

Spett.le Politecnico di Milano

Department of Mechanical Engineering
Via La Masa, 1 - 20156 Milano (Italy)

Att.n:

- Prof. Bianca Maria Colosimo
- Prof. Quirico Semeraro
- Prof. Barbara Previtali

March 21,2017

QUOTATION - ARCAM EBM SYSTEM

With reference to your interest in Arcam's EBM technology it is my pleasure to provide you with a quotation for the used **A2 Arcam system (#R1084 – Installed at Sheffield University in July 2012)**.

That Arcam machine has been fully serviced during these years by the Arcam personnel, and is fully and properly working.

I confirm the below NEW "GOODWILL" Quotation as quoted for the used A1, and look forward to get your order and a long-term partnership.

Yours sincerely,

For Arcam AB

Fausto Asvisio
President
Arcam Cad to Metal srl

Base System

<u>Qty.</u>	<u>Art.No.</u>	<u>Item</u>	<u>Unit price</u>	<u>Price</u>
1	102671	Arcam A2 (used) - R1084	€ 295.000	€ 295.000
1	102484	Powder Recovery System (PRS Ti) - NEW	€ 34.000	€ 34.000
1	104168	Powder Handling Trolley - NEW	€ 14.900	€ 14.900
1	102509	Consumables Start Pack (A2) - NEW	€ 5.000	€ 5.000
2	102391	Explosion-protected vacuum cleaner - NEW	€ 3.900	€ 7.800
1	102349	Water Cooling System EU & ROW - NEW	€ 5.400	€ 5.400

System Total

€ 362.100

Services

1	752094	Freight	€ 5.000	€ 0
1	752108	Certification training, Level 1 @ Arcam		€ 0
1	752099	Certification training, Level 1 @ Client	€ 5.000	€ 0
1	752098	Installation	€ 7.500	€ 0
12	752095	Base Support & Maintenance Agreement	€ 2.900 / month	€ 34.800
12	752111	<u>Maintenance discount during warranty</u>	<u>-€ 1.300 / month</u>	<u>-€ 15.600</u>
Total 1st year				€ 19.200

Total Services

€ 19.200

Materials

100	430944	Arcam Ti6Al4V powder	€ 150 / kg	€ 15.000
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Gran Total

€ 396.300

GOODWILL

Discount on:	Arcam A2 (used) - R1084	€ 10.000
Discount on:	Powder Handling Trolley - NEW	€ 2.900

FOC items:

1	102509	Consumables Start Pack (A2) - NEW	€ 5.000	€ 5.000
50	430944	Arcam Ti6Al4V powder	€ 150 / kg	€ 7.500

5.0 Upgrade: Windows XP (to be upgraded to Windows7 – 5.0)
PC to be purchased by Politecnico di Milano

TOTAL GOODWILL

€ 25.400

NEW GRANTOTAL

€ 370.900

The following Consumables will be granted free of charge.

It's always challenging for a University Center to find funds for items which look insignificant at first instance.

Hope that will be appreciated as an extra effort to start the cooperation in a constructive manner.

