Quotation # NEWBILT SINGLE # 240620-04

Vinyl record extrusion & pressing equipment

for the record NEWBILT machinery

www.newbilt-machinery.com

June 20th, 2024

B4L
Att. Mr. Arjen Helder
Mooban the masterpiece 44/59
23100 Chiang Mai
THAILAND

POS #	QTY	QTY/Unit	Description	Euro per	EURO
1	1		**NEWBILT SINGLE 2.1 SYSTEM incl.**	132.470,00 €	132.470,00 €
		1	NEWBILT extruder VEX 50, 45° mounting		
		1	NEWBILT press HRP 12		
			incl. Steam-/water valve input		
			incl. Steam-/water valve output		
			incl. Steam/Water hose mold to valve		
			incl. Steam trap		
		1	Hydraulic aggregate, 11/15kW		
1.1	0		Additional NEWBILT press HRP 12	50.170,00 €	0,00 €
1.2	0		Additional NEWBILT extruder VEX 50, 45° mounting	50.170,00 €	0,00 €
2	1		**NEWBILT Vario Base Trimmer for 12" cuttings**	8.580,00 €	8.580,00 €
2.1	1		NEWBILT Vario Trimmer Upgrade for 7" and 10"	Incl.	Incl.
3			**Mold & Mold Parts**		
3.1	1		180 gr. 12" NEWBILT Book Mold **Set**, made in Germany	10.640,00 €	10.640,00 €
3.2	0		Additional 140 gr. 12" Insert **Set** for NEWBILT Book Mold (spare purposes)	6.910,00 €	0,00 €
3.3	0		Additional 7" Insert **Set**, incl. cake form and clamping ring, for NEWBILT Book Mold, made in Germany	7.510,00 €	0,00€
3.4	1		Starter – Kit Spare & Wear Parts for NEWBILT Book Mold Set	540,00 €	540,00 €
4			**Additional Parts**		
	0		Steam pressure regulator 180°C, 10-16 bar	2.950,00 €	0,00 €

Total value **152.230,00 €**

NEWBILT machinery GmbH
St.-Joeris-Str. 34, D-52477 Alsdorf
iPhone: +49 160 94868533 / e-mail: jhelm@newbilt-machinery.com
Chamber of Commerce reg. # HRB 20012 / VAT # DE- 354.230.761
Bank wire details: Sparkasse Düren IBAN DE50 3955 0110 1200 9151 79 SWIFT/BIC SDUEDE33XXX

OFFER CONTENT!

The scope of supply mentioned before will not include:

- steam hoses - steam generator => presses
- cooling water hoses/tubes
- hydraulic hoses - hydraulic unit => presses
- pneumatic hoses

With every install it is imperative that each machine is commissioned by a qualified engineer with adequate training on NEWBILT machinery. Any first install, in particular as our machines that innovation isn't present in other vinyl pressing equipment, must have a NEWBILT engineer present to indemnify all parties from transport damage, commission the machine, make all final adjustment and carry out an equipment handover before training the plant operators. Subsequent installations can be either assisted or unassisted installs depending on the skill of the responsible personnel at the plant.

Failure to commission the equipment according to the above and our Terms & Conditions affects the warranty claims in case of transport damages or damages due to improper commissioning or operation of the equipment. The full NEWBILT manufacturer's warranty and liability will take affect only once the commissioning and handover documents are completed and signed by both parties.

NEWBILT machinery will assist the installation at site for up to five (5) days incl. travelling time.
The buyer will cover all travel expenses, accommodation and local transportation cost for the NEWBILT machinery technicians. Any additional installation assistance, commissioning and training effort will be charged according NEWBILT SERVICE – table of cost 2023 as attached.

Delivery terms : ex works Alsdorf, Germany, unpacked
Payment terms : 50% at order, balance payment due at announcement of readiness for shipment plus legally valid VAT (if applicable)
General terms : our general Terms & Conditions **as attached** apply to all our offers/contracts
Delivery time : TBD, approx. Q3. 2024

Please kindly note!
Due to the current procurement situation on the market, it might be possible that the specified delivery date can't be met and needs to be postponed.
The delivery date specified by us is based on the information provided by our suppliers. The date listed by us therefore is not binding and may differ.

