



2015 SERVICE REQUEST FORM

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|-------------------------|-------|--------------------------|-------|
| REQUESTED BY: | _____ | PURCHASE ORDER #: | _____ |
| COMPANY NAME: | _____ | ONSITE CONTACT: | _____ |
| BILLING ADDRESS: | _____ | ONSITE NAME: | _____ |
| | _____ | ONSITE ADDRESS: | _____ |
| | _____ | | _____ |
| STREET ADDRESS: | _____ | ONSITE PHONE: | _____ |
| | _____ | DATE: | _____ |
| PHONE: | _____ | DATE REQUESTED: | _____ |
| FAX: | _____ | E-MAIL: | _____ |

TYPE OF SERVICE: TROUBLESHOOT START-UP TRAINING

EQUIPMENT TYPE / APPLICATION INFORMATION:

DESCRIPTION OF SERVICE REQUESTED:

I HEREBY REQUEST AND AUTHORIZE QUAD PLUS TO SCHEDULE A SERVICE CALL AS DESCRIBED ABOVE.

I UNDERSTAND THE ABOVE-DESCRIBED SERVICES WILL BE BILLABLE TO ME ACCORDING TO THE QUAD PLUS. SERVICE RATE SCHEDULE DATED JANUARY 1, 2015.

CUSTOMER SIGNATURE: X _____ **DATE: X** _____

Please return by fax to the Service Department at (815) 724-2374

Thank you for your interest in Quad Plus field service. Our work ranges from initial commissioning to emergency downtime service. We also offer contract maintenance programs, field value-engineering assistance, and on-site training programs. Our field representatives are experienced, competent, professional, and above all, well aware of the problems you face as downtime and the resulting expense exponentially grow. Our high standards are reflected by our being authorized field service representatives for several world class drive producers.

Minimum Charge

1. A minimum billing charge of four hours will be made for services performed in 1-4 hours; a minimum billing charge of eight hours will be made for services performed in 5-8 hours.
2. Travel time will include leaving and returning to his headquarters.

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|----------------------------|--|---------------------------|
| Consulting Engineer | <i>Consulting Services, Engineering Studies, Machine/System Optimization</i> | Quote upon request |
| Engineered Service | <i>Multi-section: engineering, commissioning, troubleshooting Level 2 and 3 troubleshooting</i> | \$155 / hour |
| Travel | <i>Travel time will be billable from point to point, including travel Delays not within the control of Quad Plus personnel. Mileage will be billed at \$.85 per mile.</i> | \$125 / hour |
| Expenses | All Travel and Living Expenses will be billed. | Cost plus 15%. |
| Overtime | Premiums are applied to the above rates for all overtime work (Exceeding 8 hours Mon-Fri) and all day Saturday. Service between 5:00 p.m. and 7:00 a.m. is also considered overtime. | Rate x 1.5 |
| | Sundays and Holidays | Rate x 2 |

TERMS AND CONDITIONS

1. ACCEPTANCE

Unless otherwise stated, all quotations are made for immediate acceptance. All quotations and proposals covering Seller's products are made and all contracts or purchase orders for said products are accepted under the strict limitation that the terms and conditions set forth herein shall be applicable thereto. Any provisions on BUYER's purchase order or other documents issued by BUYER which are at variance with or in addition to these terms and conditions are rejected hereby.

2. PRICES

Prices are net and not subject to trade or other discounts except those which may be authorized on the face of Seller's invoice, and do not include any federal, state, county, local or other taxes, however designated, or costs of special packaging and insurance. Said charges, when applicable, shall be paid by BUYER. However BUYER may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

Prices are subject to equitable adjustment at any time before delivery if necessitated by economic factors beyond Seller's reasonable control, including but not limited to factors such as supplier price increases and government actions.

3. PAYMENTS

Payment for products and all other charges shall be made in full within thirty (30) days of the date of invoice, unless otherwise specified. If, in the judgment of Seller, the financial condition of the BUYER at any time does not justify shipment on the terms of payment originally specified, Seller may require full or partial payment in advance or may ship C.O.D. In the event of the bankruptcy or insolvency of the BUYER, whether or not under the Federal bankruptcy laws, the Seller may, at its option, refuse delivery except for cash (including payment for all goods thereto delivered), stop delivery of goods in transit, reclaim the goods upon demand, or cancel or resell any order then outstanding and be entitled to reimbursement for all cancellation or resale charges.

