

BUDGETARY SALES PROPOSAL #: USA03912-17.3

Issue date:	12/15/2017
For the attention of:	Mr. Tony South
Type of proposal:	Quotation for an Ilapak CARRERA 1000, Stainless steel for
	SoL Cuisine 1201 Fewster Drive Mississauga, Ontario L4W 1A2 CANADA

Validity period:

This proposal is valid for 30 days from the issue date indicated above, and is subject to the Ilapak's standard terms and conditions of sale detailed in this proposal on page 14. Due to fluctuations in fuel and freight costs, upon receipt of an order beyond 30 days of quote date, Ilapak reserves the right to re-price and update any included freight charges to reflect the targeted ship date.

Please do not hesitate to contact me with any questions you may have regarding this proposal, or for any other issues.

Scot Chin Office/Cell: 215-579-2900 / 215-287-5243

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Internet: www.ilapak.com



Customer: SoL Cuisine Machine type: CARRERA 1000 SS

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PROJECT OVERVIEW

We are very pleased to provide this quotation based on our understanding of your packaging requirements.

FILM & PRODUCT TABLE

PRODUCT DETAILS		
Product Number	1	2
Product Name	Single frozen hamburger patty	2 Hamburgers in a row
Folding Box Number	1	1
Product Approx. Shape	h ‡	h 🛊
Individual Product Dimensions	H=12 mm	H=12 mm
- maividual r roduct Diffictisions	D=93 mm	D=93 mm
PACK DETAILS		
Pack Type	Pillow	Pillow
Relevant Diagram		
FILM		
Film Type (please see note below)	Suitable Laminate	Suitable Laminate
Unwind Number	Please see standard film layout	Please see standard film layout
Max. roll diameter	13.8"	13.8"
Max. roll weight	88 lbs.	88 lbs.
Inside core diameter	3"	3"
PRODUCTION		
Output (ppm)	130-150, subject to hand loading & film sealability	100, subject to hand loading & film sealability
Product Feeding	Manual	Manual

Satisfactory speeds can only be confirmed by the results of testing and evaluation of any and all appropriate sealing material and product on the quoted machine.

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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

PRODUCT DETAILS		
Product Number	3	4
Product Name	2 hamburgers in a row	Stack of 2 frozen hamburgers
Folding Box Number	2	1
Product Approx. Shape	h ‡	h
Individual Product Dimensions	H=12 mm	H=24 mm
maividual Product Dimensions	D=73 mm	D=93 mm
PACK DETAILS		
Pack Type	Pillow	Pillow
Relevant Diagram		
FILM		
Film Type (please see note below)	Suitable Laminate	Suitable Laminate
Unwind Number	Please see standard film layout	Please see standard film layout
Max. roll diameter	13.8"	13.8"
Max. roll weight	88 lbs.	88 lbs.
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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

PRODUCTION OUTPUT

Please note that production output depends on film sealability, product characteristics and properties, and feed system.

 Ilapak is not responsible for product feeding design by others. Final production speeds will be based on product feeding dynamics as determined by others.

We therefore kindly require film and product samples to be sent to Ilapak for testing before being able to confirm specifications. This proposal is subject to change in the event that Ilapak has not received all products and film for evaluation that pertain to this application.

FILM TYPES

If not already included in the Product & Film Table above, please provide us with your chosen film supplier's Technical Sheet as soon as possible.

Suitable heat-sealing or cold-sealing films may be used on Ilapak machinery, depending on your product, production requirements, and the properties of the film. Ilapak must review your film before any performance commitments can be made.

NO PRODUCT/NO BAG / MISPLACED PRODUCT DETECTION

For applicable machines, these functions are **not guaranteed** to work on all products and films. Misplaced Product Detection will not work with foil films. Maximum operating speed of No Product / No Bag is dependent on product and bag length.

ENVIRONMENT/WORKING CONDITIONS

llapak manufactured equipment is designed to operate in an ambient temperature of 32-95°F (0-35°C) and humidity of 5-95%. Optional devices are available for conditions that are outside of these ranges.

Stainless steel is recommended for wet environments or when condensation is present.

