

MP L BAR SEALER & SHRINK TUNNEL COMBO SYSTEM



DAMARK
SHRINK PACKAGING SYSTEMS

QUOTE

DESCRIPTION	
<p>Sealer/Tunnel</p>	<p>The MP System is available in three configurations: MP-1, MP-2 and MP-3.</p> <p><u>MP-1:</u> A table-top version that features; manual seal bar hold down, variable speed Teflon mesh belt conveyor, digitally controlled heat and top and side heat vents.</p> <p><u>MP-2:</u> A console unit with legs, standard features includes; electromagnetic seal jaw hold down, variable speed Teflon mesh belt conveyor, film perforator roller for vent holes, electronic temperature control on shrink tunnel, and top, side and bottom heat vents.</p> <p><u>MP-3:</u> This system adds a variable speed L-sealer package discharge conveyor to the MP-2's standard features.</p>
SPECIFICATIONS	
<p>Electrical</p>	<p>MP-1: 220V / 1PH / 15A</p> <p>MP-2/MP-3: 220V / 1PH / 16A</p>
<p>Machine Direction</p>	<p>Standard Infeed Is Right to Left.</p>
<p>Machine Size</p>	<p>79" long X 22" wide x 30" high</p>
<p>Maximum Film Width</p>	<p>18" Maximum</p>
<p>Sealing Area</p>	<p>14" x 18"</p>
<p>Shipping Sizes</p>	<p>86" long x 34" wide x 34" high (MP-1: 400 lbs, MP-2/MP-3: 500 lbs)</p>
<p>Shrink Tunnel Chamber</p>	<p>24" long x 16" wide x 9" high</p>
<p>Temperature Controller</p>	<p>Digital temperature controller</p>

MACHINE PRICING

The following models are assembled in these standard configurations for ease of ordering. They incorporate the features as listed in the Description section above.

<u>MP-1</u>	\$5,906.00
<u>MP-2</u>	\$6,375.00
<u>MP-3</u>	\$7,750.00

OPTIONS

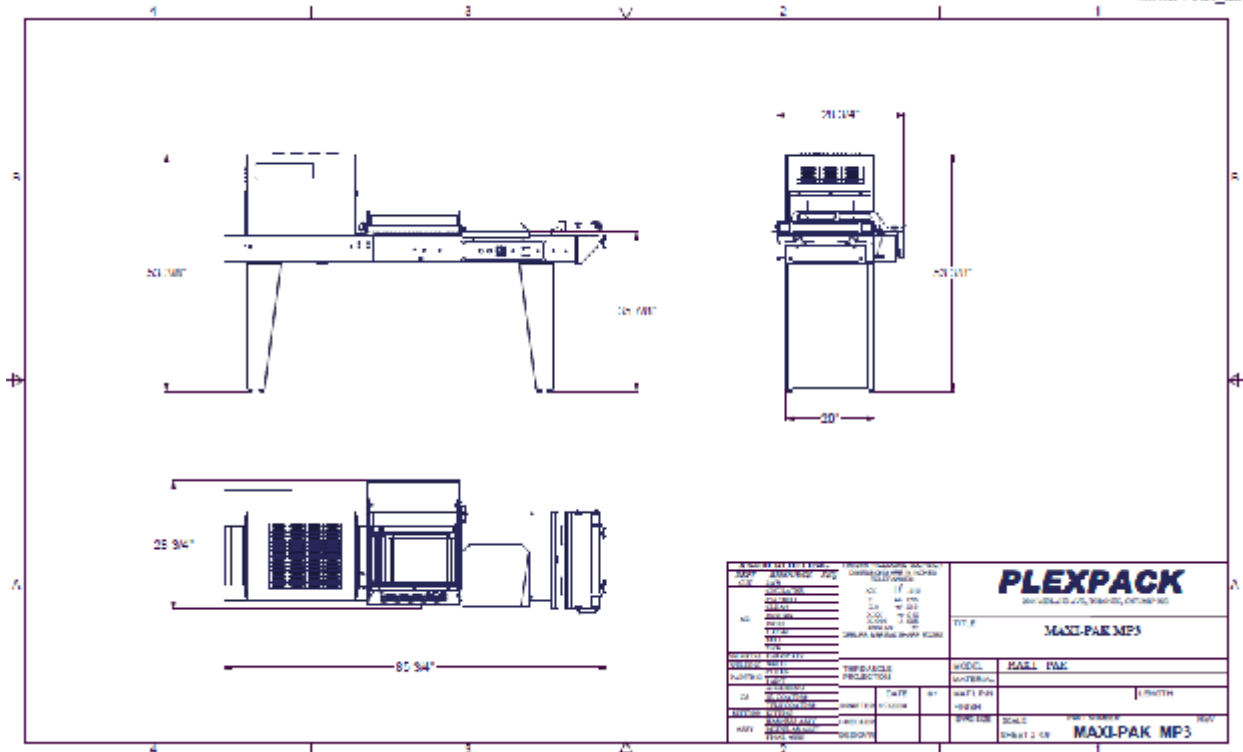
Casters	\$250.00
Film Clamps	\$262.50
Stainless Steel Legs*	\$1181.25
Gravity Discharge Conveyor (On Conveyor Exit)*	\$975.00
Hot Knife Seal Head* (Required for Polyethylene Film)	\$1050.00
3 Day All-Inclusive Start Up (US & Canada Only)	\$5,125.00
Spare Parts Kit	\$343.75