The invoiced amount shall not be subject to set-offs for any claims by BUYER against Seller, including any claims for products returned by BUYER for repair or correction of defects. Seller reserves the right to make delivery in installments which shall be separately invoiced and paid for when due without regard to subsequent deliveries. If the invoiced amount or any part thereof is not paid by BUYER when due, Seller reserves the right to assess interest charges at eighteen percent (18%) per annum on such amounts from the date due until paid, and BUYER agrees to pay such interest charges. If shipments are delayed by BUYER, payments shall become due on the date Seller is prepared to make shipment. Products held for BUYER shall be at the expense of BUYER.

4. FAIR LABOR STANDARDS ACT

Seller certifies that products furnished hereunder have been or will be produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under.

5. WARRANTY

Seller warrants that on the date of shipment to BUYER the goods will be of the kind and quality described herein, merchantable, and free of defects in workmanship and material. If, within one year from date of: (i) initial energization, (ii) Completion of work, (iii) BUYER acceptance, or (iv) Beneficial use, whichever occurs first, but not more than eighteen months from date of shipment by Seller, of any item of the goods, BUYER discovers that such item was not as warranted above and promptly notifies company in writing thereof, Seller shall remedy such defects by, at Seller's option, adjustment, repair or replacement of the item and any affected part of the goods. BUYER shall assume all responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedy. The same obligations and conditions shall extend to replacement items furnished by Seller hereunder. Seller shall have the right of disposal of items replaced by it. BUYER shall grant Seller access to the goods at all reasonable times in order for Seller to determine any defect in the goods. In the event that adjustment, repair or replacement does not remedy the defect, the Seller and BUYER shall negotiate in good faith an equitable adjustment in the contract price.

The Seller's responsibility does not extend to any item of the goods which has not been manufactured and sold by Seller such items shall be covered only by the express warranty, if any, of the manufacturer thereof. The Seller and its suppliers shall also have no responsibility if the goods have been improperly stored, handled or installed, if the goods have not been operated or maintained according to their ratings or according to instruction in Seller or supplier furnished manuals, or if unauthorized repairs or modifications have been made to the goods.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AND CONSTITUTES THE ONLY WARRANTY OF SELLER, WITH RESPECT TO THE GOODS.

The foregoing states BUYER's exclusive remedy against Seller and its suppliers for any defect in the goods or for failure of the goods to be as warranted, whether BUYER's remedy is based on contract, warranty, failure of such remedy to achieve its essential purpose, tort (including negligence), strict liability, indemnity or any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause.

6. DELAYS AND SCHEDULES

If SELLER's performance is delayed or prevented by BUYER or other events outside of SELLER's reasonable control (such as acts of God, casualty, labor disturbance, strikes, riots, civil disturbance, inability to obtain supplies or transportation, explosion, flood, fire, power failure, embargos, boycotts, governmental or military action, war, terrorism, delays in the delivery of essential operating materials or semifinished products or any order modification by BUYER) then BUYER agrees to reimburse SELLER for the additional costs incurred by SELLER incident to such delay including, without limitation, the cost of labor escalations. (a) Schedule deadlines shall apply only on condition that all details of the order have been finalized and agreed upon by the contract start date. In particular, that all necessary documents and approvals to be obtained by the BUYER have been procured in time and that, if applicable, any amount agreed as down payment has been received by SELLER per the agreed upon payment schedule. In addition to the above, if applicable, all required auxiliary personnel to be supplied by the BUYER are made available by the order start date.

(b) If the non-compliance with the schedule deadlines is due to events as defined in Section 2, or BUYER-caused delays, the schedule deadlines will be postponed for the duration of the delay and extended proportionally plus a reasonable start-up time without liability to SELLER. Should the fulfillment of SELLER's obligations become impossible due to a force majeure event, SELLER may terminate the Agreement giving four (4) weeks notice to BUYER, without liability to SELLER.

