

July 31, 2024

**County of Santa Barbara**  
**Attn: Carlyle Johnston**  
105 E Anapamu Street  
Santa Barbara, CA 83101

Re: Marborg

**ORDER CONFIRMATION:**

**OC#VD2024312**

**Reference NLA010802-3 (007992)**

Summary

Item #	Description	
1550	Modifications existing chain conveyor: new angled section, 2,500 mm ext.	Included
1560	Options/accessories baler, HBC120S(90kW)	
	Belt infeed hopper custom	Included
2000	Feed conveyor CC/2000*8000	Included
2010	Incline conveyor CC/1600*12300	Included
	Discharge chute (2x)	Included
2020	Switch box components	Included

<b>PROJECT COSTS AND ENGINEERING</b>	Included
<b>TRUESCAN 3D SCAN OF EXISTING EQUIPMENT</b>	N/A
<b>FREIGHT (INCLUDES DUTIES AT CURRENT LEVEL AND INSURANCE)</b>	Included
<b>MOBILIZATION AND TRAVEL</b>	Included
<b>REMOVAL OF EXISTING EQUIPMENT (BUT LEAVE ONSITE)</b>	Included
<b>TEMPORARILY MOVE EXISTING EQUIPMENT THAT IS BLOCKING ACCESS + RE-INSTALL AFTERWARDS</b>	Included
<b>UNLOADING AND INSTALLATION PREPARATION</b>	Included
<b>ELECTRICAL INSTALLATION</b>	Included
<b>MECHANICAL INSTALLATION</b>	Included
<b>INSTALLATION TO INCLUDE 1 WEEKEND</b>	Included
<b>INSTALLATION TO INCLUDE A DOUBLE SHIFT</b>	Included
<b>ADDITIONAL CHARGE FOR PREVAILING WAGES</b>	Included
<b>PROGRAMMING COSTS</b>	Included
<b>STARTUP AND TRAINING</b>	Included
<b>CRANE, FORKLIFT, SCISSOR LIFT RENTAL</b>	By Client
<b>CRANE, FORKLIFT, SCISSOR LIFT RENTAL TO INCLUDE WEEKENDS</b>	N/A
<b>COMPRESSOR (S) IF APPLICABLE</b>	N/A

## Technical Description

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***1550 Modifications existing chain conveyer  
006009-1550***

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The following is included:

- New angle section (from -15° to horizontal)
- Extended to an incline length of 20.000 mm
- Rubber belt extension (by alligator clips)

New dimensions:

Floor 1750 was 1750

Incline 20,000 at 30° incline ; was 17100 at 30°

Swan neck 1750 at 0°; was 2150 at -15°

Existing motor will be reused.

Supports will be re-used

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*1560 Options/accessories baler  
Type, HBC120S*

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*The baler will be delivered with the following fittings:*

**Belt infeed hopper**

Belt infeed hopper to provide a proper connection between baler and feeding conveyor.

**Electrical installation**

The electrical installation is equipped with components of Siemens.

**Remark:**

Existing belt infeed hopper will be replaced.

Existing dust cover will be removed and will not fit in the new layout.

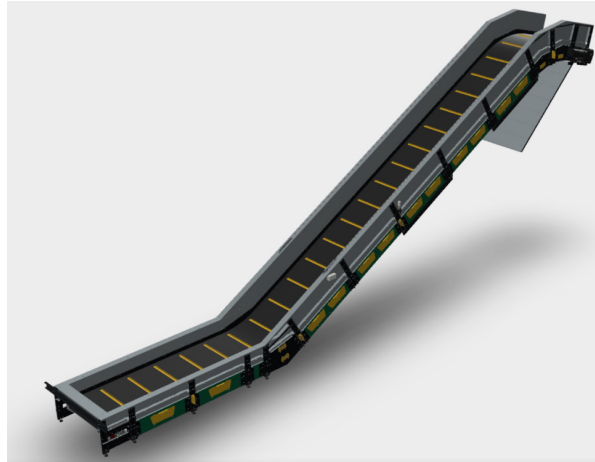
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**2000 Feed conveyor  
Chain conveyor, type CC/2000 \* 8000 - 0°**

