

POSSIBLE ORIGINAL **SALE QUOTES**

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ADVANCEAPEX COMPANIES

Headquarters
2375 Harrisburg Pike
Grove City, OH 43123
ISO 9001:2015
Certified

Purchase Order Sprint32 8-2

Date 10/5/2017
Terms See Below

F.O.B. Advance Apex, Inc.
Ship Via Vendor

*Please reference purchase order number with all shipments.

To: **DMG MORI Cincinnati**
9415 Meridian Way
West Chester, OH 45069

Attn: Dean Spangler
Phone: (513) 808-4842
Fax: (513) 860-3065

Bill To: Advance Apex, Inc.
2375 Harrisburg Pike
Grove City, OH 43123

Ship To: Advance CNC Machining
2375 Harrisburg Pike
Grove City, Ohio 43123

PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO ALL INSTRUCTIONS & CONDITIONS AS SHOWN BELOW:

Qty	Unit	Rev	Part Number - Description	Price Each	Total
1			Sprint 32-8 Serial #8107000109B, IEMKA bar feeder, ATS Mistblaster, and FP transformer as per DMG quote #51701633401. Price includes freight and installation. Payment Terms: 30% down payment, net 70% 60 days upon installation. Final payment contingent upon issuance of DMU50 service items credit memo.	\$245,000.00	\$245,000.00

DATE THIS ORDER IS DUE IN HOUSE

12/21/17

PLEASE CONFIRM RECEIPT OF THIS ORDER.

Total: \$245,000.00

Jeremy Hamilton

Direct Phone: (614) 539-3000

Direct Fax: (614) 539-3001

Email: Jeremy@AdvanceCNC.com

DMG MORI

DMG MORI Cincinnati

Dean Spangler
9415 Meridian Way
West Chester OH 45069
Phone:+1-513-808-4842
Fax:+1-513-860-3065
URL: <http://www.dmgmori.com>

Advance CNC Machining
2375 Harrisburg Pike
Grove City, OH 43123

Att. Kyle Dunaway

10/5/2017

Quotation No. 51701633401

Dear Kyle,

We refer to your recent discussion with us concerning your interest in our products.
Further to this discussion, we now take pleasure in providing a quotation for the following machine:

Product Description : SPRINT 32|8 Please refer to the following pages
Serial Number : 8107000109B
Terms & Conditions : 30% down payment, net 70% 15 days upon shipment
Delivery : TBD
Valid to : 10/18/2017
Notes :

- Contact DMG MORI representative when you use oil-soluble coolant.
- Prices and specifications are subject to change without notice.
- Delivery of this product is subject to the authorization of the government.
- Prices are based on the YEN to USD exchange rate. Fluctuation may require adjustment.
- Orders that are cancelled within one week of the date of the purchase order are subject to a cancellation fee equal to 10% of the Purchase order price.
- Orders cancelled more than one week after the date of the purchase order and more than 90 days before the planned shipment date from the factory are subject to a cancellation fee of 30 % of the purchase order price.
- Orders cancelled from 90 to 61 days before the planned shipment date from the factory are subject to a cancellation fee of 50% of the purchase order price.
- Orders cancelled from 60 to 31 days before the planned shipment date from the factory are subject to a cancellation fee of 75% of the purchase order price.
- Any order cancelled within 30 days of planned shipment date from the factory will be subject to a cancellation fee equal to 100% of the purchase order price.

We trust this information meets with your requirements but should you have any queries regarding this quotation, or any other questions, then please contact us.

Yours Sincerely,

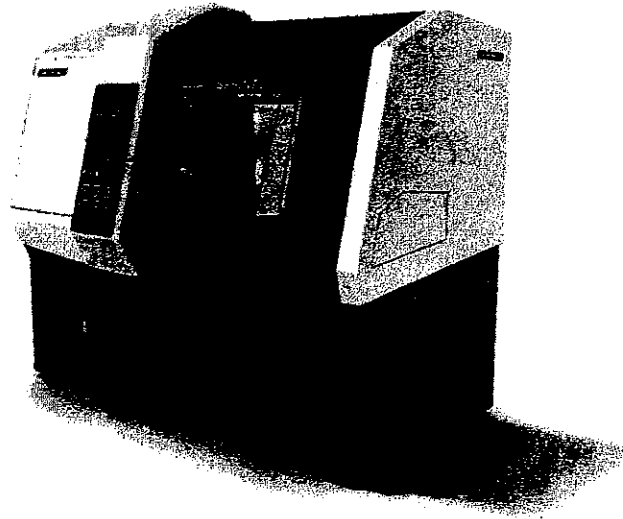
Dean Spangler

Area Sales Manager

DMG MORI Cincinnati

Quotation

SPRINT 32|8



Highlights

- CNC Fanuc 32i
- 6 linear axis
- 2 programmable channels
- 2 electrical spindles
- Standard "C" axis on the mainspindle and counterspindle
- 28 tool positions
- 4 live tools for slide 1
- 4 live tools for slide 2
- Possibility of 4-axes machining on the main spindle
- Optional swiss kit available