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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

PRICING

Description	Qty	Price (USD)
Carrera 1000, stainless steel version, left hand with 3.5 meters of infeed	1	
Fixed folding box	2	
Delrin for 3.5 meters of infeed	1	
Standard reel mounting 650 mm	1	
Double long seam sealing (cold,hot,hot,fold)	1	
Motorized film unwind system	1	
Heavy duty sealing head (4 spring sealing head)	1	
250 mm jaw width	1	
150 mm jaw centrax	1	
Twin jaws	1	
Delrin Carriers for 3.5 meters of infeed	1	
Motorized rollers between jaws and discharge belt	1	
No product, no bag	1	
Misplaced product detection	1	
Double reel mounting	1	
Automatic reel splicing unit	1	
Gusseting unit (pneumatic type)	1	
575 Volt transformer	1	
Crate	1	
SPECIAL PRICE TO SOL CUISINE (USD):		117,000.00
Recommended Components		
Removeable sealing head	1	8,900.00
Installation/Shipping Costs (GOOD FAITH ESTIMATE) – Not included in above price		
Estimated installation support & training for an Ilapak technical located in Toronto for one (1) week to be scheduled from Monday – Friday and includes travel time to and from your facility. Includes incidentals such as hotel, car, food, etc. Overtime, weekends and Holidays are excluded	1	6,200.00
Estimated air freight costs from Ilapak's Manufacturing facility to your door in Ontario, Canada	1	12,000.00
Estimated sea freight costs from Ilapak's Manufacturing facility to your door in Ontario, Canada	1	6,000.00

Prices are Ex Works - Lugano, Switzerland

Notes:

- 1. Unless otherwise stated, pricing includes installation and training. These costs will be billed at llapak's standard rates.
- 2. Unless otherwise stated, pricing is EXWORKS. Shipping to airport/seaport or to customer's facility is NOT included.
- 3. Reel handling equipment can be quoted following definition of specifications.
- 4. If FAT is required, please provide written notification within 4 weeks of Purchase Order. Notification after 4 weeks will result in additional time (minimum 1-2 weeks) added to shipment to accommodate request.
- 5. Loading dock equipment It is the responsibility of the customer to have all necessary equipment to unload the machine from their loading dock. Ilapak will not be responsible for any costs associated with equipment rental, etc., for unloading the machine.

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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

MACHINE SPECIFICATION



*Picture for illustrational purposes only, actual machine appearance may vary depending on specification

Ilapak's Carrera 1000, stainless steel, left hand with 3.5 mt. infeed (standard) is a PLC controlled horizontal form fill seal machine, with three (3) independent brushless motors controlled by servo drives and rotary sealing jaws, for maximum flexibility, performance and control wrapping your products.

This machine has a stainless steel finish.

No-product / no-bag and misplaced product safety features are included as standard (relative performance are speed and wrapping material depending).

Control system

- PLC-controlled HFFS machine with rotary sealing jaws
- A simple-to-use operator interface TFT touch screen display, 7" wide, 64.000 colours, allows quick product change-over
- On request Ethernet connectivity for remote machine interface and/or diagnostics
- Digital Multi-axis drive technology with three (3) independent servo motors (controlled by variable frequency drives) for product infeed, sealing rollers and rotary sealing jaws
- Single film reel mounting with self-centering cones
- as standard 2.5 m long infeed with hinged bottom guard on the bottom with micro-switch protection
- Motorized film unwinding roller with film tensioning control system based on load-cell(available as optional)
- No-product / no-bag system
- Misplaced product safety system (jaw pausing) for continuous production flow
- Individual temperature control circuits for the back seal rollers plus the top and bottom sealing jaws integrated into control
 panel
- Precision temperature control circuits ensure seal strength and quality
- Programmable electronic crimper safety clutch
- Automatic adjustment of film-pull, infeed and sealing parameters during product program change; 99 programs memory, two-level password protection security
- Multiple signal outputs for peripheral devices
- Service mode for diagnostics, trouble shooting and basic machine configuration, master password-protected
- Additional user-defined password level for limiting/excluding access to selected machine functions, setting changes and sensitive data
- Integrated electrical cabinet with screwed doors
- Easily removable Compact Flash storage media; contains full operating system and program parameters, USB key for system backup
- All PC typical PCI-standard ports: 2 serial ports (COM1 = RS232, COM2 = RS232/422/485 configurable), 1 LPT parallel printer port, 1 x keyboard port (PS/2-type) for additional external keyboard.
- Choice of interface language between English, German, French and Italian plus one additional language on request

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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