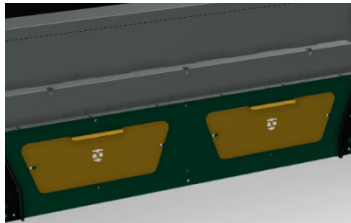
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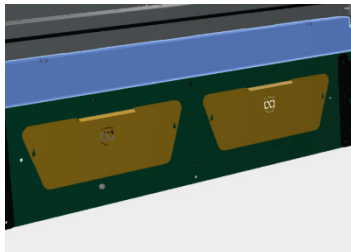
**Introducing Our Game-Changing Chain Conveyor Design: Enhancing Efficiency, and Aesthetics**

**We are thrilled to present our revolutionary, robust chain conveyor design that promises to transform your material handling operations. With a focus on maximizing uptime, improving maintenance accessibility, and enhancing overall efficiency and lifespan, our re-newed chain conveyor design is set to revolutionize the industry. Allow us to provide you with a description that brings these remarkable features to your facility:**



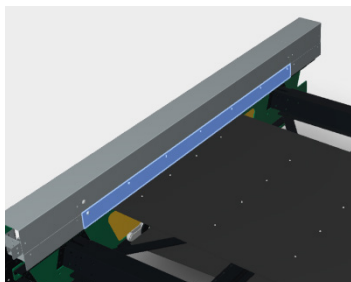
**Enhanced Maintenance Accessibility:**

Our renewed chain conveyor design features an increased number of maintenance hatches strategically placed throughout the conveyor. This allows for maximum access to the inside of the conveyor, enabling the maintenance team to carry out tasks with more ease and efficiency. By reducing maintenance time, your operation will experience minimal downtime, leading to enhanced productivity and increased profits.



**Removable Maintenance Cap:**

By reducing welding to a minimum, we have introduced an innovative removable maintenance cap, accessing the top chain has never been easier. This new feature ensures quick and hassle-free inspection, cleaning, adjustment, and replacement of the chain, saving valuable time during routine maintenance activities.



**Replacable Wear Strips:**

We understand the significance of wear strips in extending the lifespan of your conveyor system. That's why our renewed chain conveyor design incorporates easily replaceable wear strips positioned between the belt and sidewalls. This not only ensures optimal performance and reduced downtime but also minimizes maintenance costs in the long run.



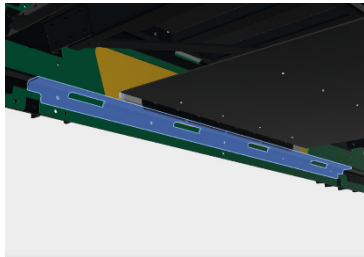
#### **Safer Underplate Protection:**

Safety is our utmost priority, which is why our chain conveyor design includes improved underplate protection. This feature guarantees enhanced worker safety by preventing accidents whilst installing or opening these panels. This improvement creates a safer work environment, boosting employee morale and overall productivity.



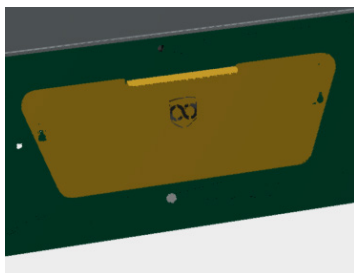
#### **Integrated Cable Guiding:**

Say goodbye to messy and tangled cables. Our chain conveyor design integrates a state-of-the-art cable guiding system inside the updated sidewalls. This thoughtful inclusion ensures that cables are neatly organized and protected, minimizing the risk of damage or entanglement. Enjoy a clutter-free and efficient workspace, facilitating smoother operations within your facility.



#### **Debris Releasing Gaps:**

Our renewed chain conveyor design includes strategically placed debris releasing gaps along the chain rails. These gaps facilitate the release of debris or contaminants that may accumulate during operation, reducing debris buildup and reducing wear on the rails as well as the need for frequent maintenance interventions.



#### **Aesthetic Appeal:**

Beyond its unparalleled functionality, our renewed chain conveyor design also boasts a modern and appealing aesthetic. We understand the importance of a visually pleasing workplace, and our design team has carefully crafted a conveyor system that combines functionality with an attractive appearance. Elevate the overall ambiance of your facility and leave a lasting impression on clients and visitors alike.