Investment summary

	Basic machine			
I-A1031	SPRINT 32 8	1	199,900.00	USD
	Control			
I-A7056	Fanuc 32i SPRINT 32 5 and SPRINT 32 8	1	0.00	USD
	Options			
I-B1101	Counter spindle collet cleaning	1	1,720.00	USD
I-C1045	Changing kit from steady to sliding headstock	1	6,630.00	USD
I-F1151	Additional charge for belt type chip conveyor	1	6,070.00	USD
I-B1256	Kit for machining with soluble water coolant	1	2,460.00	USD
	Various options			
I-Z0246	4 colors DMG patrol light	1	1,010.00	USD
I-Z0230	Frequency 60 Hz	1	0.00	USD
I-Z0250	El. and Software Interface for Cooling syst.	1	2,220.00	USD
I-Z0261	Electr. and Software interface for mist collector	1	550.00	USD
	Special constructions			
SK001	DMQP: ATS Mistblaster- Mistbuster 850	1	5,890.00	USD
SK002	DMQP: IEMCA Barfeeder loader	1	26,490.00	USD
SK004	DMG MORI Training on the machine - included	1	0.00	USD
SK005	DMQP IEMCA Installation	1	3,100.00	USD
SK006	DMQP: IEMCA Category III I/F	1	1,400.00	USD
SK007	DMQP: IEMCA Anti Vibration	1	1,600.00	USD
SK008	DMQP: ATS installation	1	1,490.00	USD
SK009	DMQP: FP transformer	1	1,880.00	USD
Price machine and options			262,410.00	USD
	DMG MORI Software Solutions			
D-NT401	DMG MORI Netservice - client	1	0.00	USD
Price Software Solutions			0.00	USD
	Special constructions services			
SK003	DMG MORI Installation of the machine - included	1	0.00	USD
SK010	TRANSPORT: Local to customer freight	1	3,200.00	USD
Price services			3,200.00	USD
Price machine and options			262,410.00	USD
Price Software Solutions			0.00	USD
Price services			3,200.00	USD
Total price			265,610.00	USD

SPRINT 32|8

Series I10706 valid 18/09/2015 - 31/12/2099

Price status: 10/04/2017

GILDEMEISTER ITALIANA SPRINT 32|8

		<u>USD</u>	<u>USD</u>	
Basic machine				
I-A1031*	SPRINT 32 8 2 spindles automatic lathe with numerical control Fanuc 32i including: - 2 cross slides - Spindle and counter spindle - Y axis on slide 1 - Y axis on slide 2 - C axis on main spindle - C axis on counter spindle - Chip tank with coolant system and coolant pump - Tape unloading workpiece - 6 turning tool holders 16X16mm on slide 1 - 4+4 frontal tool holders Ø25 mm for slide 1 - 4 driven tools on slide 1 for collet ESX 20 - 4 tool holders Ø25 mm for slide Y2 and 4 axial driven tools for collet ESX 20 - Toolholder with 2 fixed positions Ø 25 mm located beside the counterspindle, for machining on main spindle - Gear box for rotating tools located beside the counterspindle - Pneumatic ejector with work piece unloading check device - Pneumatic cleaning system for counter spindle collet - Collet application for main spindle - Collet application for counter spindle - Electrical and software interface for bar loader according DMG standard - Electrical and software interface for fire extinguisher system according Gildemeister Italiana standard - Angular synchronism between main and counter spindle - Constant cutting speed - Rigid taping for spindles and driven tools - Elical interpolation - Main and counter spindle indexing with 0,1° - Hours counter - Parts counter software	1	199,900.00	199,900.00
Control				
I-A7056*	Numeric control Fanuc 32i	1	0.00	0.00

SPRINT 32|8
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 Price status: 10/04/2017