Note: We strive to keep these machines in stock, however options marked with "*" are not stock items so contact the plant for accurate delivery.

DAMARK SHRINK PACKAGING SYSTEMS

QUOTE

MAXI-PAK_MP3



TERMS	Note: Damark Shrink Packaging Systems is a brand of PLEXPACK Corp. All purchase orders should be addressed to PLEXPACK Corp.
Delivery	<p>Delivery is generally 1-4 weeks, with Plexpack confirmation, once a full down payment and purchase order are received.</p> <p><i>Note: For machines that are modified from our stock line, delivery date is contingent upon our supplier's delivery. Custom options will add 2-3 weeks to standard delivery time.</i></p>
Prices	F.O.B. our plant located in Toronto, Ontario, Canada.
Shipping Insurance	Not included. Plexpack will quote upon request. Consult your local carrier for accurate insurance rates and policy. Machinery shipped without insurance should be carefully inspected before being singed for. If damage does occur during shipping, it must be noted when received from the carrier, if not, no claim can be made.
Terms of Payment	<p>Within North America: If pre-approved for credit, net 30 days. If not pre-approved, 100% prior to shipping.</p> <p>Outside North America: 100% prior to shipping.</p>
Warranty	All PLEXPACK products are warranted against defects in materials and workmanship. The warranty covers all parts for a period of twelve months from the date of shipment from the factory. Defective parts will be replaced at no charge FOB factory. Some exclusions apply; see warranty for details.
Start-Up (Optional)	An optional 3 day all inclusive start up is available for \$5,125. Additional Set-up, testing, and training may be supplied by PLEXPACK. Please consult with your sales representative regarding your installation. Service technicians are billed at a cost of \$120.00 / hr. for labor time and \$120.000 / hr. for travel time. Overtime, if requested by the customer, is billed at \$188.00 / hr. after a 10 hr. day. All traveling expenses are charged at cost (airfare, hotel, car rental, meals, etc.). In the event that an Emplex company vehicle is required, a mileage charge of \$0.55 per kilometer will be billed.

PLEXPACK Terms and Conditions of Sale

1. **ACCEPTANCE.** This Proposal ("Proposal"), consisting of all of the contents of Section A ("Quotation") and Section B ("Terms and Conditions"), furnished by PLEXPACK is not binding upon PLEXPACK until (i) actual receipt by PLEXPACK of Buyer's written purchase order ("Purchase Order") adopting the Proposal and all of the terms and conditions stated herein, without qualification, within 30 days after the date hereof, and (ii) PLEXPACK's written acceptance of such Purchase Order at its main office in Toronto, Ontario, Canada. A Proposal is valid only for 30 days from date thereof.