**In conclusion, our re-imagined chain conveyor design offers a host of game-changing features that will transform your material handling operations. Experience lower maintenance costs with our innovative design. From increased accessibility for maintenance tasks to advanced safety measures and a visually appealing design, our system is designed to revolutionize the way you handle materials.**

**Technical (belt package) specifications:**

The chain is a 6" hollow bolt chain with a roll diameter of 66.7 mm and a breaking strength of 24,000 pounds. Between the chains, box sections (100 x 60 mm, wall thickness 4 mm) have been screwed every 300 mm as belt carriers, to which the rubber belt is attached. The belt carriers can be replaced without interrupting the chain. The installation comes with chain wheels of 398 mm and with 8 teeth.

The chain belt carrier is driven by an SEW motor reductor mounted on the shaft. The drive shaft is mounted on two self-adjusting ball bearings. Rubber buffers protect the motor against initial jolts.

The chain is tensioned by two tension bearings which have been placed in the tension section. The bearings have been greased for at least 10,000 hours of operation and therefore require very little maintenance.

The reversing shaft has a diameter of 60 mm. The drive shaft has a diameter of 90 mm.

The rubber canvas of the belt, type SF 250, has been given a top layer of 3 mm, a bottom layer of 1 mm, and 2 inside layers. Total thickness is 6.2 mm. The canvas is resistant to wear and tear. Belts that are resistant to oil and grease are optionally available.

***Chain conveyor, type CC/2000 \* 8000 - 0°***

Belt width	- 2000 mm.
Belt length	- floor length                      8000 mm.
Side height	- floor                                      800 mm.
Motor	- SEW or equivalent 4 kW (5,5 HP) - KA87/20.
Belt speed	- 8 - 24 metre/minute. - the motor is used with a frequency regulator to be able to control the speed.
Belt direction	- the belt direction can be reversed.
Degree of protection	- IP-54.
Rubber canvas of the belt	- Type 250/2, 3+1, 2 inside layers with a top and bottom layer, total thickness is 7,1 mm. All layers are resistant to mineral oil and grease.
Grippers	- every 900 mm an angled steel, height 50 mm.
Color	- RAL 6024 (traffic green).

***The conveyor will be delivered with the following fittings:***

- Protection at the underside of the conveyor over a length of 1000 m to avoid touching moving parts.
- Protection of the drive shaft against being touched on the outside.
- Belt supports under the rising section of the belt up to floor level.
- An infeed chute on the starting side of the belt.

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**2010 Incline conveyor**  
**Chain conveyor, type CC/1600 \* 12300 - 35°**

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(for description, please see pos. 2000 Feed conveyor)

***Chain conveyor, type CC/1600 \* 12300 - 35°***

Belt width	- 1600 mm.
Belt length	- floor length 5900 mm; rising length 6400 mm;
Side height	- floor 800 mm; rise 800 mm;
Motor	- SEW or equivalent 7,5 kW (10 HP) - KA107/20.
Belt speed	- 8 - 24 metre/minute. - the motor is used with a frequency regulator to be able to control the speed.
Belt direction	- the belt direction can be reversed.
Return brake	- the motor is equipped with an electromagnetic return brake.
Degree of protection	- IP-54.
Rubber canvas of the belt	- Type 250/2, 3+1, 2 inside layers with a top and bottom layer, total thickness is 7,1 mm. All layers are resistant to mineral oil and grease.
Grippers	- every 600 mm an angled steel, height 100 mm.
Color	- RAL 6024 (traffic green).

**The conveyor will be delivered with the following fittings:**

- Protection underside to at least 2500 mm above floor level.
- Protection of the drive shaft against being touched on the outside.
- Runners have been mounted in the frame in a number of positions to guide the chain sideways in these spots.
- Belt supports under the rising section of the belt up to floor level.
- An infeed chute on the starting side of the belt.
- **Discharge chute (2x)**



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### ***2020 Switchbox components***

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The motor is supplied without a switchbox. We supply the motor groups for 2 motors so they can be installed in an existing switchbox or in one to be supplied by you. We also provide the cables from the box to the motor. The above-listed components, diagrams and cable (where applicable) are supplied in accordance with the standards maintained by BRS for these items.

We supply 2 frequency regulators.

The length of the wiring is m.

We supply you with an electric diagram for the installation and connection of the motor groups.