This offer is valid (binding effect) until July 20th, 2024!
Should there be any cost increases before signing a binding contract, NEWBILT-machinery will be entitled to increase the prices appropriately by means of notification in written form. In this case, NEWBILT - machinery shall be obliged at the customer's request to disclose the facts which cause the price increase.

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Scope of delivery description

NEWBILT extruder VEX 50, 45° mounting:

- Electrically heated. Three controllable temperature zones.
- Air cooled with two electric fans
- Water cooling ring at granulate hopper.
- Screw diameter: 50mm, rigid and specially treated for enhanced durability.
- Cylinder inner diameter: 50mm
- Nozzle heated separately
- Motor: 7,5 kW, 400Volt, Frequency Converter Control
- Bevel helical gearbox, connected to engine via direct drive.
- Steel frame with sheet metal covers.
- Electrical control cabinet with Siemens SIMATIC and touch screen.

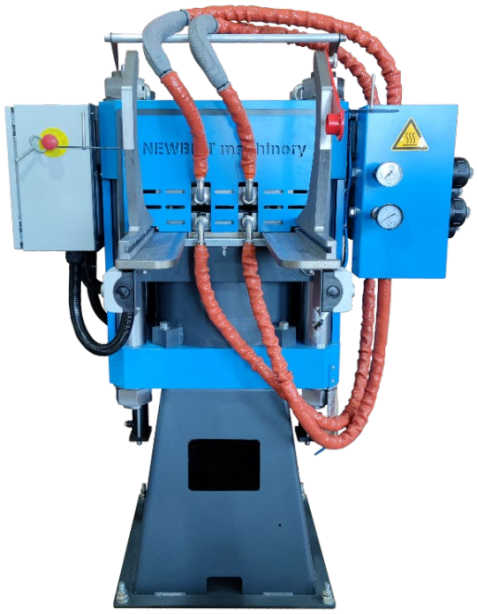


Technical information and pictures with subject to changes without prior notice!

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NEWBILT press HRP 12:

- Four column rack on sheet metal stand with adjustable shock absorbing machine feet.
- Single Ø 330 mm hydraulic cylinder, single acting. Hydraulic retraction cylinders on each side for precise positioning.
- Maximum press force: ca. 150 tons
- To easily replace stampers, feed raw material and take out of the record a double acting pneumatic mold actuator is installed.
- Process is controlled with a Siemens SIMATIC control unit, time based; it starts by pressing two safety switches.



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NEWBILT hydraulic aggregate, 11/15kW for Duplex System:

- Motor: 11/15KW, 400Volt, 50Hz/60Hz
- Pump: 32 Liter/min
- Hydraulic fluid cooling system
- Filter unit
- Valves
- Gas loaded accumulator 50 Liters
- Tank hydraulic fluid: 250 Liter
- Up to 200 bar working pressure



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NEWBILT Steam-/Water- Valves in-/output, incl. steam trap:

- Feed forward: separated steam and water cycles, pneumatically controlled. One per mold needed (upper and lower side)
- Feed backward: pneumatically controlled, single steam/water cycle valve. One per mold needed.
- 1” connection steam/water supply
- ½” connection to mold
- Incl. steam trap 1” connection

