Attn: Buyer

Thank you for your order. Please read and understand the sales contract. Print two copies of the contract, fill in the underlined blanks, initial each page, date, and sign the contract. Mail us the two copies of the contract along with a 25% Deposit. We will sign and initial one copy and return it to you for your records. If you have any questions, please do not hesitate to call us at 412-563-4641 or email us at sales@digirout.com

Buyer's Initials:

## CONTRACT FOR SALE OF GOODS

Seller:						
Name	DigiRout CNC, LLC					
Address	2366 Lin Point Ct					
City	Sewickley		State	PA	ZIP	15143
Phone	412-563-4641			Email	Sales@digiro	ut.com
Buyer:						
Name		Company				
Address						
City			State		ZIP	
Phone				Email		@

This Contract is made between the Seller and the Buyer listed above. The Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the goods described below:

Qty	Description	Unit Price	TOTAL			
1	DR-1048 DigiRout 4'x8'x4" cutting CNC Router Kit Includes: 3 Axis Motors & Microstepping Drives, Two Long Y Axis Rail Aluminum Extrusions, One Vertical Z Axis Aluminum Extrusion, X Axis Bridge Aluminum Extrusions, X, Y, & Z Axes Radial Bearings, X, Y, & Z Axes Linear Bearings & Shafting, X & Z Axes Leadscrews & Nuts, Dual Y Axis Rack & Pinion Drives, 2.5"x2.5"x1/4" Pre-drilled Steel Angle Gusset Parts, Motion Control Software, Cable Carrier, Wiring & Limit Switches, HTD Belting and Gears, Cross Shaft, & Assembly Bolts.	\$4,800.00	\$4,800.00			
	SW-VCR Vectric VCarvePro CAM generator	\$600.00	\$00			
	SW-CUT2D Cut2D CAM Software	\$150.00	\$00			
	ST-4804 Bolt Together Steel Angle Table	\$400.00	\$00			
	PC-3.25 Porter Cable model 7518 router & mounting brackets	\$500.00	\$00			
	AS-Wire Wire & Test Electronics	\$200.00	\$00			
	SW-CUT3D Cut3D CAM Software	\$300.00	\$00			
	AS-Comp Complete Pre-Assembly	\$1,000.00	\$00			
	SW-PHOT Vectric Photo Carve CAM generator	\$150.00	\$00			
		\$00	\$00			
	<del>_</del>	\$00	\$00			
	<del>_</del>	\$00	\$00			
	<del>_</del>	\$00	\$00			
	<del>_</del>	\$00	\$00			
<u> </u>	I	SubTotal	\$00			
	F.O.B. Pittsburgh	\$ <u>,</u> .00				
	Taxes					
		DISCOUNT	\$00			
	TOTAL					

25% Deposit due at order entry, Balance before time of Shipment

**Payment**. Upon signing this Contract, Buyer shall pay Seller a deposit of 25% toward the total price as a precondition for Seller's performance. The balance is due upon completion of Buyer's order, before the machine leaves Seller's facility. The expiration date for Buyer to sign this Contract is June 28, 2008.

**Termination and cancellation**. Buyer may cancel and terminate this order provided that written notice of such termination is received by the Seller prior to the Seller's commencement of work on the within-described machine. In the event of such cancellation and termination, the Seller shall retain \$50.00 of the deposit paid hereunder to cover scheduling and handling charges. Termination of this Agreement after the Seller's commencement of work on the machine shall constitute default by the Buyer. Upon such default by the buyer, 15% of the Buyer's deposit may be retained by the Seller as liquidated damages unless the Seller otherwise notifies the buyer in writing within 30 days after such cancellation, in which case the Seller shall retain all other remedies in law and in equity.

**Default**. In the event of any default by the Buyer under this Agreement, the Seller shall be entitled to recover from the buyer all losses and costs of collection including, but not limited to, reasonable attorney's fees.

**Completion date**. The Seller will make every reasonable effort to complete the above-described goods and equipment by six weeks from time customer's 25% deposit has cleared to seller's bank account. On this date the machine will be ready at the Seller's place of business for shipment. The Buyer agrees to hold the Seller harmless for reasonable delays in completion due to causes other than the fault of the Seller.

**Delivery**. Unless otherwise agreed, delivery of the above-described machine and equipment shall be at the Seller's place of business F.O.B. Pittsburgh.

**Taxes**. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's responsibility except as limited by law.

**Buyer's commitment not to copy**. The Buyer hereby acknowledges that the design features of the DigiRout machine constitute property matters and that the reproduction of the DigiRout, or any other product manufactured by DigiRout CNC LLC is the exclusive property right of the Seller. Therefore, the Buyer undertakes, covenants, and agrees not to copy or reproduce the DigiRout or any other DigiRout CNC LLC products, either directly or indirectly, nor will the Buyer permit anyone acquiring or using the DigiRout or DigiRout CNC LLC product to copy or reproduce them. Buyer, for self, heirs, and assigns, covenants and agrees that violation of the foregoing constitutes an immediate irreparable injury, not compensable to damages alone and that, in the case of violation, the Seller shall be entitled to injunctive relief.