* further description see attachment

			<u>USD</u>	<u>USD</u>
Options				
I-B1101	Counter spindle collet cleaning with coolant	1	1,720.00	1,720.00
I-C1045	Changing kit from steady to sliding headstock including application bush type Dunner J9 and bush-spindle synchronism	1	6,630.00	6,630.00
I-F1151	Additional charge for belt type chip conveyor, compatible with shaft-unloading-device Specific chip removal systems (for example: scraping blades chip conveyors, with additional filtering systems) are recommended in case of short chip material machining (for example: brass, aluminium etc)	1	6,070.00	6,070.00
I-B1256	Kit for machining with soluble water coolant	1	2,460.00	2,460.00
Various options				
I-Z0246	4 colors DMG patrol light	1	1,010.00	1,010.00
I-Z0230	Frequency 60 Hz	1	0.00	0.00
I-Z0250	Electrical and software preparation for cooling system	1	2,220.00	2,220.00
I-Z0261	Electrical and software interface for oil mist collector	1	550.00	550.00
Special constructions				
SK001	DMQP: ATS Mistblaster	1	5,890.00	5,890.00
SK002	DMQP: Barfeeder	1	26,490.00	26,490.00
SK004	DMG MORI Training on the machine - included	1	0.00	0.00
SK005	DMQP IEMCA Installation	1	3,100.00	3,100.00
SK006	DMQP: IEMCA Category III I/F	1	1,400.00	1,400.00
SK007	DMQP: IEMCA Anti Vibration	1	1,600.00	1,600.00
SK008	DMQP: ATS installation	1	1,490.00	1,490.00
SK009	DMQP: FP transformer	1	1,880.00	1,880.00
Price machine and options			262,410.00	

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			<u>USD</u>	<u>USD</u>
DMG MORI Software Solutions				
D-NT401*	DMG MORI Netservice - client Qualified support by internet-based remote diagnostics Will be installed on an external PCI	1	0.00	0.00
Price Software Solutions				<u>0.00</u>
Special constructions services				
SK003	DMG MORI Installation of the machine - included	1	0.00	0.00
SK010	TRANSPORT: Local to customer freight	1	3,200.00	3,200.00
Price services				<u>3,200.00</u>
Price machine and options				262,410.00
Price Software Solutions				0.00
Price services				3,200.00
Total price				<u><u>265,610.00</u></u>

Attachment**Technical Description****I-A1031****GILDEMEISTER SPRINT 32|8 FANUC****Automatic turning lathe with two spindle and CNC FANUC 32i**TECHNICAL DATAMAIN SPINDLE

Max. machining diameter	32	mm
Stroke Z1	100	mm
	(240 with option I-C1045)	
Max spindle speed	8.500	rev/min
Nominal power S1	5,5	kW

COUNTER SPINDLE

Max. machining diameter	32	mm
Stroke Z2	200	mm
Max spindle speed	8.500	rev/min
Nominal power S1	2,2	kW

CNC CONTROLLED AXES

Rapid traverse X1, Z1, X2, Z2/Y1, Y2	40/30	m/min
Max axis acceleration	5	m/s ²
Feeding force (S1) axes Z1, Z2, X1, X2, Y2	220	daN
Feeding force (S1) axis Y1	440	daN

SLIDE 1

Stroke X 1	70	mm
Stroke Y 1	405	mm

6 position 16X16 tool holder

4 fixed tool holders Ø 25 mm for machining on main spindle and counter spindle

4 driven tools with junction ESX20

SLIDE 2

Stroke X 2	300	mm
Stroke Z 2	200	mm
Stroke Y 2	135	mm

4 tool holders Ø25 mm and 4 driven tools for collet ESX 20

Toolholder with 2 fixed positions Ø 25 mm located beside the counterspindle, for machining on main spindle

COOLANT AND LUBRICATION EQUIPMENT

Coolant	Mineral based Oil, max 15cSt at 40°C	
Max coolant viscosity	75	cSt
Optional Coolant (I-B1256)	Emulsion	
Coolant tank capacity	175	l
Max. Coolant pump capacity*	80	l/min
Max. Coolant pump pressure*	0.7	bar

* for 50Hz and coolant 15 cSt conditions

NOISE LEVEL

Noise level according to ISO 230-5, ISO 3746, ISO 11202 < 75 dBA

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PNEUMATIC INSTALLATION

Air consumption basic machine	175	NL/min
Air consumption basic machine with kit for emulsion and Swiss type Kit	360	NL/min

ELECTRICAL EQUIPMENT

Electrical cabinet according to EN 60204-1		
Power supply	16	kVA
Section of power supply cable	5xAWG6 / 5x16	AWG / mm ²
Operating voltage	200 (+/-10%)	V
Frequency	50 (+/-1%)	Hz
Main fuse	50	A
Control voltage	24	V/DC
Nominal current	46	A
Machine lighting protection level	IP 67	
Electrical cabinet protection level	IP 54	

ENVIRONMENT CONDITIONS:

Admissible ambient temperature	+15/+35	°C
Maximum relative air humidity	max. 75	%
Maximum installation height above NSL	max. 1000 m	

SAFETY EQUIPMENT ACCORDING TO :

2006/42/EC; 2006/95/EC; 2004/108/EC

CNC control FANUC 32i (color Monitor 10.4")OPERATING REMARK:

Bar's dimensional tolerance: max h11

It is necessary to use bars with straightness < 0.5mm/m according to the methods indicated in the norm EN 10278:2002

Bar's dimensional tolerance in case of utilization of rotating bushes (Swiss type Kit): max h9

PAINTING:

Upper area	Calcite white
Lower area	Titan grey
Sliding door	Graphite Black
Electrical cabinet:	Titan grey