2. **AGREEMENT.** The Proposal and Buyer's Purchase Order constitute the final, complete and exclusive expression of the parties' agreement

("Agreement"). Any provisions of Buyer's Purchase Order which are in addition to, inconsistent with or contrary to the Quotation shall be deemed to be of no effect unless PLEXPACK acknowledges or accepts Buyer's Purchase Order and the additional, inconsistent or contrary provisions or terms are specifically accepted by a written instrument signed by one of PLEXPACK's officers referring to such modifications specifically. Under no circumstances will PLEXPACK recognize any provisions or terms of Buyer's Purchase Order which are in addition to, inconsistent with or contrary to the Terms and Conditions; the Terms and Conditions may only be modified by a separate written instrument signed by PLEXPACK's Chief Executive Officer. If terms of payment are set forth in the Quotation (Section A), then those terms shall control over Section 4, below, of these Terms and Conditions.

3. **CANCELLATION.** After acceptance by PLEXPACK, Purchase Orders shall not be subject to cancellation by Buyer except with PLEXPACK's express written consent and upon terms that will indemnify PLEXPACK against all direct, incidental and consequential losses or damage. PLEXPACK may withhold its consent to a termination or cancellation for any reason.

4. **TERMS OF PAYMENT.** Fifty percent (50%) of the total sales price is due with Buyer's Purchase Order as a non-refundable deposit; ninety percent (90%) of the total sales price is due after customer's machine acceptance, the method of which may be physically at Plexpack's facility, via video conference, teleconference or other agreed to method, but always prior to shipment. The balance is due net 30 days after shipment. Unless otherwise specified by PLEXPACK, all prices are F.O.B. PLEXPACK's factory or warehouse from which shipment is made. If the buyer delays acceptance or shipment for a period of more than 30 days after they have been informed of the machine's construction completion, the entire amount shall be due immediately.

5. **LATE CHARGES.** Invoices unpaid and past due will be subject to a service charge on the unpaid balance an interest rate equal to the lesser of 18% per annum or the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by PLEXPACK in collection, including reasonable attorney's fees. Title to equipment and/or products sold hereunder ("Products") shall remain with PLEXPACK until the total sales price has been paid in full by Buyer.
6. **TAXES.** Any tax imposed on the sale of Products shall be added to the amount to be paid by Buyer, provided, however, if PLEXPACK does not collect any such taxes and is later asked by or required to pay such to any taxing authority, Buyer will make such payment to PLEXPACK or, if requested by PLEXPACK, directly to such taxing authority. At PLEXPACK's option, prices may be adjusted to reflect any increase in the costs to PLEXPACK resulting from state, federal or local legislation, or any change in the rate, charge or classification of any carrier. A properly executed tax exemption certificate is required if purchases are to be used in an exempt manner or bought for resale. If no certificate is received with your order, PLEXPACK is obligated to charge tax at the applicable rate. Please fax a copy of the certificate to PLEXPACK at (4162918085) or mail it to PLEXPACK, attn: Accounting Dept.
7. **DELIVERY DATES; CONTINGENCIES.** All delivery dates are approximate and PLEXPACK shall not be responsible for any damage of any kind resulting from any delay. PLEXPACK shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God; war; force of arms; fire; flood; the elements; riot; labour disputes; picketing or other labour controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labour, material or equipment used in the manufacture of the Products; failure of any party to perform any contract with PLEXPACK relative to the production of the Products; or from any cause whatsoever beyond PLEXPACK's control, whether or not such cause is similar or dissimilar to those enumerated.
8. **CLAIMS; INSPECTION.** Claims for loss or damage to any Products must be submitted with a copy of the inspection report of the delivering carrier. Buyer shall promptly inspect all Products upon delivery. No claims against PLEXPACK (including claims for shortages) will be allowed unless asserted in writing within 5 working days after delivery or, in the case of an alleged breach of warranty, within the warranty period described in Section 9 hereof.
9. **WARRANTY.** PLEXPACK warrants the Products of its manufacture to be free from defects in material or workmanship for a period of one year from the date of shipment from