Limited Warranty. The goods sold hereby are warranted to be free of defects of workmanship or materials for a period of one year for mechanical parts and 90 days for electrical parts from the date of delivery. Buyer must report all claims under this warranty to Seller within said one year period for mechanical parts and 90 days for electrical parts. There are no other warranties, express or implied by contract, statute, or common law, or merchantability, fitness for a particular purpose, or otherwise. Modifications to the goods manufactured by the Seller are not covered by the Seller's warranty and may void the warranty. In all cases the Buyer's remedy for the breach of warranty shall be limited to repair of the goods, return of the goods and repayment of the price paid less depreciation, or replacement of the goods, all at the Seller's option. In no case shall the Seller be liable for any consequential damages, whether for personal injury or otherwise. To obtain warranty service, Buyer must deliver the goods freight prepaid to Seller's address. This warranty does not cover Buyer instruction, installation, or set up.

**Safety**. Due to the fact that DigiRout CNC has no control over the way it's products are installed or used, we hereby disclaim any responsibility whatsoever for the user's safety. **BE CAREFUL AND USE COMMON SENSE.** Use of this product requires knowledge of the machining art, mechanics, personal computers, and electrical/electronic subjects. It also requires large amounts of common sense and prudence. If you do not have this knowledge, do not use this tool. **All automated machinery is potentially dangerous.** A machine may start or move with no warning. It may move in totally unexpected ways or directions. Even a slow movement may be dangerous if it runs the cutter into a vise and creates a danger of flying projectiles. Personal Computers (PCs) are cheap, bare-minimum computers. They have no safety or reliability features as used on the more expensive 'Industrial Computers'. Systems that run on a 'PC' are subject to the vagaries of PC operation, i.e., unexplained glitches or WINDOWS/DOS crashes. Expensive industrial systems use very robust computers with various safety features and monitoring devices that help to prevent dangerous situations. However, PC's have none of these features.

## THEREFOR:

- DO NOT RUN MACHINE UN-ATTENDED.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:

- ALWAYS WEAR SAFETY GLASSES AND HEARING PROTECTION.

- ALWAYS KEEP TRACK OF WHAT YOUR MACHINE IS DOING AND BE ALERT FOR UNUSUAL NOISES OR MOVEMENTS.
- INSTALL AND USE GUARDS (ANTI-SHATTER POLYCARBONATE LEXAN PLASTIC OF SUFFICIENT THICKNESS) TO PREVENT INJURY FROM FLYING OBJECTS.
- NEVER PUT ANY PART OF YOUR BODY INTO ANY AREA OF TRAVEL WHILE MACHINE IS RUNNING. NOT ONLY IS THE CUTTING TOOL DANGEROUS, BUT ALSO THE MOVING GANTRY CAN CRUSH FINGERS AND HANDS.
- DO NOT ALLOW UNTRAINED PEOPLE TO USE THIS EQUIPMENT WITHOUT YOUR SUPERVISION.

- NEVER CONNECT OR DISCONNECT ANY WIRING WHILE UNIT IS ON OR PLUGGED INTO WALL.

- INSTALL AN EMERGENCY E-STOP BUTTON TO KILL POWER TO THE MACHINE (ROUTER, MOTOR DRIVE, AND PC).

- TAKE ALL APPROPRIATE PRUDENT SAFETY PRECAUTIONS SPECIFIC TO THE APPLICATION OF THE MACHINE.

- OWNERS OF ROBOTIC MACHINERY MUST COMPLY WITH THE FOLLOWING GENERAL INDUSTRY STANDARDS (LISTED AT <u>WWW.OSHA.GOV/SLTC/ROBOTICS/STANDARDS.HTML</u>):

- SUBPART J - GENERAL ENVIRONMENTAL CONTROLS, DELAING WITH LOCK OUT/TAG OUT

- SUBPART S ELECTRICAL
- SUBPART O MACHINERY GUARDING DEALING WITH GUARDING OF ALL UNSAFE LOCATIONS ON ANY MACHINE
- SUBPART I PERSONAL PROTECTIVE EQUIPMENT, INCLUDING EYE, FACE AND RESPIRATORY PROTECTION

- ALSO, A JOB HAZARD ANALYSIS DOCUMENT CAN BE DOWNLOADED AT

WWW.OSHA.GOV/PUBLICATIONS/OSHA3071.HTML TO AID YOU IN IDENTIFYING DIFFICULT TO RECOGNIZE, BUT

## POTENTIALLY DEADLY HAZARDS.

**Force Majeure**. Seller may, without liability, delay performance or cancel this Contract on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

**Miscellaneous**. This Contract is binding on all successors of the parties. This Contract contains the entire Agreement between the parties to which no modification shall be made except in writing signed by both parties. All provisions hereof are severable. This Contract is governed by Pennsylvania law.

Executed in duplicate, each of which shall constitute an original copy and receipt of which is acknowledged by the Buyer this \_\_\_\_\_th day of \_\_\_\_\_ 2008.

Buyer's signature\_\_\_\_\_

Seller's signature\_\_\_\_\_, DigiRout CNC LLC