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### ***Engineering***

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To achieve the right tailoring and delivery of the tendered installation, we decided to include the following costs as project costs in our quotation:

- In a retrofit, the new section has to be made to fit into the existing installation, which also leads to more engineering.
- This project applies an allowance for the support of our machines because of the location of the plant in a seismic area. The additional cost for support reinforcement calculated for this project refers to the *Marcelli seismic category VII*.
- Additional seismic design engineering costs are also applied. Third party approval of the support drawing is NOT included in the price.
- One manual (digital PDF version) is supplied by default with the installation in the language English.
- A second manual (digital PDF version) is additionally included with the installation in the language Spanish.

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### ***Project management***

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Every project is linked to a project manager who supervises the project both internally and externally and ensures the quality, planning and budget. The project manager is responsible for the complete project from the moment the order is placed until the completion of the project.

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***General***

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***Preservation***

According to the standard NEN-EN- ISO-12944:

C1 = 1 layer quality, average layer thickness 70  $\mu$

Excluded the surfaces that are not provided with this preservation because of its functionality such as, but not limited to shafts, bearings, sliding and fitting surfaces, star shafts, star shaft sleeves, stainless steel parts, galvanized parts and contact surfaces between welded joints.

As far as possible and where necessary, these are protected against corrosion in some other way.

***Operation***

Machines mentioned above must be operated in accordance with the manual and the instructions that you receive from Bollegraaf Recycling Machinery when the machines are delivered.

***Installation***

The machine must be correctly installed and operated in accordance with the instructions as detailed in the manual provided by Supplier.

The machinery is designed to operate on a true horizontal plane and on a stable foundation. The true horizontal plane and a stable foundation is the responsibility of the customer. Sufficient room should be allowed to access the bottom of the system for inspection, cleaning and maintenance.

The customer will not be permitted to assemble, build in or add to the machinery, unless permission has been granted by Supplier in writing.

The correct operation and safety of the machinery cannot be guaranteed in case of deviation from the installation instructions.

***Temperature***

At an ambient temperature below 0° C and above 40° C, the installations provided may not operate satisfactorily. If that happens, we will be happy to provide additional measures.

***Safety aspects and CE declaration***

All our products are designed and manufactured in accordance with the legal requirements arising from the CE guidelines. All products are delivered with a Declaration of Conformity according to Machine Directive 2006/42 / EC Annex II.1.A or B

For complete installations, a Declaration of Conformity is issued in accordance with Machine Directive 2006/42 / EC Annex II.1.A.

In case the installing, commissioning or operating of the entire or partial installation will be outside the responsibility of Bollegraaf Recycling Machinery BV, Installation Instructions (IBV) for Machine Installation 2006/42 / EC, Annex II.1.B. is issued.

Upon request, our products and installations can be delivered in accordance with regional requirements such as AWG / UL / NFPA, OSHA, CSA or GOST.

When it concerns an independent operating machine, it is provided with warning stickers in English/Spanish.

Please note that the proposed installation only conforms to requirements when used with the safety mechanisms supplied. Should any alterations be made to these, or if these mechanisms are otherwise disabled, Bollegraaf Recycling Machinery declines all responsibility and accountability for any consequences, whatever their nature.

**VOLTAGE: 480 V - 60 Hz.**

The voltage supplied for the installation must comply with the nationally applicable normative and legal requirements within the industry. If these requirements are not met, we cannot give any guarantees regarding the correct functioning of the system (machine).

Payment and Delivery Conditions:

Bollegraaf baler bypass setup, as described above, including duties at current level, freight, freight insurance and installation.

**TOTAL PRICE (Delivered & Installed) \$628,775.00**

**Delivery**

C.I.F. customer

**Delivery time**

Shipping in approximately 3 ½ - 4 months, from date of signed approval drawing (if applicable)

**Installation and Training**

Installation is also based on when Van Dyk delivers equipment we can install, if customer wants Van Dyk to unload and come back at another time to install we have to bill extra for travel and related costs (if applicable).

**Warranty**

12 months on parts (non-wear items)

**Customer responsibility**

Renting of equipment, including cranes, crane operator(s), scissorlifts, forklifts, etc., (as needed).