DIMENSIONS AND WEIGHT

Footprint	2.295x1.210	mm
Approx. machine weight	3.350	kg

In case of order, Gildemeister Italiana S.p.A. has to confirm dimensions and weights according to the machine configuration.DOCUMENTATION:

Operating manual
 Programming manual
 Wiring diagrams
 Mechanical documentation
 1 Paper copy + 1 CD with .pdf files

IMPORTANT ADVICE:

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The machine must only be connected to TN-S type power supply.
 For any other kind of power supply, a transformer with grounded secondary output star centre is required.
 The neutral pole connection depends on the electrical configuration of the machine.
 It is required to obey the cable section (power, neutral, ground) as shown on the wiring diagram.
 If a differential switch is needed, this has to be a selective B or C type with variable current setting (min. value 300 mA) and with variable triggering time.
 It is highly recommended to connect only one machine to each differential switch.

To reach the highest production standard, especially when machining with oil, Gildemeister Italiana S.p.A. suggests the use of an additional chilling unit to control the coolant temperature.

Please notice that due to unforeseen events, wrong machine-programming, situations not monitored during the production process (such as "tool break") or due to critical materials (as titanium alloy or alloys with high level of magnesium) and coolant fluids (cutting oil and emulsions with an oil percentage higher than 15%), a dangerous situation for the operator can occur in the near area of the machine (fire or explosion). In order to prevent such danger Gildemeister Italiana S.p.A. requires the installation of protection system (fire extinguishing or anti-explosion systems) on its turning machines.

Gildemeister Italiana S.p.A. is not responsible for the damages occurred to the parts of the machine and/or to the tools in case of black out during the phases of tooling or automatic machining as well. Furthermore Gildemeister Italiana S.p.A. is available to offer adequate protection systems upon specific request of the customer.

**I-A7056
 CNC Control FANUC 32i**

Double security circuit for axes	available
Measuring system	metric
Input system	metric or inch
Data input	incremental/absolute
Input precision	0,001 mm (0,0001 inch)
Interpolation and interpolation range	linear + 99999,999 mm circular + 99999,999 mm
Feed input	direct in mm/rev or mm/min
Feed override	0 - 120 %
Feed range	0,001 mm/rev up to rapid traverse
Servo hand wheel	for fine adjustment of slides, ranges selectable at hand wheel: 0,1 mm, 0,01 mm e 0,001 mm
Threading	0,001 up to 500,000 mm/g, longitudinal transversal, conica single or multiple-threads with constant or variable pitch;
Rapid traverse reduction	by parameter input and operator keyboard

Spindle speed	input in rev/min
Spindle speed override	from 50 to 150% spindle override validity by graphic page and level definition by keyboard
Spindle speed limitation	programmable
Spindle stopping	via M5 function, C axis or M19 function (orientation)
Coordinate system	Cartesian, polar or cylindrical coordinates
Constant cutting speed	input in m/min (sfm.)
Tool file	32 record table for slide 1 and slide2
Cutting radius compensation	programmable via G40, G41 e G42
Tool life monitoring	by sister tools function
Real time clock	time is retained also after switching off (battery)
Machining time	stopping of elapsed machining time between program start and program end
Limit switch	software limit switch per axis direction
Spindle pitch compensation	available
Zero point shifting	6 firmly callable via G54 to G59 and further ones additively, programmable
NC working memory	0.5 MB / up to 1.000 programs
Surface machining	with C axis
Front surface machining	with C axis in Cartesian programming
Programs management	program names max. 32 characters 1.000 programs in CNC memory
Subprograms	up to 4 levels of nesting
Subprogram repetition	available
Program format	program input relying on DIN 66025 with variable block length
Program input/output	USB port, keyboard or memory card PCMCIA
USB port	on the monitor
Ethernet interface	embedded Ethernet 10Mbit/s standard
Cycles	cutting cycles for longitudinal/cross turning (rising contours) recesses, relief cuts, threads and drilling cycles. Synchronous cycle between spindles and live tools

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	(polig./gear hob.)
Parameters	machine setting and work parameters can be edited at the control Reading in and out from external devices via USB or Ethernet port.
Slide synchronization	The slides can be synchronized among each other, also in the sub-programs.
Variable programming	up to 600 variables for programming of part families, trigonometric-arithmetic calculation functions, Boolean relations. System variables with CN data
Chamfers and radii	programming of chamfers and radii at contour transitions
Direct programming of drawing dimensions	available
Step function	absolute and conditional jump (if, goto...)
Diagnostic (automatic)	permanent state monitoring by the integrated diagnostic system, display of actual error states. Status display PLC (ladder diagram) with logic analyser, function for axes and spindles.
Monitor	color 10.4" TFT
Monitor layout	Display of actual values of all axes (position, speed) in the operation modes manual control and automatic. Display of block number, feed, tool number and tool correction of the actually selected slide.
Possible languages	German English French Italian Spanish Portuguese Dutch Swedish Hungarian Polish Czech Traditional Chinese Simplified Chinese Korean Japanese Russian Turkish Bulgarian Romanian

D-NT401

The DMG MORI Netservice establishes a secure VPN connection to the DMG MORI Service installed on an external Computer.