Machine Base

- Robust mechanical construction with welded sheet metal main body, epoxy powder coating or stainless steel (as optional)
- Hygienic design for easy cleaning, access and maintenance featuring:
 - o sloped roof
 - o round support structure
 - o cantilever design
 - o minimum floor clearance of 200 mm for easy cleaning
- Support structure bolted to main body
- Driving, wiring and pneumatic components in the lower part of machine body
- Rotary sealing jaws with direct drive to increase speed performance with 4 screws pressure adjustment for fine tuning of jaw pressure and sealing optimization
- Ergonomically designed safety guarding with approved interlock switches
- Transparent guarding for free visibility onto product areas and transversal sealing head
- Hard wired Start, Stop and Emergency push buttons easily reachable by operator
- Additional Emergency button on product infeed
- Available inverted machine version for bottom film feeding in the folding box

CE regulations

- Conforming with CE-certification machine complies with the following European directives:
 - Machinery Directive
 - Low Voltage Directive
 - Electro-Magnetic Compatibility Directive

Machine dimensions, weight and air supply (all approximate)

Length: 4.770 mm
Width: 1.278 mm
Height: 1.680 mm
Net Weight: 900 kg
Gross weight: 1050 kg
Air supply: 6 bar

Air consumption: 1 l/min with air gusseting

Infeed and related devices

Folding box, fixed type



Longitudinal sealing system

- Three (3) long seam roller modules (cold-hot-cold) with individual tilt facility
- Double long seam sealing (cold,hot,hot,fold)



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Customer: SoL Cuisine Machine type: CARRERA 1000 SS

Rotary sealing head

- Rotary sealing jaws with fixed cut-off knife and precision-manufactured sealing pattern. Standard pattern runs parallel to product flow unless otherwise specified. Seal dimensions are 14mm total width (12mm sealed) unless otherwise specified upon order placement.

- Top sealing shaft is spring-loaded and jaw is offset-fitted for smooth sealing and cutting action
- Jaw center height adjustment is manual
- 250 mm jaw width
- 150 mm jaw centrax

Discharge Conveyor

- Motorized rollers between jaws and discharge belt



Dual roll holder with automatic splicing unit



Gusseting unit



Motorized Barrette



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Machine Orientation and Finish

The machine is a left hand version and finished in stainless steel (AISI 304).

IP (Ingress Protection) Rating

The ILAPAK machine has an IP rating of IP54 (5=Limited protection against dust ingress--no harmful deposit; 4=Protected against splash water from any direction).

Electrical supply

The ILAPAK machine is prepared for a 60~HZ / 3-PHASE / 230~V electrical supply, with ground. Additionally, a multi-tap transformer is supplied to accommodate voltages of 480/460/440/400 and 208~volts. 575~transformer included. CSA compliant included

Electrical Standards – Ilapak equipment is built with EC Conformities "2006/42/CE", "92/31/CEE", "93/68/CEE", "2006/95/CE", "2004/108/CE", "2002/72/EC", "2008/39/EC", "2005/79/EC" and follows the following standards "UNI EN 12100-1/2:2005+A1:2009", "ISO 13849-1:2008+AC:2009", "CEI EN 60204-1:2006" & "EN ISO 14121:2007", not necessarily CSA z432, ANSI or NEMA. CSA (Canadian Standards Association) and UL standards must be discussed and agreed upon in writing separately, if required to be met. Pricing and lead time subject to change based on customer requirements.

Pneumatic supply

ILAPAK equipment requires 8 cfm at 80 psi of clean, dry compressed air (1) 1/2" ID air line.

Standard Components and Parts

Unless otherwise stated and accepted, the Ilapak and OEM equipment (if any) will be built to Ilapak's and OEM's standard specification(s).

Machine Manual

The ILAPAK machine manual will be supplied in cd-rom version and will be mailed directly from Ilapak (Newtown, PA) to the machine delivery address unless specified otherwise.

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OEM EQUIPMENT

Ilapak cannot be responsible for the performance of OEM equipment not purchased through Ilapak.

Unless otherwise specified, no expendable supplies are provided with OEM equipment.

Installation, start-up assistance, instruction, training, supplies and technical service for use and operation of OEM equipment purchased through llapak must be obtained directly from the manufacturer.

