of machine statistics elaborations for the operators, blades, machining operations, worklists and PLC messages. Then, the processed data may be exported into text files for subsequent processing with external software or they may be simply filed.
- Panel and drops stock. This allows the management of unlimited quantity of different materials.
- Technological parameter control system. A set of parameters may be linked to each machining operation or to each material (e.g. the cutting speed, the peripheral blade speed, if any, the max. height of the book boards, etc.). This set will then be used, with specific values, any time that machining operation is recalled or that the relevant material is machined.

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Management of unstrained cuts on the boards. Thanks to some parameters it is possible to define middle phase cuts for the execution of strips which will be later inserted again in the machine to be cut both lengthwise and crosswise.

L5105268

Replacement of the 1850 x 600 mm squared air cushion unloading table near the square fence with a rounded table of 1950 x 850 mm without front wheels.

L5006215

Rounded air cushion unloading table, size 1950 x 600 mm.

L5006218

Roller at the end of rectangular unloading table.

L5036282 1

Optiplanning software for optimization of cutting patterns - Easy version. Optimising software for cutting pattern generation for single line beam saw. It produces ideal solutions in terms of material consumption and working time, created from a given part list to be produced. Main features:

- ✓ Algorithm for small volumes.
- ✓ Algorithm for strip production.
- ☑ Basic sheet material warehouse management. Management of all sheet material data in the board
 - warehouse is included. For each type of sheet material processed, minimal trims can be set and applied for each side of the board. Updated stock control of remaining boards is not included.
- ✓ Orders management. Allows to group multiple cutting lists with different materials and to optimize them together.
- Multi-Core optimisation. Takes advantage of the latest generation multi –core processor PC technology. It automatically performs multiple optimization cycles simultaneously to find the best solution.
- A copy & paste facility from an Excel spreadsheet exists. To allow quick insertion of all the part list data directly into the optimizer avoiding any kind of manual input.
- ☑ Up to 400 different optimisation parameters exist to customise for individual solutions.
- ✓ Fully configurable frequent use parameters page.
- Patterns visualization with high definition graphic details.
- Report visualization and printing by Microsoft Office package: optimization summary, synthetic summary, pieces produced, cutting patterns, optimising parameters and cutting pattern summary (4x2 or 6x3).
- Graphic editor for the manual modifications of the cutting patterns using "drag & drop" or "cut & paste". It is possible to insert new parts, to create new patterns and to modify the cutting patterns sequence. In addition to this it allows a manual cutting pattern creation without optimising any list.
- ✓ Parts set management, to group one or more parts within the cutting pattern.
- Transmission of optimized cutting lists. It involves the management of the transmission via USB pen drive or LAN company network (at customer's expense).



L-EDIT program, to create different label layouts directly from the office for use in the machine by sending them via USB pen drive or LAN company network (at customer's expense).

✓ Fully configurable within a customer's LAN - Local Area Network (at customer's expense).

Optiplanning is compatible with Windows XP/7/10 (32 and 64 bit) and is installed in the office (dedicated hardware key).

Minimal PC requirements for a proper functioning:

- ✓ Intel® Core™ i3 Processor (or equivalent).
- \checkmark 1,00 GB free space on HD.
- ✓ CD-ROM drive.
- ✓ 1 available USB Port.
- ✓ 1024x768 Graphic Resolution.
- ✓ Windows 7.

L5036308

OS-Labelling. Text and graphic creation on the label, such as parts drawing printed on label at the machine To print, in real time, the labels of the cut pieces, by entering even different types of barcodes (39, 128, EAN8, EAN13, PDF417, DataMatrix, QRCode) and drawings of the piece ("wmf", "emf" or "bmp" formats produced by external software).

Thanks to the label, the identification of the piece production process is faster and easier.

The supplied LEdit software allows to customize the label layout. An optimizer is required.

BIESSE guarantees the functioning and the technical support only with the following Zebra printers: 2746e, TLP 2844-Z, GK420t, S4M, ZT230T3E.

The label printer and its support stand are not included.

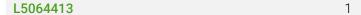
L5060418

Electronic label printer directly on the machine, with printing by thermal transfer (with ribbon) or direct thermal contact. This model when printing lifts the strip of the label from the module, by making easier the detachment of the label itself and pushes away the module from the lower side. Diagnostic messages (such as: "paper finished, tape finished, printer not connected", etc.) are displayed on the LCD display.