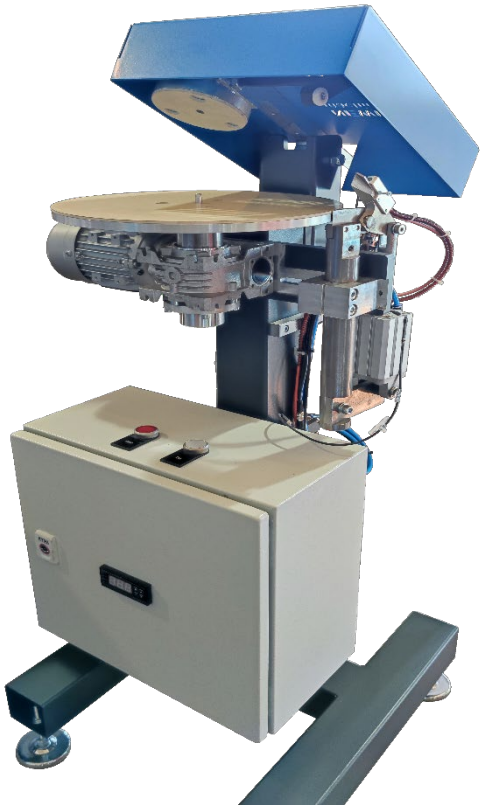


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NEWBILT Vinyl Record Trimmer

- Build up on proven Toolex Alpha cutting knife technology
- All actions and reactions will be PLC controlled by Siemens LOGO
- Standard trimmer is a 12” trimmer version
- VARIO trimmer able to be adjusted for
  - 7”
  - 10”
  - and 12” trimming
- the picture shows the 12” standard trimmer

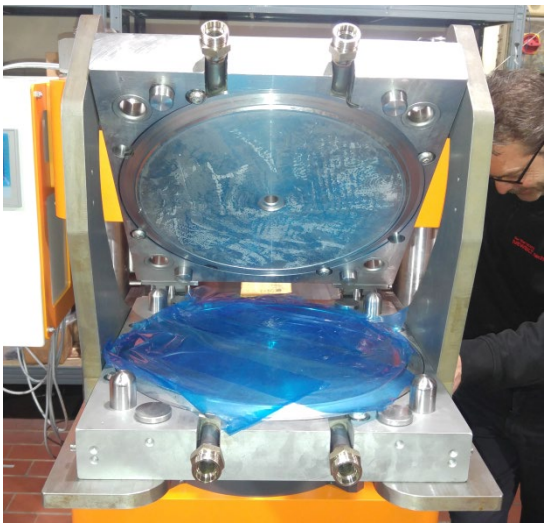


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NEWBILT Book Mold:

- 12” book mold for record production;
- center pocket 1.250”,
- approved TOOLEX profile with especial designed cooling channels
- mold installed as an insert
- mold with Brandenburger heat isolation plate
- Available for the following formats:
    - 12” 140 gr. book mold
    - 12” 160 gr. book mold
    - 12” 180 gr. book mold
    - 10” book mold





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General Terms & Conditions

1. General information, scope of application

(1) Our Terms and Conditions of Sale shall apply exclusively; we do not accept any terms and conditions of the customer that contradict or deviate from our Terms and Conditions of Sale, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

(2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

(3) Our General Terms and Conditions apply only to entrepreneurs.

(4) In the following, "in text form" means in writing, by fax or by e-mail.

2. Offer and conclusion of contract, offer documents

(1) Our offers are subject to change and non-binding. We always and exclusively manufacture according to order. The contract is usually concluded in text form. A deviation from this regulation requires a separate agreement in text form.

(2) All messages, information, values and other content contained in catalogues, brochures, websites and other documents are always non-binding, unless they have been expressly designated as binding in an offer or contract.

3. Prices, terms of payment

(1) Our prices are in EUR. Unless otherwise contractually agreed, our prices are "ex works", excluding packaging; this is agreed separately and invoiced. Likewise, possible services for training, installation, commissioning, maintenance and other support activities are separately agreed and invoiced. The customer always bears the costs for customs, freight forwarders, import sales tax and other costs such as separate transports from the border, etc.

(2) The statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing. The deduction of a discount requires a special agreement in text form.

(3) Unless otherwise contractually agreed, 50% of the purchase price is to be paid with the order, and the other 50% before the dispatch of the machines or systems (hereinafter "Goods“) is due for payment. If the customer fails to meet the payment deadlines, all legal consequences of late payment shall occur without the need for a separate reminder.

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(4) The customer understands and expressly accepts that a deposit provided for in the offer is required for the purchase of means of production (use of goods). Should the customer fail to make the down payment on time, even despite acceptance of an offer and/or confirmation thereof, the capacity reserved for the customer can be made available to other customers.