2017

Pricelist EUR Consumables

P/N	Description	Note	Unit	Unit price	SubTot
102116	Observ. w glass coated 10 pcs	All machines	1	€ 442	€ 442
102193	Film roll 23mm	A2	1	€ 22	€ 22
102195	Protection foil column 10 pcs	All machines	1	€ 132	€ 132
102198	Rake blades short 280 48 pcs	S12, A1, A2, A2X & Q10	1	€ 185	€ 185
102199	Ground cable copper 1,5m	A1,A2,A2X	3	€ 24	€ 72
102200	Insulation rope 6mm 1,5m	S12 & A-series	3	€ 35	€ 105
102201	Thermo couple 1,5m	All machines	3	€ 17	€ 51
102427	Quadropod insulation 250	A2	1	€ 324	€ 324
102504	Heat shield frame w flap	A1/A2, A2X	2	€ 237	€ 474
102697	Beam verification plate 5 pcs S12	A-series & Q10	1	€ 140	€ 140
200911	Start plate 150x150	A-series	1	€ 68	€ 68
201001	Start plate 190x190 S12	A-series	1	€ 95	€ 95
411173	Scotch-Brite medium fine	Cleaning tool	1	€ 4	€ 4
411174	Scotch-Brite fine	Cleaning tool	1	€ 5	€ 5
411175	Cleaning sticks 100 pcs	Cleaning tool	1	€ 8	€ 8
411176	Microfiber rag red	Cleaning tool	1	€ 4	€ 4
411178	Nitril gloves 100 pcs	Protection gear	1	€ 15	€ 15
411682	Heat shield scraper blade	Cleaning tool	1	€ 71	€ 71
412129	PRS gloves 1 pair	Protection gear	1	€ 205	€ 205
412164	Micro fiber rag blue	Cleaning tool	1	€ 5	€ 5
412165	Scotch-Brite ultra fine	Cleaning tool	1	€ 3	€ 3
412355	Heat protection gloves size 10	Protection gear	1	€ 71	€ 71
422309	Dust mask M/L	Protection gear	2	€ 56	€ 112
422364	Prefilter for dust mask 5 pcs	Protection gear	2	€ 3	€ 6
422365	Filter for dust mask	Protection gear	2	€ 15	€ 30
					€ 2.649

Goodwill 2018

752095 2nd year Base Support & Maintenance Agreement € 2.900 /month

Arcam will grant 3x months of Base Support & Maintenance: Total €8.700

NOTES

Training Level 1:

- first part at Arcam AB (travelling and lading costs not included)
- second part at Client site

Ref to the Arcam EBM Level Trainings Programs, pls have a look to <http://marketing.arcam.com/web/ArcamAcademy>.

Base Support & Maintenance Agreement:

- Draft is attached to this email

Spare Parts:

- Included in the Base Support & Maintenance Agreement

Consumables:

- Price List attached to this email

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Validity

This quotation is valid until 2017-31-03 with reservation for intermediate orders.
 Machine availability: First come first serve

Delivery Time

The quotation is valid for deliveries in 2017.

Delivery Terms

DAP, Your location, Incoterms 2010.

Payment Terms

Payment schedule, conditional on approved credit status:

- 30% with order, net 10 days
- 70% net 90days from the order date

Miscellaneous

The offered system will remain Arcam's property until it has been fully paid for.

Warranty & Other Items

Other items in accordance with Arcam's Product Warranty and General Terms and Conditions of Sale with a 12 month warranty term.

EXHIBIT 1. ARCAM A2 TECHNICAL DATA

Build tank volume	250 x 250 x 400 mm (W/D/H) and 350x350x250 mm
Actual build envelope	200 x 200 x 350 mm (W/D/H) and Diam. 300 x 200mm
Power supply	3 x 400 V, 32 A, 7 kW
Size and weight	Approx. 2000 x 1060 x 2370 mm (W x D x H), 1570 kg
Process computer	PC, Windows XP (to be upgraded to Windows7 – 5.0)
CAD interface	Standard: STL
Network	Ethernet 10/100/1000
Certification	CE

EXHIBIT 2. PRODUCT WARRANTY

THIS WARRANTY IS EXCLUSIVE. NO OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED ARE APPLICABLE AS BETWEEN THE PARTIES. FOR THE AVOIDANCE OF DOUBT, ARCAM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THE PRODUCT WARRANTY ACCORDING TO THIS EXHIBIT 2 IS INVOKED BY THE BUYER, NO OTHER REMEDIES THAN THOSE SET OUT BELOW IN THIS EXHIBIT ARE AVAILABLE TO THE BUYER.

"Arcam" is Arcam AB, Mölndal, Sweden and its legal successors in interest or title.

"Product" is the equipment sold under this agreement.

"Customer" is Buyer or customer of Buyer.