Technical features:

- ✓ Ability to print barcodes.
- ✓ Label width: min 25.4 mm max 104 mm.
- ✓ Label length: min 15 mm max 991 mm (non-continuous format).
- ✓ Graphic resolution: 203 dpi.
- Maximum print speed: 127 mm per second.
- Maximum label roll diameter: 127 mm.
- ✓ Maximum ribbon roll diameter: 35 mm.
- ✓ Standard memory: 4 MB Flash; 8 MB SDRAM.
- $\overline{\checkmark}$ Operating temperature: from 5 to 40°C.
- ✓ Automatic calibration.

Correct printing operation is guaranteed by using original Zebra labels and ribbons.



Label printer support on console



L2015109

Main structure handling by forklift truck.

Main structure weight 3200	2900	Kg
Main structure weight 4500	4000	Kg
Forks interaxis	900	mm
Fork passage	150x70	mm

7550042 1

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 centres.
- ✓ 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.

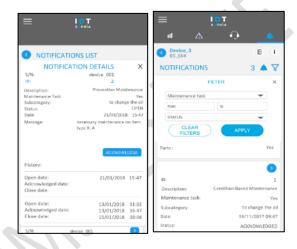


Advanced indicators: indicators specific to the type of machine, with the possibility to select the indicator of interest, the period of analysis and the level of aggregation desired (month, day, hour or half hour).





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.

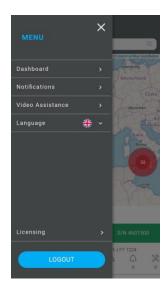


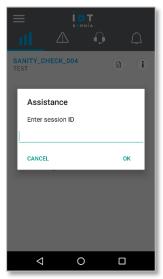
Assistance requests and machine downtime: real-time tracking of service requests and machine down events. For each event it is possible to monitor, facilitate and make the resolution process effective by attaching documents, comments, photos or videos.



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









<u>Technical Documentation</u>: 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.



Panel saw

Selco WN 2

with the configuration described above

Total price

Technical specifications

CONNECTION VOLTAGE	415
FREQUENCY	50 Hz
VOLTAGE VARIATIONS	Within ±10%
ALTITUDE	0 ÷ 1000 m

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 INVOICE ADDRESS	CUSTOMER SHIPPING ADDRESS
TUDEE DOOMO DEODOME	TI 1000 000 100 000 000 000 000 000 000 0
IONEDVITO	101115077150
NOTTINGHAM	NOTTINGLIANA
NOC HON	
O.M.C. INTERNATION	
CUSTOMER PURCHASE ORDER NUMBER	
CONTACT NA	
CONTACT TELEPHONE NUMBER	
EMAIL ADDRESS FOR CONTACT	
EMAIL ADDRESS FOR INVOICING	
(if different to above)	
N	MACHINE DETAILS
QUANTITY DESCRIPTION	CURRENCY UNIT PRICE TOTAL
	Total price of machines (VAT Excluded):
	DITIONAL OPTIONS IN THE QUOTATION e.g. Software):
QUANTITY CODE SHORT DESCRIPTION	CURRENCY UNIT PRICE TOTAL
Tota	I price of additional options (VAT Excluded):
Total	Net Price = Machine + Additional options (VAT Excluded):
	\(\tau_{-1} = 0.00\)
	VAT at 20%:
Final	VAT at 20%: Selling price of the Machine (VAT Included):

Payment terms

5	
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 3 months in advance	
80% + VAT on delivery of machine (machine will not be installed until the delivery payment is received)	
Finance company:	
Contact name & number:	

Other information

TOTAL CARE INFO						
Please select how m	Please select how many shifts will the machine be working? □ 1			1 [1 2	□3
DELIVERY DATE REQU	JIRED?					
Please state the pro	jected delivery date:					
OFFLOADING AND POSITIONING NOTES – If a small machine.						
Forklift available for use?					JΥ	□N
Customers agreement to offload and position the machine themselves with own forklift?				? [JΥ	□N
PART EXCHANGE MACHINES (if applicable)						
BRAND	MODEL	S/N	WEIGHT	DIMEN	ISIONS	
OTHER COMMENTS / SPECIAL REQUESTS?						

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 8YZ:

"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 for their accuracy.
- (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.

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.
- (i) 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:		



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