Bringing electricity to the switchboxes. Bringing 110V power for tools to the jobsite. Note: wire lugs to connect to our main switches are not included

Any building and site related costs, including but not limited to such costs as manufacturing of pits, concrete work (for support, walls and floors), roof and wall penetrations and extensions, ventilation (incl. HVAC), laydown areas, building access (ramps), etc

Provide level and flat floor and adequate foundation to support equipment loads

Provide adequate lighting in work area

Provide fire watch (if needed)

Garbage disposal onsite

Make sure system is totally clean before start of retrofit

Provide proper drinking water, proper bathroom etc

Running internet access to the equipment where required

Anything not specifically mentioned as included by Supplier

**Federal, State & Local Taxes**

Not included in above price. These taxes may be billed additionally, and client agrees, in that case, to pay these taxes when they have been billed by Van Dyk Baler Corp.

Import duties are included at the level of the date of this contract. If import duties increase afterwards this will be billed additionally and customer agrees to pay these additional charges.

**Payment terms**

30% at order confirmation.

30% 2 months from order confirmation.

30% upon notification by Van Dyk Baler Corp. of ready to start shipping.

5% upon the start of installation.

5% upon startup.

**Pricing/Delivery time**

Van Dyk has the right to adjust the price and/or the delivery time in case the down payment has not been received within one week from the date Van Dyk has emailed, quoted, offered or signed the Order Confirmation, or any other payment has not been made as scheduled.

**Payments:**

Invoices can be paid by check overnighted to address below, via ACH or via wire transfer to:

Van Dyk Baler Corp.  
360 Dr. Martin Luther King Jr. Drive  
Norwalk, CT 06854

ABA #: 022 00 0046 (M&T Bank, Buffalo, NY)  
Checking account #: 650 042 4057

**Production**

Van Dyk Baler Corp. has the right not to start production of the machine and/or not to ship the equipment and/or delay the delivery and/or delay the completion of installation until they have received the signed order confirmation and the 30% down payment. Any additional cost caused by this will be for the account of the Purchaser. Van Dyk Baler Corp. has the right to make the delivery time start when these obligations have been fulfilled.

**Engineering Changes**

Customer acknowledges that after the order is placed (in the engineering phase), minor changes to the technical description to correct mistakes and/or improve the overall system might be made. Major changes will be discussed with the customer before they are made. Minor changes will not be discussed.

**Testing/Permits/Engineering stamps/Seismic**

Special testing (such as UL approval, etc.), seismic analysis, seismic engineering, engineering to provide stamped drawings by a local engineer (PE Stamps), and permits are not included and are the responsibility of the customer.

For further clarification regarding seismic:

- Seismic code, regulations and requirements vary substantially between localities due to local soil conditions, specific interpretation of such code/regulation etc. As a result, a local engineering company needs to be engaged by the customer at the customer's expense for analysis of Van Dyk's drawings and to approve the structures and system and/or engineer and recommend improvements or changes to same.
- If anywhere in this document it states that Van Dyk "meets code", "complies with all codes and regulations" or "shall design, engineer, manufacture and ship all of the equipment (or a complete system)" or something of similar nature, this means: Van Dyk will design the system and the support structures, but the analysis, calculations and engineering to determine what is required in a particular locality or needs to be changed to meet such code/regulations and the submittal of stamped drawings to local agencies for approval are the responsibility of the client. Once the requirements are determined by the local engineering company and approved by the locality, Van Dyk agrees to provide any actual additional structural strengthening that might be required as a result.
- Customer acknowledges that the timely engagement of this local engineering company and submittal to the local authorities are essential for timely progress. Any delay of such will have an effect on the installation costs and/or completion of the project and customer herewith agrees to pay any additional cost Van Dyk might incur caused by such delay.

**Demurrage, Loading, Unloading and Storage Charges**

Van Dyk Baler Corp. reserves the right not to ship and/or deliver and/or install equipment in case payments have not been made as required. Any possible loading/unloading, storage and demurrage charges are for the account of customer and need to be paid before delivery.

### Standard Acknowledgment

In exchange of this contract, Van Dyk Baler Corporation shall be permitted to tour potential clients through the facility of Marborg in order to demonstrate operation of the Bollegraaf equipment. There will be a few days advanced notice to The County of Santa Barbara. The County of Santa Barbara has the right to refuse particular customers. Approval will not be unreasonably withheld.