By the help of the online connection:

- an immediate and comprehensive problem analysis,
- direct troubleshooting on machine control or
- software adaption can be managed.

System requirements of your computer system:

Operating system: Windows 7
Memory: At least 1GB Ram
Hard disc space: At least 20MB

Furthermore the Java Runtime Environment has to be available.

Note:

To guarantee a smooth installation, the checklist of the DMG MORI Netservice has to be completed before setting-up the machine.

After warranty, a monthly fee in the amount of 25 EUR (net) per machine will be incurred. The calculation is performed automatically after successful connection, unless terminated earlier.

The delivery and terms of use of the DMG MORI Netservice is based on the scope of supply and services for the DMG MORI Netservice.

This information and the checklist for the installation of the DMG MORI Netservice will be sent with the order confirmation of our machine or even go to www.dmgmori.com/produkte/software/dmg-mori-netservice#Downloads

On request we are glad to provide you with this information, please feel free to ask for it.

**DMG MORI USA, INC.
Terms and Conditions**

These terms and conditions of sale ("Terms") are the only terms which govern the sale of goods or services ("Goods") by DMG MORI USA, INC., or its affiliates (collectively "DMG MORI") to Buyer and DMG MORI will only sell the Goods subject to these Terms. All quotations, all Buyer's purchase orders, all service, and all confirmations or acknowledgments of Buyer's purchase orders by DMG MORI are subject to these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Buyer's written acknowledgment or payment of a deposit for the Goods shall be construed as Buyer's acceptance of these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The "Buyer" herein refers to the customer of DMG MORI as listed on the purchase order regardless of form.

SALE PRICES. Unless otherwise noted, all prices quoted are subject to change without notice. Unless otherwise stated, all prices are CIF port of shipment for Goods originating from Japan or FCA for Goods already in stock. Prices do not include sales, use, excise, VAT, GST, property or similar taxes arising out of or relating to the sale or use of the Goods. Buyer shall indemnify, defend and hold DMG MORI harmless from and against the imposition and payment of such taxes, whether or not they are stated in any invoice for the Goods. DMG MORI, at its option, may at any time separately bill Buyer for any taxes not included in DMG MORI's invoice and Buyer shall pay said taxes.

MACHINE PAYMENT TERMS. Buyer shall pay to DMG MORI within fifteen days (15) such amounts being due and payable according to the payment schedule. Unless otherwise agreed to in writing, the payment schedule is as follows: 30% of total invoiced amount due and payable on invoice and 70% due and payable on pick-up by customer or carrier. If acceptance of the Goods by Buyer (which shall not be unreasonably withheld) after shipment by DMG MORI is delayed more than thirty (30) days from the date of delivery of the Goods because of conditions other than the Goods or services provided by DMG MORI, including but not limited to delay in the provision of equipment or services by Buyer or other suppliers, Buyer will pay to DMG MORI as interest 0.4% of the amount due and payable per week until acceptance by Buyer. Receipt and subsequent bank deposit of a down payment shall not be construed as acceptance of the purchase order until said order is accepted in writing by DMG MORI. In the event of legal action to enforce these Terms, Buyer shall reimburse DMG MORI for its reasonable costs and attorney's fees. DMG MORI reserves the right to cancel and to refuse to complete Buyer's purchases if, in DMG MORI's opinion, Buyer has not established credit to promptly meet the payment terms of the order. Acceptance and payment by Buyer with respect to the Goods delivered by DMG MORI shall not be delayed because of any delay in delivery by DMG MORI of accessory or ancillary equipment not essential to the operation of the Goods already delivered; in such event, the payment terms set forth in this paragraph shall be applicable to the Goods delivered as of the date of delivery and to subsequent deliveries of Goods as they occur. Upon delivery by DMG MORI to a carrier for shipment of Goods to Buyer, risk of loss shall pass to Buyer. Thereafter, the carrier shall be deemed to be acting for and on behalf of Buyer and the terms of payment for the Goods shall not be affected by damage to or destruction of the Goods sold.

DMQP, PARTS, AND SERVICE PAYMENT TERMS, CANCELLATIONS AND RETURNS. Excluding items or service included in machine purchase orders, Buyer shall pay all other DMG MORI invoices (30) days from the date of invoice. Late payment shall bear interest in the amount of 0.4% of the amount due per week. DMG MORI reserves the right to cancel and to refuse to complete Buyer's purchases if, in DMG MORI's opinion, Buyer has not established credit or promptly meet the payment terms. Requests for cancellations must be made within 24 hours of the order. Requests for returns must be made within 30 days of shipment. All returned parts must be authorized in advance, must be in original condition and the return packaging must contain the return authorization number and pass DMG MORI inspection.