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PAYMENT TERMS, MACHINE ACCEPTANCE, SHIPMENT, INSTALLATION & COMMISSIONING

Payment terms

Special payment terms are as follows:

40% deposit with the order

50% due upon llapak's notification of ship ready date from llapak manufacturing

10 % due 30 days after the notification of ship ready date

Factory Acceptance Test (FAT)

Acceptance of your machinery will be at Ilapak's factory prior to shipment of the machine. Ilapak will have the proper technical people available to perform this test. It is the responsibility of the customer to have their appropriate personnel present for this acceptance test, at the customer's cost.

All necessary products and film must be sent prepaid to Ilapak's factory at least two working weeks prior to the acceptance visit.

Shipment

Shipment from Ilapak's factory will be 20-22 weeks from receipt of your written order, finalization of <u>all</u> project details and receipt of scheduled payments. *Ilapak will provide a 1% discount for every week of delay, not to exceed 5%.*

Penalty Clause

llapak will require testing of the film and evaluation of the products noted on pages 3, 4 to properly provide a penalty guarantee.

Installation and Commissioning

Installation is charged additionally at Ilapak's standard rates. Installation includes utility connections and machine set-up as well as functional trial of the whole line.

All connections with the local utility supply are the responsibility of the customer.

If the machine Commissioning cannot begin as planned or is delayed for reasons outside of Ilapak's control, the customer may request to keep our engineers on site or arrange for a new visit. The labor costs and expenses for such delays or return visits are billable per Ilapak's standard rates.

Should the customer choose not to hire Ilapak for the installation, warranty claims will be subject to evaluation, and phone support will be general troubleshooting in nature. Ilapak cannot offer installation over the phone. It is the sole discretion of the remote Ilapak support representative to categorize the level of support requested.

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Ilapak Standard Service Rates

Ilapak's standard service rates beginning March 2015 are:

Travel Labor		
	Service Technician	Service Technician Supervisor
Travel Time (Mon-Fri 8am-5pm)	\$85.00 per hour	\$105.00 per hour
Differential Travel Time* (Mon-Fri 8am-5pm)	\$106.25 per hour	
Travel Overtime**	\$128.00 per hour	\$158.00 per hour
Travel Double-Time***	\$170.00 per hour	
In-Plant Labor		
	Service Technician	Service Technician Supervisor
In-Plant Time (Mon-Fri 8am-5pm)	\$140.00 per hour	\$185.00 per hour
Differential In-Plant Start Time* (Mon-Fri 8am-5pm)	\$175.00 per hour	\$210.00 per hour
In-Plant Overtime**	\$210.00 per hour	\$275.00 per hour
In-Plant Double-time***	\$280.00 per hour	
Phone Support		
Assisting customer with new installation	\$140.00 per hour	
(Mon-Fri 8am-5pm)		

^{*}Differential time is billed at any hours up to eight (8) hours; any time greater will be billed at the standard overtime rate.

Minimum Charges

The minimum charge for a service technician's time is eight (8) hours for each day worked.

If a customer requests that a technician stay over a weekend and the technician is unable to work due to customer constraints, the customer will be charged a holdover charge of \$1,024.00 per day plus hotel, rental car, and living expenses. Holdover charge is not eligible for any further discounts.

Travel Expenses

Airfare Actual cost
Rental Car Actual cost
Hotel Actual cost
Mileage (Personal Car) .65 per mile driven
Per Diem (Meals) \$65.00 per day
Miscellaneous Actual cost

*Gasoline surcharge .06 per mile (To be reviewed based on market conditions.)

Other

- To assist us in helping to minimize travel costs, please notify llapak of your need for service as far in advance as possible to avoid the much higher costs associated with short notice travel planning.
- Ilapak understands that service technicians have families and personal responsibilities too. Therefore during extended service trips, our service representative will be permitted to return home every second weekend at the customer's expense.
- Travel time is billed on a point-to-point basis. Travel time begins two (2) hours prior to the scheduled flight time and ends when the technician arrives at the customer's facility or hotel, whichever is sooner.
- Return travel ends when the technician returns to Ilapak or his home, whichever is sooner.
- The customer will be billed for any idle time, up to eight (8) hours per day, caused by reasons outside of Ilapak's control.
- Excessive delays while traveling will be considered on an individual basis.
- Payment terms are due upon receipt. A purchase order number is required to secure the technician's time and needed prior to dispatching the technician.

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^{**}Travel overtime and/or in-plant overtime rates will be charged when a technician's time exceeds eight (8) hours in one day, or when a technician travels and/or works on Saturday.