(5) The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The customer is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. In the event of a defect, the customer has a right of retention with regard to the purchase price only in an appropriate amount, which depends on the type of defect and the impairment of use.

(6) Should cost increases occur before delivery of the goods, we are entitled to increase the prices appropriately by notification in text form. In this case, at the request of the customer, we are obliged to disclose the facts that have caused the price increase.

4. Delivery time, delivery

(1) The beginning of the delivery time specified by us requires the clarification of all technical questions. Compliance with our delivery obligation also presupposes the timely and proper fulfilment of the customer's obligation. The objection of the unfulfilled contract remains reserved.

(2) The delivery period is agreed individually, unless this is specified by us when accepting the order. The delivery date is met when leaving the factory, unless otherwise agreed. If the delivery date promised in text form is exceeded on a certain calendar day, the customer must grant a reasonable grace period of at least 4 weeks.

(3) We strive to meet the delivery deadlines. Our delivery obligations and any promised delivery times are always subject to our own correct and timely delivery by our suppliers. At the request of the customer, we will disclose the facts, which is the basis for our late delivery or non-delivery. If unforeseeable circumstances, events of force majeure or other unforeseeable obstacles to our business operations or our suppliers, which cannot be avoided by us or our suppliers despite the reasonable care taken in the circumstances of the case, should occur and these lead to a delay in delivery by us or by our suppliers, the delivery dates agreed with the customers will be postponed by a reasonable period of time. In all other respects, the statutory provisions apply.

(4) Delivery periods always begin with the day of receipt of the down payment agreed on. If parts or documents that are necessary for the complete processing of the order are to be provided by the customer, the beginning of the delivery period is postponed to the day of receipt of these items.

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(5) We are not liable for damages or other breaches of duty that are based on failure to meet the delivery deadline or reduced or poor performance, insofar as this is legally permissible.

(6) Should there be cases of force majeure (e.g., strike, lockout, shortage of raw materials or energy, epidemics, pandemics and operational disruptions of all kinds) or other circumstances, such as those in the area of the suppliers, we are exempt from our delivery obligation for the duration of the disruption and to the extent of its effects. Any liability in this regard for possible late, non- or poor performance of the contract is excluded. We undertake to inform the customer immediately in text form if it becomes apparent that the agreed delivery time cannot be met.

(6) Should facts become known after the conclusion of the contract which make the consideration of the customer appear to be at risk due to its lack of performance and/or creditworthiness or deterioration of his financial circumstances, we may refuse delivery. In this case, the delivery will only take place if the customer provides advance payment or provides appropriate collateral.

(7) We are entitled to set the customer a reasonable deadline for advance payment, payment of the deposit or the provision of collateral and to withdraw from the contract after fruitless expiry of a set deadline. If the buyer is late with acceptance, if it fails to cooperate or if our delivery is delayed for other reasons for which the buyer is responsible, we are entitled, as set out in Section 6, to compensation for damages or to rescission.

(8) We are always entitled to partial delivery to a reasonable extent.

5. Transfer of risk

Unless otherwise contractually agreed, delivery is agreed "ex works" (Incoterms 2023: EXW).

6. Rescission, compensation

(1) In the event of non-acceptance of goods by the customer or in the event of late payment, both with regard to down payments or other payment claims on our part, we have the right to rescind the contract after a fruitless expiry of the set deadline, and in the event that we have suffered harm, in accordance with the legal regulations, claims for damages. In any case, the compensation for damages includes the investment of goods used for the order. If a down payment has been made, we can withhold it in the amount of the used goods as well as other damages and expenses. We reserve the right to prove greater damages. In all other respects, the statutory regulations apply.

(2) If there is only a minor defect, the right of rescission on the part of the customer is excluded.

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7. Liability for defects

(1) The limitation period for claims for defects is 12 months, calculated from the delivery of the delivered goods. The prerequisite for the emergence of warranty claims is that the customer has stored the goods properly and has agreed to our maintenance recommendations and has performed them in a verifiable manner in the regular periods.