DELIVERY. DMG MORI will exert its best efforts to cause the Goods to be shipped and delivered in accordance with its quotations and these Terms. However, all dates stated by DMG MORI are approximate dates only, and are estimated in good faith to the best of DMG MORI's ability, commensurate with foreseeable scheduling and subject to availability of product and transit. DMG MORI shall not be liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from DMG MORI's delayed shipment and delivery of the Goods for any reason whatsoever. Any claims for shortages or claims that the equipment delivered is other than that which was ordered or claims for damages prior to delivery to Buyer or Buyer's agent must be made in writing to DMG MORI within fifteen (15) days after the arrival of the Goods at Buyer's plant or place of business.

TITLE. DMG MORI hereby retains title in all of the Goods sold and delivered by DMG MORI to Buyer, whether presently in the possession of Buyer or hereafter acquired, and all replacement parts and components, together with any and all proceeds of sale or other disposition of the Goods, including, but not limited to, cash, accounts, contract rights, and chattel paper, until such Goods paid for in full. DMG MORI may enter the Buyer's premises and remove the secured property or any portion thereof until title of Goods passes to Buyer. Buyer agrees to pay DMG MORI's reasonable attorney's fees and court costs for the collection of any amounts owing to DMG MORI hereunder and for the costs incurred in the repossession of the Goods.

CANCELLATIONS. Orders with Goods that have already been shipped from the factory cannot be cancelled. "Special Orders", which are orders for items customized for the Buyer cannot be cancelled. Orders other than Special Orders that have not been shipped may be canceled in writing by Buyer to DMG MORI but shall be subject to a cancellation charge as set forth below. Buyer and DMG MORI acknowledge and agree that the DMG MORI's harm caused by Buyer's cancellation would be impossible or very difficult to accurately estimate at the date of the purchase order, and that the cancellation charges set forth below are reasonable estimates of the damages which DMG MORI will incur as a result of the cancellation. Orders that are cancelled within one week of the date of the purchase order are subject to a cancellation fee equal to 10% of the total purchase order price. Orders cancelled more than one week after the date of the purchase order and more than 90 days before the planned shipment date are subject to a cancellation fee of 20% of the purchase order price. Orders cancelled from 90 to 61 days before the planned shipment date are subject to a cancellation fee of 30% of the purchase order price. Orders cancelled from 60 to 31 days before the planned shipment date are subject to a cancellation fee of 40% of the purchase order price. Orders cancelled 30 days or less before the planned shipment date are subject to a cancellation fee of up to 50% of the purchase order price.

DMG MORI REMEDIES FOR NON-PAYMENT. DMG MORI reserves all rights including rights of replevin and damages for Goods remaining unpaid, in whole or in part, more than 60 days after payment is due.

BUYER REMEDIES. DMG MORI may, at its sole discretion, resolve any Buyer claim relating to the Goods by repossessing such Goods and reimbursing Buyer the purchase price for the Goods less depreciation arising from Buyer's use of the Goods.

LIMITATION OF WARRANTY. EXCEPT AS SET FORTH IN ANY APPLICABLE DMG MORI WARRANTY, WHICH BUYER ACKNOWLEDGES HAS BEEN PROVIDED TO BUYER BY DMG MORI AND WHICH BUYER HAS REVIEWED, DMG MORI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO (a) ANY WARRANTY OF MERCHANTABILITY; OR (b) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE PERFORMANCE, USAGE OF TRADE OR OTHERWISE. DMG MORI MAKES NO WARRANTY AS TO THE QUALITY, FINISH, ACCURACY OR TOLERANCE, COMPLIANCE WITH ELECTRICAL, HYDRAULIC, PNEUMATIC OR OTHER SAFETY CODES REQUIRED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY, OR AS TO THE EFFICIENCY, PRODUCTIVITY, OR PERFORMANCE OF ANY GOODS.

With respect to DMSQP equipment purchased through DMG MORI, DMG MORI makes no warranty but instead assigns all manufacturer's warranties to the end purchaser. Buyer acknowledges acceptance of a copy of said warranty.

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With respect to replacement parts manufactured by DMG MORI, DMG MORI's SIXTH MONTH SPARE PARTS WARRANTY POLICY is attached or separately provided. Buyer acknowledges receipt of a copy of said warranty.

Spindles originally manufactured by DMG MORI CO., LTD., and rebuilt by DMG MORI carry a 1 year from ship date, or 2,000 hours, warranty, if such spindles are installed by a DMG MORI certified engineer. Spindles originally manufactured by DMG MORI AG., and rebuilt by DMG MORI carry a 6 month from ship date, or 1,000 hours, warranty, if such spindles are installed by a DMG MORI certified engineer. If the customer's existing spindle shaft is utilized, such spindles carry a 6 month from date of shipment or 1,000 hour warranty. If any spindle is installed by any outside service or the customer itself, the warranty is null and void.