7. **DUTIES OF THE BUYER:** Where applicable, the BUYER shall make available the relevant systems specified in its service request to SELLER by the agreed dates for the duration of the Work. In the event that the systems are not provided for service work in due time, SELLER may invoice the BUYER for any costs incurred as a result (e.g. for waiting periods and travel expenses of the service personnel).

(a) The BUYER shall provide SELLER with information on the systems or site, as applicable, and make the associated documents available to SELLER (instructions, manuals, etc.).

(b) The BUYER shall be obligated to document all malfunctions, error messages, defects, damages and system changes known to it and inform SELLER accordingly.

(c) Where applicable, the BUYER shall keep a system log. All malfunctions (dates, causes, downtimes), special findings, any technical changes implemented (where applicable) etc. shall be entered into this log. SELLER shall be entitled to inspect this system log as well as other logs of the system printer and console, at any time, in order to facilitate troubleshooting of the system.

(d) The BUYER shall provide SELLER's service personnel with detailed information as to the BUYER's safety and site regulations applicable at the BUYER's site as well as about any health risks, where applicable. If available, the BUYER shall provide its written site regulations to SELLER's service personnel. If health risks are to be expected, the BUYER shall advise SELLER of these in writing. In the event that this information requires a substantial amount of time to review, SELLER shall have the option of requesting additional remuneration on the basis of time and expenditure, based on SELLER's current rates.

(e) The BUYER shall be responsible for the disposal of replaced lubricants and parts.

(f) The BUYER shall appoint a contact in charge, who has the authority to make or procure binding decisions on behalf of the BUYER. The BUYER shall immediately inform SELLER in the case of a corporate name change, conversion, discontinuation of business, change of address, change to contact in charge,

8 LIABILITY

Seller shall not be liable for any incidental, special or consequential damages of any nature whatsoever, or for any delay or loss of use (including, without limitation, lost revenues or lost profits) arising out of, resulting from, or in any way related to the sale of any products by Seller.

9 PROPRIETARY INFORMATION

BUYER agrees that any data, such as Seller's specifications, drawings, software and information (including, without limitation, designs, reports, software documentation, manuals, models, process information and the like), revealed by Seller to BUYER and containing proprietary information marked or identified as proprietary, shall be kept in confidence by BUYER with at least the same care and safeguards as are applied to BUYER's own proprietary information. Such data shall not be duplicated, disclosed to others, or used without the written permission of Seller. These obligations shall not apply to any information which is in or comes into the public domain without violation of this agreement, or is received lawfully by BUYER from a third party subsequent to this agreement; or is developed by BUYER independently and without benefit or information received from Seller.

The restrictions and obligations relating to Seller's proprietary information shall expire seven (7) years after the execution of the contract incorporating these terms and conditions, unless otherwise agreed to in writing.

10 ACKAGING AND SHIPMENT

Shipping charges will be paid by BUYER. In the absence of specific instructions, Seller will select the carrier. When applicable, BUYER shall obtain ocean freight space and marine insurance.

11 DELIVERY AND RISK OF LOSS

Unless otherwise provided for in advance, all shipments will be made F.O.B. Seller's Factory, and upon Seller's delivery of a shipment to the carrier, BUYER shall assume the risk of any loss or damage to the shipment thereafter. However, all C.O. D. shipment will be made F.O.B. destination, and title and risk of loss shall remain in Seller until delivery to BUYER.

12 VERNING LAW

The terms and conditions stated herein shall be governed by and construed in accordance with the laws of the State of Illinois.

13 COMPLETE AGREEMENT

The contract incorporating the terms and conditions set forth herein is a complete, final and exclusive statement of the agreement between BUYER and Seller. Any prior or contemporaneous agreements, understandings and representations, whether oral or written, are merged therein. The terms and conditions stated herein shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to said contract shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

14 WAIVER

Seller's election not to enforce any provisions hereof shall not be deemed a waiver of any such provision and Seller reserves the right to enforce said provisions thereafter. Waiver by Seller of a breach of any of these terms and conditions shall not be construed as a waiver of any other breach.