1. This Warranty applies to the Product and guarantees that, with the specified exclusions, Arcam shall provide Buyer free of charge with such repair and replacement parts that may be required to fulfil its obligations in respect of the repair of the Product during the warranty period, which is one year and starts upon Buyer's acceptance of the Product. For the purpose of the foregoing, "acceptance" shall, unless otherwise agreed, be deemed to occur no later than 30 days following delivery to Buyer in accordance with the applicable Incoterms 2010 trade terms.
2. For warranty service requiring return of any Product to Arcam, Buyer shall pay all shipping charges for Product returned to Arcam for repair, and Arcam shall pay all shipping charges for return of these Products to Buyer after repair.
3. All parts replaced under the Warranty shall become the property of Arcam and must be returned to Arcam.
4. Buyer shall, at the installation site, provide the environment outlined in the Product's product literature and/or instruction manual. Damage to the Product caused by failure to maintain an appropriate environment is specifically excluded from this Warranty. Buyer is responsible for prompt notification to Arcam of any claims made under this Warranty.

LIMITATIONS OF WARRANTY

1. The foregoing Warranty shall not apply to consumables and wear-and-tear components.
2. The foregoing Warranty shall not apply to defects resulting from:
 - Improper or inadequate use or maintenance by Buyer;
 - Customer-supplied interfacing;
 - Operation outside the environmental specification of the Product;
 - Operation of the Product with powder metal not supplied by Arcam or powder metal which Arcam has not given prior consent to use;
 - Improper site preparation and maintenance;
 - Unauthorized modification or misuse; or
 - Damage to the Product resulting from accidents, fire and any other events beyond Arcam's control.
3. Arcam assumes no liability for Customer-supplied material.
4. Repaired or replaced parts are warranted for the duration of the original warranty period only, and repair or replacement of goods does not extend original warranty.
5. Windows XP (to be upgraded to Windows7 – 5.0) disclaimer: "Although the software properly runs in A2X machines, it may cause unforeseen issues outside Arcam's control because unverified software on the A2 machine".
6. As set out above in the heading of this Exhibit 2, this warranty does not cover any damage of any kind nor any other form of compensation to Buyer than the remedies explicitly set out in this Exhibit 2.

EXHIBIT 3. GENERAL TERMS AND CONDITIONS OF SALE

Any order placed by Buyer ("Buyer") with Arcam AB ("Arcam") shall be for the purpose of use of the equipment specified in the Purchase Order (the "Equipment") at Buyer and is subject to the following terms and conditions and those of any associated agreement entered into in writing between Arcam and Buyer ("Purchase Agreement"). The conditions of the Purchase Agreement shall prevail in case of inconsistency between the provisions of these Terms and Conditions and the conditions of the Purchase Agreement.

1. PRIMACY OF ARCAM'S TERMS AND CONDITIONS

Any purchase order received by Arcam shall be construed as an acceptance of Arcam's offer to sell the Equipment in accordance with these Terms and Conditions. No modification of these Terms and Conditions shall be implied by Arcam's acceptance or general acknowledgement of a purchase order from Buyer containing any different or inconsistent terms or conditions. No different or inconsistent terms or conditions shall be binding on Arcam unless specifically agreed to in writing by an authorized representative of Arcam.

2. ACCEPTANCE OF ORDERS

A purchase order is binding upon the parties if it is consistent with the terms and conditions offered by Arcam to Buyer. However, in the event that the offered price or order terms and conditions have become grossly unfair to Arcam at the time Arcam receives such purchase order, Arcam shall be entitled to reject the purchase order by written notice to the Buyer.

3. TERMS OF PAYMENT

Terms of payment for the sale of the Equipment shall be as set forth in the Purchase Agreement.

4. CHANGES

Should Buyer, by written notice, make changes within the general scope of the order to drawings and specifications, shipping and packing instructions, place and time of delivery, and should any such change materially increase the cost of, or the time required for performance, an equitable adjustment in the price and/or delivery schedule will be made.

5. DELIVERY

Delivery dates are estimated as accurately as reasonably possible based upon information and circumstances known, but are not guaranteed. Arcam shall not be liable for delay due to causes beyond its reasonable control.