LIMITATION OF LIABILITY. BUYER EXPRESSLY AGREES THAT IN NO EVENT SHALL DMG MORI BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OF REPUTATION AS A RESULT OF ANY CLAIM BROUGHT BY BUYER OR A THIRD PARTY ARISING OUT OF OR RELATING TO: (i) ANY BREACH BY DMG MORI OF THESE TERMS; (ii) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) OF DMG MORI; AND (iii) ANY USE OF THE GOODS OR THE FAILURE OF THE GOODS TO OPERATE PROPERLY; EVEN IF SUCH LOSSES WAS IN CONTEMPLATION OF THE PARTIES OR WAS WHOLLY FORESEEABLE.

BUYER SHALL INDEMNIFY, DEFEND AND HOLD DMG MORI HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) INVOLVING A THIRD PARTY CLAIM EXCEPT TO THE EXTENT CAUSED BY DMG MORI'S NEGLIGENCE OR WRONGFUL ACTS.

BUYER EXPRESSLY AGREES THAT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DMG MORI UNDER ANY THEORY OF RECOVERY, EXCEED THE AGGREGATE PRICE PAID TO DMG MORI UNDER THESE TERMS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE BUYER'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

CONFIDENTIALITY. All drawings, designs, specifications, manuals, programs and prices furnished to Buyer by DMG MORI shall remain the confidential and proprietary property of DMG MORI. All such information, except as may be found in the public domain, shall be held in strict confidence by Buyer and shall not be disclosed by Buyer to any third parties. Copyright in all material made available by DMG MORI shall remain in DMG MORI at all times.

SAFETY PRECAUTIONS. Buyer shall require employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by DMG MORI. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the equipment. If Buyer fails to comply with provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify, defend and hold DMG MORI harmless from and against any and all claims, losses or damages arising from such failure. It is the responsibility of Buyer to comply with all local laws, regulations and codes.

INFRINGEMENT. Buyer shall indemnify, defend and hold DMG MORI harmless from any infringement of any patent, trademark or copyright arising from Buyer's use of the Goods, including but not limited to the reimbursement of costs and expenses, including attorney's fees, incurred by DMG MORI with respect to a claim of infringement.

TIME STUDY & DESCRIPTIONS OF EQUIPMENT. All time study figures provided by DMG MORI are estimates only and are based on DMG MORI's understanding of the accuracy and finish required, machinability of the material, amount of material to be removed and Buyer's operating conditions. DMG MORI makes no warranty based upon or relating to time study figures. All weights and measurements given are estimates, stated as correctly as possible and any minor deviations shall not constitute non-conformity of the goods. Brochures, photographs and other illustrations representing the Goods are for illustration only and are not binding in detail. Brochures and product designs and specifications are subject to change without notice.

EXPORT CONTROL. The parties acknowledge that information subject to U.S. export control laws and regulations may be disclosed pursuant to this Agreement. Each party shall comply with all applicable export and import laws and regulations, including but not limited to, the International Traffic in Arms Regulations, as amended (22 C.F.R. Parts 120 - 130) ("ITAR") and the Export Administration Regulations, as amended (15 C.F.R. Parts 730 - 774). The parties shall not export, disclose, transfer, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other party to any foreign country or foreign person as defined by ITAR, including those working for a party, whether in the United States or abroad, without obtaining in advance proper United States government export authorization.

EXPORTATION. Buyer shall comply with applicable laws and regulations governing the exportation or re-exportation of the Goods. The Goods may be subject to export restrictions imposed by the United States, Japan and other countries and Buyer will not export or permit the export of the Goods anywhere without proper government authorization. To prevent the illegal diversion of the Goods to individuals or nations that threaten international security, it may include a "Relocation Machine Security Function" that automatically disables the Goods if it is moved following installation. If the Goods are so-disabled, it can only be re-enabled by contacting DMG MORI. DMG MORI may refuse to re-enable the Goods if it determines that doing so would be an unauthorized export of technology or otherwise violates applicable export restrictions. DMG MORI shall have no obligation to re-enable such Goods and shall have no liability (including for lost profits or business interruption or under the limited service warranty) as a result thereof.

ASSIGNMENT. These Terms may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.

FORCE MAJEURE. DMG MORI shall not be responsible for nonperformance or late performance of any part of the contract due to orders, regulations, and/or ordinances by government, act of God, war, blockade, insurrection, mobilization or due to any other causes or circumstances beyond DMG MORI's control. If an event of force majeure occurs, DMG MORI at its option may either extend the time of performing affected obligations during the period the event of force majeure continues, or cancel the order.