^{***}Travel double-time and/or in-plant double-time rates will be charged anytime a technician travels and/or works on Sunday or a holiday.



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TERMS & CONDITIONS OF SALE

ALL ORDERS ACCEPTED UNDER THE FOLLOWING ILAPAK, INC., TERMS AND CONDITIONS

- 1. This contract shall be effective when signed by the Purchaser and accepted by the Seller at its home office.
- 2. **Payment:** Payment for the said equipment shall be made as follows:
 - a. Forty (40)% of full purchase price to be submitted with the order from the Purchaser;
 - b. Fifty (50)% of full purchase price to be paid upon Ilapak's notification to Purchaser of ship ready date;
 - c. The entire balance shall be due thirty (30) days after notification of ship ready date from Ilapak manufacturing.
 - d. Delinquencies in any installment shall accrue a delinquent charge at the rate of 1-1/2% of the unpaid balance per month (18% simple interest per annum) until paid;
 - e. Charges for installation, service, and parts are due upon receipt of invoice.
- 3. **Shipment:** Shipment dates are approximate and are determined from the date of acceptance of the written purchase order and forty (40)% down payment, and all manufacturing data. Proper types and quantities of test materials are to be supplied by the Purchaser at its cost, including all freight and associated charges. No responsibility is assumed by Seller for delays caused by strikes, fires, flood, delays of carrier or from unanticipated testing or engineering problems or other causes beyond Seller's control. Shipments delayed by Purchaser will become due for payment when equipment is ready for shipment per the normal terms.
- 4. **Change Order:** Purchaser agrees that any change in specifications, product, or packaging materials after original order is entered may delay completion of order and require an additional charge as determined by the Seller.
- 5. **Acceptance Upon Delivery:** Upon delivery, Purchaser shall have reasonable opportunity to inspect the machinery. Said inspection to be completed within one week from receipt of machinery. Unless Purchaser notifies Seller, in writing, within one week of receipt of equipment at destination of any non-conformity or other objection, Purchaser shall be deemed to have accepted the machinery and be obligated for the terms of payment. Seller shall have the right to correct any applicable non-conformity, excluding damage caused in transit, of which Purchaser notifies Seller. Thereafter, acceptance shall take place within one week after correction of the non-conformity.
- 6. Claims: The Seller assumes no responsibility for and will not be liable for loss or damage to blueprints, drawings, samples, or any material of any kind furnished by the Purchaser. The Seller assumes no responsibility for damage to product or materials or loss of finished product during testing, training, or break-in period of equipment.
- 7. **Patents:** In the event any patent infringement suit is threatened or instituted against Purchaser by reason of the use of the equipment herein ordered, the Purchaser agrees to notify Seller, in writing, within one week of such occurrence. On receipt of this notice, Seller agrees to, at its expense, replace or modify the machinery to correct the infringement or secure rights to continued use of the machinery by the Purchaser or defend such suit on behalf of the Purchaser or remove the equipment and refund purchase price less a use factor of 20% per year from date of installation. In any event, the total liability of the Seller shall not exceed the selling price of the equipment involved in the infringement.
- 8. **Accident:** Purchaser agrees to notify Seller within one week of any accident involving use of said machinery which results in property damage or personal injury, and Purchaser agrees to indemnify and save Seller harmless from any claims for property damage or personal injury where safe, proper and prudent procedures in connection with the use of said equipment by Purchaser, Purchaser's agents, or employees have not been followed or when such damage or personal injuries are due to modifications made to the machinery which have not been specifically made by the Seller.
- 9. **Title And Risk Of Loss:** Title of the goods shall only pass to the Purchaser upon full payment by the Purchaser to the Seller as per the terms of the contract. The equipment is sold F.O.B. Seller's plant, or F.O.B. point of release to shipper, and the risk to the Purchaser shall pass to the Purchaser upon delivery by Seller to a common carrier or to Purchaser's carrier for shipment. Purchaser will bear the risk of any loss, deterioration, or damage from the F.O.B. point onward. Purchaser to have equipment covered by extended insurance protection until paid in full.
- 10. **Packaging Materials:** Packager must determine its packaging material specifications. Seller extends no warranties expressed or implied for specifications of the packaging materials to run on equipment associated with this order. Seller, when requested, will assist Purchaser to recommend physical dimensions and operating characteristics for the packaging materials. This in no way makes Seller liable for any losses, costs, forfeitures, and/or damages including loss of profits, liability of the Purchaser to its customer(s) or third persons and all other damages whether direct or indirect which might be claimed as a result of the assistance given.
- Warranties: THE SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTY EXCEPT THAT EXPRESSLY GIVEN HEREIN. Seller warrants that said equipment is of manufacturer's standard quality and meets international industries standards. Seller's sole obligation under this warranty is limited to furnishing new parts without charge where a defect in workmanship or mechanical equipment develops within 12 months from date of shipment and Seller is notified, in writing, to that effect within one week after occurrence. Seller will determine, based upon examination of said parts returned to Seller prepaid, whether there is in fact a defect in workmanship or mechanical materials. Freight and installation of replacement parts will be made at Purchaser's expense. Replacement of the parts shall not extend this warranty. Electrical components are excluded from this warranty. Ilapak warrants the electrical components to the extent of the electrical part manufacturer's warranty. All electrical parts are subject to evaluation by the manufacturer. Manufacturer will determine, based upon examination of said electrical parts returned to Seller prepaid, whether there is in fact a defect in workmanship or materials. Freight and installation of replacement parts will be made at Purchaser's expense. It is further understood that Seller may not have special knowledge of the Purchaser's operations or requirements, and Purchaser agrees that Purchaser is buying the said machinery because Purchaser has determined its suitability for the purpose for which the Purchaser intends to use it.
- 12. **Insolvency, Cancellation, Recovery Of Goods:** The Seller shall be entitled to cancel the contract with the Purchaser by written notice (without prejudice in any other rights than accruing) if the Purchaser shall:
 - a. Suffer a distress or execution to be levied against its goods;
 - b. Have a winding up order made against it or pass a resolution to wind up (other than for the purpose of amalgamation and reconstruction);
 - c. Stop any payment or cease or threaten to cease to carry on its business;
 - d. Have a Receiver appointed to its undertaking or any of its property or assets.