DAMARK**SHRINK PACKAGING SYSTEMS****QUOTE**

PLEXPACK's factory, when given normal and proper usage, and while owned by the original buyer, provided the Products have been operated in accordance with generally approved practice and in accordance with PLEXPACK's instructions and, further, that no repairs, alterations, or replacements have been made by others without PLEXPACK's prior written approval. The use of genuine PLEXPACK repair components is required to maintain the warranty. PLEXPACK's liability under such warranty or in connection with any other claim relating to the Products shall be limited to the repair or, at PLEXPACK's option, the replacement of any Products, parts or components thereof which are returned to PLEXPACK freight prepaid and which are defective in material or workmanship. The Buyer shall notify PLEXPACK immediately of any defective parts and PLEXPACK shall thereupon correct the defect or defects. If such correction requires the replacement of a defective part or parts, PLEXPACK will supply same F.O.B. its factory. Damage caused during transport is the responsibility of the carrier and is not covered under this warranty. All damages detected upon receipt of equipment should be reported immediately to the carrier and PLEXPACK should be notified. PLEXPACK shall in no event be held liable for any direct, indirect, incidental or consequential damage, losses, expenses or delay caused by defective parts and will not accept any charges for work performed by Buyer in making adjustments or repairs to the Products unless such work has been authorized in writing by PLEXPACK. Except as stated herein, PLEXPACK makes no other warranty, expressed or implied, nor does it assume or authorize anyone else to assume for it, any other obligation relating to our products or any products. Any Product or component not of PLEXPACK's own manufacture is not covered by this warranty and is sold to Buyer only with such warranty, if any, as is provided by such manufacturer, to the extent PLEXPACK and its assigns are able or entitled to enforce such warranty; but such items are not warranted by PLEXPACK in any way. When components are sold to be assembled in combination of Buyer's design, this warranty is limited to each separate component and not upon any combination as such. EXCEPT AS EXPRESSLY STATED ABOVE, PLEXPACK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ANY PARTS OR LABOUR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS. PLEXPACK factory trained, qualified technical services personnel are available for start-up and instructional assistance. If the Buyer does not utilize PLEXPACK personnel for this function, PLEXPACK is only liable for replacement of defective parts, not for labour or expenses necessary to adjust any problems during the start-up period. PLEXPACK personnel are available for PLEXPACK equipment training, either on-site/hands-on or in a classroom environment, supported by visual aids and literature, to be contracted for by a separate purchase order.

10. **RISK OF LOSS.** Regardless of the manner of shipment and regardless of when title to the Products passes, risk of loss or damage to the Products shall pass to Buyer upon tender to the carrier at the factory or warehouse of PLEXPACK, except in those instances in which delivery is made by PLEXPACK's vehicles, in which case risk of loss shall pass upon tender to Buyer at its place of business. No deferment of shipment at Buyer's request beyond the dates indicated in the Quotation will be made except on terms that will indemnify PLEXPACK against all loss and additional expense, including, but not limited to, demurrage, handling, storage and insurance charges.

11. **PROPRIETARY RIGHTS.** Buyer agrees it will not copy, nor permit anyone else to copy, any Products or parts thereof, or any pattern, plan, drawing, specification, instruction or depiction thereof, without written approval of PLEXPACK, and that it will not knowingly, directly or indirectly, violate or infringe upon or contest the validity of any patent, license or other right of PLEXPACK pertaining to any of said products. Where any product is manufactured from patterns, plans, drawings or specifications furnished by Buyer, Buyer shall indemnify PLEXPACK against and save PLEXPACK harmless from all loss, damage and expense arising out of any suit or claim against PLEXPACK for infringement of any patent, trademark, copyright or other right because of PLEXPACK's manufacture of such Product or because of the use or sale of such product by any person. The terms of any PLEXPACK Software License Agreement submitted to Buyer with the products and are incorporated herein by reference.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL PLEXPACK BE LIABLE TO BUYER FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF GOODWILL) ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT PLEXPACK's WRITTEN CONSENT, EVEN THOUGH PLEXPACK HAS BEEN NEGLIGENT, AND BUYER INDEMNIFIES AND HOLDS PLEXPACK HARMLESS FROM ANY AND ALL SUCH CLAIMS OF DAMAGE BY BUYER OR OTHERS. IN NO EVENT SHALL PLEXPACK's LIABILITY UNDER ANY CLAIM MADE BY BUYER UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED.