(2) The customer is aware that the functionality of the goods requires the installation and commissioning thereof. If the customer has not installed and put into operation the system in its possession for a period of 50 days, the customer loses its warranty claims. The installation and commissioning is the responsibility of the customer. Attention is drawn to the option of our timely, chargeable commissioning for installation in order to avoid the loss of warranty claims.

If, after an inspection of the system carried out by us, we come to the conclusion that the system is still free of defects after the aforementioned period, we can, at our discretion, offer the customer a new warranty in writing. If the inspection reveals that the system or its parts are defective after the aforementioned period, we can offer the customer repair or new delivery under new conditions in a separate contract at our discretion.

(3) If there is a defect in the purchased item during the warranty period, we will, at our discretion, remedy the defect according to the conditions below or provide a replacement against return of the defective goods or subsequently reduce the purchase price. In any case, we must be granted a reasonable period of time to make repairs or replacement deliveries. The customer assures us that it will not return any delivery items without prior authorisation for return and corresponding shipping instructions. We would like to point out that the customer can request that we send our staff or suitable third parties commissioned by us to the buyer's place of business for this purpose. In this case, the buyer undertakes to reimburse us for all costs incurred in this case. In the case of the dispatch of spare parts in warranty cases, DAP applies (Incoterms 2016: agreed place of delivery in the importing country).

Should there be possible claims against third parties, in particular transport companies, we can demand that claims against us are only asserted after the third party has unsuccessfully appealed to the courts.

(4) We are entitled to refuse the repair until the customer pays a reasonable part of the total purchase price with regard to the existing defect, in particular for the non-defective parts. The subsequent performance is deemed to have failed after two unsuccessful attempts.

(5) Should the supplementary performance be carried out by the dispatch and/or transport of spare parts, the customer shall bear the costs incurred as a result. In the case of personal performance of the supplementary performance at the customer's location by us, the customer must bear the costs incurred, in particular arrival and departure, accommodation and meals.

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(6) If the defect is not reported to us immediately after its occurrence and thus our possibilities for rectification have been restricted, the customer cannot assert any warranty claim.

(7) The warranty is void if the items delivered by us are not used for their intended use and/or are used in unusual operating conditions and/or spare parts not recommended by us are used, as well as in case of improper storage and maintenance, in particular in case of violation of our maintenance recommendations. This also applies if the items have been processed, handled improperly in any other way, as well as in the event of accident, misuse, neglect, alteration, improper installation, unauthorised repair or improper examination.

(8) We are liable without limitation for intentional acts and gross negligence, as well as in accordance with the Product Liability Act. For slight negligence, we are liable for damages resulting from injury to life, body and health of persons.

Otherwise, the following limited liability applies: In the event of slight negligence, we shall only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. The limitation of liability also applies for the benefit of our vicarious agents.

(9) The warranty does not cover parts such as closures, seals, liquids, lubricants and plastic parts. This also applies to all press forms, which, however, can be covered under a separate guarantee if the parties agree on this.

(10) Unless otherwise stipulated above, liability is excluded. We are not liable for lost profits or other financial losses of the customer. We are also not liable for advice and information, unless these have been expressly agreed by contract.

(11) Liability for both parties is in any case limited to the amount of the price of the goods on which our contractual offer is based.

(12) Insofar as our liability for damages is excluded or limited, this also applies with regard to the personal liability for damages on the part of our employees, workers, employees, representatives and vicarious agents.

9. Confidentiality, know-how protection

(1) Within the framework of the business relationship, it is possible for our customer to gain knowledge about our internal and protectable know-how. However, this also includes other information regarding our company, in particular the products, functionality and their technical structure.