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Nothing in this clause shall prejudice the right of the Seller in any such circumstances or in the event of non-payment for the goods from the Purchaser where title has not passed, and for this purpose, the Purchaser expressly gives the Seller (and its employees, agent and sub-contractors) all necessary rights and licenses to enter the Purchaser's property for the purpose of removing the goods.

- 13. **Taxes:** Any tax imposed by any present or future law on the sale of the equipment herein proposed shall become the responsibility of the Purchaser.
- 14. **Cancellation:** This order is not subject to cancellation by Purchaser after acceptance by Seller without written permission by Seller. In the event Seller gives permission to Purchaser to cancel, Purchaser agrees to pay all costs including pro-rated overhead cost and expected profits up to the time of said cancellation.
 - 15. Law: The terms and provisions of this sale shall be governed by the laws of the Commonwealth of Pennsylvania.
- 16. **Agreement:** This proposal and/or order when accepted by the Seller shall constitute the entire agreement between Purchaser and Seller and may not be altered or modified except in writing signed by the parties hereto, and supersedes all other statements.

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SIGNATURE PAGE

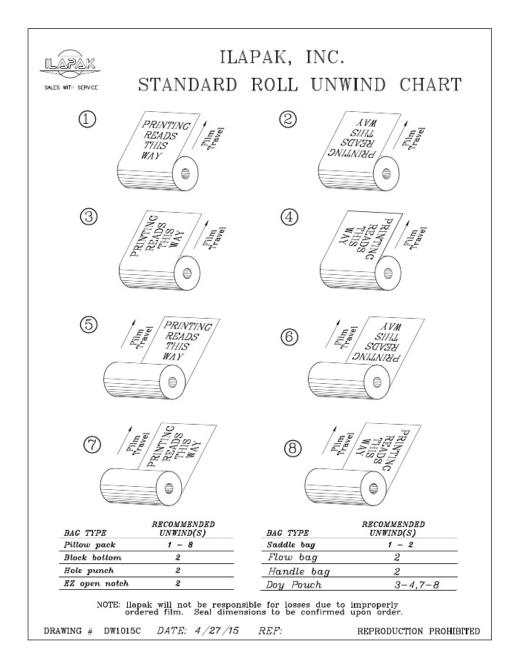
We have read, understood and are in agreer	nent with the content of all the pages contain	ned in this Proposal.
Customers Signature of Acceptance:		
Name and Position:		
Company:		
Place & Date:		

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APPENDIX 1 – STANDARD ROLL UNWIND CHART



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