Purchaser acknowledges that no addition, deletion, alteration or change of any safety device or of any component part thereto on the system will ever be made without the written consent of Van Dyk Baler Corp. Any addition, deletion, alteration or change of any safety device or of any component part thereto on the system can be extremely hazardous and can cause serious injury or death.

In the event that purchaser or any agent, servant or employee thereof modifies, changes or alters any safety device in any way without the written consent of Van Dyk Baler Corp. or operates the equipment with one or more of the safety devices removed and/or not working properly or damaged said purchaser hereby agrees to hold harmless and indemnify in full Van Dyk Baler Corp. and/or Bollegraaf Recycling, TOMRA GmbH, Walair, BeePro BV, Smicon BV, Allgaier Process Technology for any and all judgments entered against it for any claims sounding in negligence and/or product liability and further agrees to defend Van Dyk Baler Corp. and/or Bollegraaf Recycling Machinery TOMRA GmbH, Walair, BeePro BV, Smicon BV, Allgaier Process Technology and pay all counsel fees and expenses in connection with any such litigation.

Purchaser acknowledges that no person will be allowed on (any of) the conveyor(s) nor on (any of) the starscreen(s).

Purchaser acknowledges that the system will be turned off and padlocked before any person enters the needle pit or (any of) the conveyor pit (s).

Purchaser acknowledges that the system will be turned off and padlocked before any maintenance (including cleaning) will be performed.

Purchaser acknowledges that the system will not be operated if one or more of the safety devices is/are not working properly or has/have been removed. This creates a safety hazard, which can cause serious injury or even death to one of your employees.

Purchaser acknowledges that all persons within twenty feet (20') of the system will wear safety gear including: hardhat, safety glasses, ear protection and hand protection.

Purchaser acknowledges that commingled materials such as glass and metals can cause serious injury to any person if safety gear is not worn.

Purchaser agrees that all employees, current and future, and any other persons for whom this safety information would be relevant, will be made aware of all safety procedures for operating or maintaining the equipment.

Purchaser acknowledges that the BOSS system (if applicable) needs to be tested everyday to ensure proper operation.

Purchaser acknowledges that the order is not cancelable by the purchaser.

Purchaser acknowledges that the manufacturer's warranty and the general conditions of sale are annexed to and part of this contract.

Purchaser acknowledges that this contract, including the manufacturer's warranty and general conditions of sale constitutes the sole and entire agreement between the parties. No other terms or conditions shall be binding upon either party (whether written or oral), unless accepted and specifically signed for by both parties in writing.

AGREED AND ACCEPTED BY:

**VAN DYK BALER CORP.**  
**dba VAN DYK Recycling Solutions**

**THE COUNTY OF SANTA BARBARA**

\_\_\_\_\_  
Erik H. Eenkema van Dijk  
Executive Vice President & COO

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**VAN DYK BALER CORP.  
360 DR. MARTIN LUTHER KING JR DRIVE  
NORWALK, CT 06854**

**MANUFACTURER'S WARRANTY**

*The warranty period begins from the date of delivery. Parts claimed to be defective and for which repair or replacement is desired shall, if requested by VAN DYK BALER CORP., be returned transportation prepaid to Van Dyk Baler Corp.'s head office for inspection.*

*This warranty is in lieu of all warranties, express or implied, including but not limited to warranties of merchantability and fitness for any particular purpose, and the obligation and liability of manufacturer and/or VAN DYK BALER CORP. under this warranty shall not include any transportation or other charges or the cost of installation or any liability for direct, indirect or consequential damages or delay resulting from the defect.*

*Any operation beyond rated capacity or the improper use or application of product or the substitution upon it of parts not approved by manufacturer or distributor or any alteration or repair by others in such manner as, in manufacturer's or distributor's judgment, to affect the product materially and adversely shall void this warranty. No representative of manufacturer or distributor is authorized to change this warranty in any way, and no attempt, effort or promise to repair products of manufacturer either by manufacturer or by any representative of manufacturer at any time shall change or extend this warranty in any way. This warranty covers only new and unused products manufactured by manufacturer. Products, and major components thereof, that are manufactured by others are covered only by such warranties as are extended to manufacturer or VAN DYK BALER CORP. by its suppliers.*

## **CONDITIONS OF SALE VAN DYK BALER CORP.**

### **TERMS AND CONDITIONS GOVERNING ALL QUOTATIONS AND ORDERS**

VAN DYK BALER CORP. shall hereafter be referred to as VAN DYK. No contract term or condition shall be amended, deleted or added without the express written consent of VAN DYK and VAN DYK hereby gives notice of objection to any terms set forth in any other writing which are in addition to or different from the terms set forth in this order confirmation.