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Knowing this, the customer expressly undertakes as follows:

- Our know-how, as well as other information relating in particular to the technical structure and the production process of our goods, must be treated as strictly confidential.
- If we have given protected production systems, machines, documents, components, specifications, manuals and other items and information to the customer, we hold the copyright to these. The aforementioned information must always be treated confidentially.
- It is strictly forbidden to open, remove, disassemble and/or recreate the aforementioned objects by means of so-called reverse engineering without prior written permission, for example to explore our process and trade secrets. It is also prohibited to pass on corresponding information and items to third parties or to use the information.
- The protected information may only be made accessible to groups of persons who, in the context of the purpose of the contract, must necessarily gain insight into the information mentioned. Before the customer makes the know-how available to its employees, it will inform the employees that the know-how is confidential and that they are under the same confidentiality obligation, are in accordance with the provisions of this clause.
- We reserve proprietary rights and copyrights to the data, samples, drawings, illustrations, calculations and other documents transmitted by us to the customer, the transfer of which is not part of the purpose of the contract. This also applies to such written documents that are designated as "confidential". Before passing them on to third parties, the customer requires our express written consent.
- The above-mentioned obligations also apply after termination of the business relationship.

(2) The confidentiality obligation does not apply to information concerning which the customer can prove by written documents, documents or obviously that the customer was aware of it at the time of disclosure or that it was not disclosed to it by a third party in violation of a confidentiality obligation.

10. Patent rights of other parties, intellectual property rights

(1) In particular, if the equipment referred to in this Agreement is used in the production of vinyl records, certain functions, techniques or other aspects of the equipment may have relevant reference to patents or copyrights of other parties. However, the sale of this equipment does not in any way mean that licenses or other rights are granted for the use of these patents or copyrights for the production of vinyl records. The customer is solely responsible for obtaining any necessary licenses or other rights for the production of vinyl records.

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(2) All property rights, in particular trademarks, designs, slogans, logos, designs and similar rights, including all associated value of the enterprise, are our sole property. The buyer may only present these rights to the outside world or otherwise use them within the scope of the purpose approved by us.

11. Prohibitions of assignment

All the rights or obligations of the parties arising from this contractual relationship may not be transferred, assigned or encumbered without the written consent of the other party.

12. Retention of title

(1) We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and the ongoing business relationship. The goods subject to reservation of title must be properly stored separately from the property of the customer and third parties and marked as our property. In the event of a breach of contract by the customer, in particular in the event of late or non-payment, we are entitled to take back the purchased item. The taking back of the purchased item by us constitutes rescission of the contract. After taking back the purchased item, we are authorised to use it, and the proceeds of use are to be offset against the customer's liabilities – minus reasonable costs of use.

(2) Reselling of the goods requires our express written consent. If this consent is granted, the buyer hereby assigns the claims arising from the resale to us in full as security. The customer is then revocably authorised to collect the assigned claim from the resale on our behalf. In this case, we undertake to release the collateral to which we are entitled at the request of the customer to the extent that the realisable value of our collateral exceeds the claims to be secured by more than 20%; the selection of the collateral to be released is up to us.

(3) Processing and processing of the goods always takes place for us, excluding the acquisition of ownership by the processor or processor, but without obliging us.

(4) If the goods are mixed, combined or processed with other objects, the customer, unless we have already become co-owners of the new object in the ratio of the value of the goods subject to retention of title (purchase prices) to that of the other goods at the time of combining, mixing or processing, hereby assigns to us its right of ownership or co-ownership and ownership of the new whole.

(5) We already now prohibit the pledging and transfer of our property/co-owned property by way of security.

13. Disputes, place of jurisdiction, place of performance

(1) The law of the Federal Republic of Germany applies; however, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.

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(2) The parties shall endeavour to resolve all disputes by mutual agreement. Should an out-of-court settlement prove impossible, the place of jurisdiction for disputes arising from the contractual relationship is Aachen; however, we are also entitled to sue the customer at its place of residence.

(3) Unless otherwise stated in the order confirmation, our place of business is the place of performance.

(4) Should individually provisions of these General Terms & Conditions be or become invalid, this shall not affect the validity of the remaining conditions. The invalid clause shall be replaced by a provision that comes as close as possible to the intended purpose of the invalid provision.

For approval buyer	For approval seller
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: _____	Name: Erwin Neubauer
Title: _____	Title: Managing Director NEWBILT machinery GmbH

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