13. **LIMITATIONS.** Any suit or other action based upon breach of this Agreement or upon any other claim arising out of this sale (other than an action by PLEXPACK for any amount due to PLEXPACK by Buyer) must be commenced within one year from the date of tender of delivery by PLEXPACK, or in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the Warranty Period in which the defect is or should have been discovered by Buyer.

14. **GOVERNING LAW.** This Agreement and the sale of all Products shall be governed by and construed in accordance with the laws of the Province of Ontario. Whenever there is a conflict of laws, the laws of Ontario shall prevail. Any claim arising out of or in any way related to this Agreement shall be instituted and adjudicated in Ontario Courts. The parties consent to and agree not to contest the personal jurisdiction of and venue in such courts, acknowledge that these forums are convenient and waive their rights to demand a jury trial.

Warranty

PLEXPACK warrants the Products of its manufacture to be free from defects in material or workmanship for a period of one year from date of shipment from PLEXPACK's factory, provided that:

1. Such equipment is given normal and proper usage.
2. It is still owned by the original buyer.
3. The Products have been operated in accordance with generally approved practice and in accordance with PLEXPACK's specifications and instructions.
4. No repairs, alterations, or replacements have been made by others without PLEXPACK's prior written approval.
5. Genuine PLEXPACK repair components are used during the warranty period.

PLEXPACK's liability under this warranty or in connection with any other claim relating to the Products shall be limited to the repair or, at PLEXPACK's option, the replacement of any Products, parts or components thereof which are returned to PLEXPACK freight prepaid and which are defective in material or workmanship.

The Buyer shall notify PLEXPACK immediately of any defective parts and PLEXPACK shall thereupon correct the defect or defects. If such correction requires the replacement of a defective part or parts, PLEXPACK will supply same F.O.B. its factory.

If warranty parts are required, PLEXPACK will, at its discretion, repair or replace any parts with a charge to a valid purchase order number. Defective parts, with a valid Return Material Authorization number obtained from PLEXPACK's service department, must be returned to PLEXPACK within thirty (30) days of warranty part shipment, freight prepaid, to receive a credit to this purchase order number. Failure to do so will result in zero credit being applied to the original P.O. or may void this warranty. All returned parts are subject to factory inspection. PLEXPACK reserves the right to determine the cause of failure and the subsequent inclusion of the replacement part under this warranty. Defective parts that have been disassembled or damaged during removal or otherwise tampered with will not be covered under this warranty.

DAMARK

SHRINK PACKAGING SYSTEMS

QUOTE

Damage caused during transport is the responsibility of the carrier and is not covered under this warranty. All damages detected upon receipt of equipment should be reported immediately to the carrier and PLEXPACK should be notified.

PLEXPACK shall in no event be held liable for any direct, indirect, incidental or consequential damage, losses, expenses or delay caused by defective parts and will not accept any charges for work performed by Buyer in making adjustments or repairs to the Products unless such work has been authorized in writing by PLEXPACK. Except as stated herein, PLEXPACK makes no other warranty, expressed or implied, nor does it assume or authorize anyone else to assume for it, any other obligation relating to our products or any products. Any Product or component not of PLEXPACK's own manufacture is not covered by this warranty and is sold to Buyer only with such warranty, if any, as is provided by such manufacturer, to the extent PLEXPACK and its assigns are able or entitled to enforce such warranty. Such items are not warranted by PLEXPACK in any way.

When components are sold to be assembled in combination of Buyer's design, the warranty shall be limited to each separate component and shall not apply to any combinations or components.

EXCEPT AS EXPRESSLY STATED ABOVE, PLEXPACK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ANY PARTS OR LABOUR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

PLEXPACK factory trained, qualified technical services personnel are available for start-up and instructional assistance. If the customer does not utilize PLEXPACK personnel for this function, PLEXPACK is only liable for replacement of defective parts, not for labour or expenses necessary to adjust any problems during the start-up period.

PLEXPACK personnel are available for PLEXPACK equipment training, either on-site/hands on or in classroom environment, supported by visual aids and literature, to be contracted for by a separate purchase order.