GOVERNING LAW & ARBITRATION. These Terms shall be construed in accordance with the laws of the State of Illinois. The provisions of these Terms are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of these Terms without the invalid or unenforceable provision or provisions. All disputes that may arise in connection with these Terms shall, unless settled by the parties, be submitted to arbitration in Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any action to by Buyer relating to the Goods shall be commenced no later than one year from the date of alleged breach.

MERGER CLAUSE. The entire agreement is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to products or services, including statements made in or conduct implied from past dealings that are not fully expressed herein. No statement subsequent to the acceptance by DMG MORI of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorized officer of DMG MORI in a document making specific reference to this transaction.

DMG MORI CO., LTD., LIMITED WARRANTY**(applicable worldwide except in Japan)**

The original equipment manufactured by DMG MORI Co., Ltd. ("the Equipment") is warranted by DMG MORI Co., Ltd. ("DMG MORI") to be free from defects in material and workmanship for a period of 24 months for parts and labor from the date of execution of the Installation Check List, from the date of execution of the Certificate of Inspection and Acceptance, or from the 180th day after delivery, whichever is earliest. Replacement parts manufactured by DMG MORI are warranted to be free from defects in material and workmanship for a period of 6 months from the date of delivery to the user. These warranties are subject to the following limitations:

- a) this warranty applies only to new equipment and replacement parts manufactured by DMG MORI and, without limitation of the foregoing, does not apply to other products that may be sold with or used with such equipment or parts, such as tooling or accessories, except that if the manufacturer of any product sold or used with the equipment warranted by DMG MORI has extended its warranty to, and assigns said warranty to the local subsidiary of DMG MORI distributor and the distributor's original purchaser of the Equipment to the extent permitted under the terms of said manufacturer's warranty;
- b) this warranty is extended only to authorized DMG MORI distributors and the distributor's original purchaser of the Equipment, and only if the Equipment is installed by DMG MORI or an authorized DMG MORI distributor. Because proper installation and set-up of the Equipment is necessary for its safe and effective operation, movement of the Equipment after installation without consultation with DMG MORI or an authorized DMG MORI distributor shall void all warranties and shall not be liable for any losses arising from said movement of the Equipment;
- c) DMG MORI's obligations under this warranty shall be void if the Equipment or replacement part has been damaged because of: improper service, maintenance, or repair; abuse; accident; use of unauthorized parts; modification by owner; normal wear; negligence of a shipper or rigger; disablement arising from unauthorized movement of the Equipment after installation; or any other cause beyond the control of DMG MORI or if the Equipment or replacement part was not installed by DMG MORI or a DMG MORI authorized distributor;
- d) this warranty shall not apply to paint, batteries, fuses, filters, lubrication metering units, fluids, lights or any other normally replaceable item;
- e) all labor in connection with a warranty repair must be performed by DMG MORI or by a service organization of an authorized DMG MORI distributor;
- f) all replacement parts that are stored in a user facility must be stored in a clean and secure environment;
- g) claims relating to exterior damage, such as by shipping or handling, must be made within two weeks of delivery of the Equipment or replacement part;

h) damaged replacement parts must be returned to DMG MORI for inspection within two weeks of their removal;

i) substitute replacement parts must be ordered as new replacement parts pending inspection of the damaged parts by DMG MORI, which will issue a credit for the substitute replacement parts and shipping cost if it is determined that the damaged parts were defective;

j) if a high speed spindle is replaced under warranty, the warranty period for the replacement high speed spindle shall be six months from the date of installation of the replacement high speed spindle; and

k) the warranty for high speed spindles shall be void if the spindle is damaged as a result of accident or misoperation.

DMG MORI Co., Ltd.'s obligation under this warranty shall be to repair, or at DMG MORI's option, replace, the defective replacement part or Equipment. If DMG MORI is unable to repair or replace the Equipment within 12 months from date DMG MORI is notified of the defect, DMG MORI may satisfy its obligation under this warranty by removing the Equipment or replacement part and refunding the purchase price of the Equipment or replacement part. DMG MORI Co., Ltd. shall not be liable for any expense, loss or damage, whether incidental, consequential or direct, in connection with the purchase, use or inability to use the Equipment or replacement part, to the extent that this limitation is permitted by applicable law. The terms of this warranty may not be varied by any subsequent seller of the goods that are the subject of this warranty. Any legal action to enforce this warranty must be commenced no later than one year after the expiration of the warranty period set forth in this warranty or one year after DMG MORI Co., Ltd. or its affiliates cease efforts to repair the Equipment or replacement part, whichever comes later.

This warranty is extended in lieu of all other warranties. **All other warranties, whether express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, are hereby excluded.** All requests for repair or replacement of warranted products shall be made in the first instance to the authorized DMG MORI distributor who sold the goods or to DMG MORI.