6. ACCEPTANCE OF SYSTEMS

Acceptance shall be accomplished by using applicable test procedures or programs established or agreed upon in writing by Arcam. Acceptance shall occur at the installation site when Arcam demonstrates compliance to the specifications established or agreed upon

in writing by Arcam, or the Equipment is otherwise demonstrated to be in normal operating condition. If installation is scheduled or delayed by Buyer or the Customer more than thirty (30) days after delivery, Buyer shall be deemed to have accepted the Equipment at the expiry of said thirty days period.

8. DAMAGE, LOSS AND RETURNS

If the Equipment is damaged or lost after delivery has been made in accordance with the applicable Incoterms 2010 trade terms, it is Buyer's responsibility to notify carrier and initiate a claim. Buyer shall also notify Arcam of any such damage.

Any claim for shortages, return of Equipment ordered, or wrong Equipment received, must be made to Arcam within 15 days from date of delivery. No claims will be accepted after that date.

All returns must be authorized in advance by Arcam and be accompanied by a detailed explanation of the reason for return.

No returns will be accepted by Arcam unless a Return Authorization number (provided by Arcam) is included on the Equipment's packaging and accompanying return documents.

The Equipment must be received by Arcam within 20 days from date Return Authorization number is issued.

Credit for or replacement of returned Equipment will be contingent on the condition of the returned Equipment when received by Arcam.

Persons receiving Equipment for demonstrations, demo loan, temporary use or in any manner in which title is not transferred from Arcam, shall assume full responsibility for any and all damage while in their care, custody and control. Should damage occur unrelated to the proper use and performance of the Equipment, recipient of the Equipment accepts full responsibility for restoring the Equipment to their conditions upon original delivery, and for assuming all costs and charges.

9. LIMITATION OF LIABILITY

9.1 Subject to Section 9.2 below only, Arcam shall not be liable to Buyer for any indirect or consequential loss arising under or in connection with delivery of Equipment. Arcam's total aggregate liability to Buyer in respect of all other losses arising under or in connection with delivery of Equipment to Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed one hundred percent (100%) of the price for such Equipment.

9.2 The limitations of liability provided for in Section 9.1 above shall not exclude or restrict Arcam's liability for (i) death or personal injury caused by negligence; (ii) damage or loss caused by gross negligence, wilful misconduct, fraud or fraudulent misrepresentation; or (iii) any other matter in respect of which it would be unlawful to exclude or restrict liability.

10. PRODUCT LIABILITY

Arcam expressly and specifically denies any liability for components or other products manufactured by Buyer, or any affiliate or subcontractor of Buyer, using Equipment supplied by Arcam (“Buyer Products”). Accordingly, Buyer acknowledges and agrees that Buyer is solely responsible for design, production, quality control and distribution of any Buyer Products. Buyer shall indemnify and hold Arcam harmless from and against any losses, claims, demands and all costs and expenses (including but not limited to, all legal costs and expenses) arising from any third party claims resulting from the supply of defective, unsafe or unfit Buyer Products.

11. RESALE, EXPORT OR RE-EXPORT OF THE GOODS BY BUYER

Buyer assumes all responsibility for compliance with all government agency regulations for resale, export or re-export of the Equipment.

12. HAZARDOUS MATERIALS AND SAFETY REGULATIONS

Buyer assumes complete responsibility for compliance with all laws and regulations concerning, but not limited to: storage, packaging, transporting, and disposal of hazardous material.

13. GOVERNING LAW AND SETTLEMENT OF DISPUTES

13.1 These general terms and conditions and any purchase order or other agreement relating to the delivery of Equipment shall be governed and construed by Swedish law, without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.2 Any dispute, controversy or claim arising out of or in connection with a purchase order or otherwise relating to the delivery of Equipment governed by these terms and conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “Institute”). The Rules for Expedited Arbitrations shall apply, unless the Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the Institute shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

13.3 The arbitration proceedings shall take place in Gothenburg, Sweden, where the award shall be made. The proceedings shall be conducted in the English language, unless the parties agree otherwise. Any and all information related to the arbitration, including the award, shall be confidential.