#### **I. PRICES:**

- a. All sales are made subject to all State, County, City and Federal use, sales and excise taxes, the amount of which the purchaser agrees to pay. Any such tax may be billed to the purchaser as part of the selling price or may be separately billed to the purchaser and collected by the State, County, City or Federal Taxing authority or may be separately billed at any time by the Seller, if the seller is required by any taxing authority to collect or pay such tax.
- b. Are FOB, point of manufacture, or port of entry, unless otherwise specified.
- c. Are excluding any import duties unless otherwise specified.

#### **II. COMPLETION AND SHIPPING SCHEDULE:**

- a. Subject to unavoidable delays caused by strikes, accidents or other causes beyond our control including but not limited to acts and regulations of the Federal Government.
- b. VAN DYK will use all reasonable diligence to meet the delivery date(s) but shall not be liable for any loss, damage, expense or charge resulting from a delay in the project completion.

#### **III. DESIGNS, DRAWINGS AND ILLUSTRATIONS:**

VAN DYK BALER CORP. reserves the copyright of the designs, illustrations and drawings, sketches, and offers supplied with the quotation and/or order confirmation. These documents remain VAN DYK's property and shall not be copied, shown to third parties or used in any other way without specific written permission.

#### **IV. WARRANTY: (For goods manufactured by third party other than Bollegraaf Recycling Machinery)**

There are no warranties express or implied by VAN DYK in connection with this sale for goods that have been manufactured by parties other than Bollegraaf Recycling Machinery and all such warranties express or to be implied are those extended and are hereby expressly limited to the warranty of the original manufacturer of the goods. VAN DYK extends to buyer, as to products manufactured and supplied by a manufacturer to VAN DYK, only those warranties expressly extended to VAN DYK by the manufacturer in VAN DYK's contract of sale with manufacturer on file at the office of VAN DYK noted above. THIS WARRANTY IS THE ONLY WARRANTY EXTENDED BY VAN DYK IN CONNECTION WITH ANY SALE MADE HEREUNDER AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. There are no other warranties, express or implied, that extend beyond the warranty of the manufacturer of the goods and any other statements, oral or written, inconsistent with such warranty, are not binding on VAN DYK's performance and production data, including accuracy, capacity and capability of machines and tools are estimates only and not guarantees since they are dependent upon varying future production factors and conditions not within VAN DYK's control. No agent, employee or representative of VAN DYK has any authority to bind VAN DYK to any affirmation, representation or warranty concerning the goods that are the subject of this order confirmation beyond that specification, included in the written order confirmation. VAN DYK shall have no obligation to install or provide improvements or changes in design adapted by the manufacturer or VAN DYK for similar goods subsequent to acceptance of buyer's order. In the event this order confirmation relates to used machinery, it is hereby stated and agreed that no warranty, express or implied is made by VAN DYK in respect to such used machinery unless expressly set forth in writing in this order confirmation. VAN DYK is not liable for any consequential damages or loss of profits arising from the breach of any warranty or from any delay in delivery or from any other cause or causes whatsoever. VAN DYK, in making a quotation, assumes no responsibility for a design made by third parties, nor for any specification of materials furnished with this design. VAN DYK shall only assume the responsibility for designs not made by him insofar as correct assembly and the reliability of the materials used are concerned, which shall not apply, however, to those parts for which the inquiry explicitly specified a special make or brand.

**V. PAYMENT TERMS:**

Any unpaid balance after the agreed upon payment date(s) shall be subject to a service charge of up to five percent (5%) per month. There shall be no extension or change in the time for payment due to delays in installation and/or delays in operation of the equipment caused by damage, warranty service (if applicable) or warranty replacement of parts.

**VI. TITLE:**

All order confirmations are FOB factory, point of manufacture or port of entry unless otherwise specified.

**VII. EXTENT OF CONTRACT WORK:**

The price of contract work agreed upon shall not include (unless explicitly otherwise confirmed):

- a. Groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repairs or any other architectural work, of any nature whatsoever, nor the costs of connections to the main sewage system and to the gas, water or electrical systems.
- b. The additional assistance for displacing those parts that cannot be handled by VAN DYK and the hoisting and lifting equipment and gear to be used for this purpose.

In all cases, the work shall be restricted to the duties stipulated in the contract.

**VIII. CANCELLATION:**

Orders are not cancelable by purchaser, unless specifically consented to by VAN DYK in writing. In the event of such consent, you shall pay:

- a. Contract price for all products, which have been completed prior to receipt of notice of cancellation
- b. All actual costs made or incurred by VAN DYK in connection with the uncompleted portion of the order plus normal profit of the total contract price as partial liquidated damages
- c. Cancellation charges, if any, of VAN DYK on account of its purchasing commitments made under the order.

All machines and tools paid for by buyer hereunder shall be delivered to buyer in their "as is" condition at the date of such cancellation at the sole cost and expense of the buyer.

**IX. PROPERTY QUOTATION AND OTHER MATERIALS:**

This order confirmation and all drawings, specifications, materials, patterns and special purpose manufacturing aids, which are supplied to you by VAN DYK shall be kept in confidence and shall be listed and maintained in suitable condition at the expense of buyer and are to be considered the property of VAN DYK held on consignment by buyer and to be insured while in buyer's possession. Such articles and all copies thereof from any source shall be returned to VAN DYK at any time upon request and shall not be used for any third parties without the express permission of VAN DYK.

**X. RESERVATION OF PROPERTY:**

So long as the purchaser has not effected full payment in respect of a contract including possible sales tax between the parties for the execution of the work or the purchase and sale of the goods, the goods delivered shall rest at purchaser's account and risk and shall remain the property of VAN DYK. Purchaser shall not be entitled to pledge these goods with third parties or to transfer the ownership thereof. In the event the purchaser should not fulfill any obligations towards VAN DYK arising from the contract, VAN DYK shall be entitled to take back the goods, without notice of default being required, in which event the contract shall be canceled without judicial intervention being required and without prejudice to VAN DYK's right to demand payment of damages, loss of profit and interest. Purchaser shall be required to notify VAN DYK in writing of the fact that third parties assert any rights to goods to which pursuant to this article reservation of property is attached. Should principal at any time appear not to have fulfilled this obligation, the latter shall forfeit a penalty amounting to ten percent (10%) of the unpaid part of the purchase sum or the contract sum.

**XI. DEFAULT:**

In any legal action by VAN DYK arising out of this transaction no counterclaims shall be permitted by the purchaser. Payment of the full purchase price or contract sum shall in any case immediately become due in the event of non-payment of an agreed installment on the due date or if purchaser should become bankrupt, apply for an extension of payment or when an application has been filed for placing him under receivership.

**XII. FORCE MAJEURE:**

Delays occasioned by strikes, non-delivery of acceptable material by suppliers, the elements, other acts of force majeure, or other causes over which VAN DYK has no reasonable control shall upon written notice by VAN DYK extend the time of performance under the contract for a period of time equal to the period of delay caused by the force majeure condition plus the delay reasonably incident to the resumption of normal production.

**XIII. LIMITATION OF LIABILITY:**

In no event shall VAN DYK or its Subcontractors or Suppliers be liable in contract, tort, warranty, strict liability or other legal theory for any special, indirect, incidental or consequential damages such as, but not limited to, loss of anticipated profits or revenue, tipping fees or other costs of refuse disposal, non-operation or increased expense of operation of other equipment, or costs of capital.

**XIV. APPLICABLE LAW:**

The contract resulting from the acceptance of an order pursuant to the quotation shall be governed and constructed according to the laws of the State of New York.

**XV. PERFORMANCE IN EVENT OF DEFAULT:**

In addition to the rights and remedies conferred upon VAN DYK, VAN DYK will not be required to proceed with the performance of any order or contract if you are in default in the performance of any order or contract with VAN DYK and in case of doubt as to your financial responsibility. Shipments under an order may be suspended or sent sight draft with bill of lading attachment to VAN DYK.