



SALES AGREEMENT

This Sales Agreement (this "Agreement") dated as of 5/2/2022 (the "Effective Date"), is entered into between ROQ US, LLC, a Delaware limited liability company ("Seller"), and Raytown C2 School District [Company] a Public School District [Entity Type] Missouri ("Buyer", and together with Seller, the "Parties", and each, a "Party").

RECITALS

1. Seller is in the business of selling and distributing machinery and equipment for automated digital printing and packaging, together with accessories and consumables related to digital printing.
2. Buyer is in the business of Providing educational services to PK-12 students.
3. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Sale of Equipment. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods and equipment (the "Equipment") and, if purchased, Seller shall provide the installation and training services (the "Services") set forth on the Sales Order attached as Exhibit A (the "Sales Order") in the quantities and at the prices further described in Section 4 and upon the terms and conditions set forth in this Agreement.

Section 2. Title, Risk of Loss and Delivery.

2.1 The Equipment will be shipped within a reasonable time after the date of this Agreement and may be shipped via multiple shipments. Title and risk of loss passes to Buyer upon shipment of the Equipment.

2.2 Seller shall use its standard methods for packaging and shipping to deliver the Equipment at 11501 E. State Rte 350, Raytown, MO 64138 (the "Delivery Point") and Buyer shall accept delivery of the Equipment at the Delivery Point.

2.3 If for any reason Buyer fails to accept delivery of the Equipment on the date fixed pursuant to Seller's notice that the Equipment has been delivered at the Delivery Point, or if Seller is unable to deliver the Equipment at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall still pass to Buyer upon shipment; and (ii) the Equipment shall be deemed to have been delivered.

2.4 It is the Buyer's responsibility to schedule the installation of the Equipment with Seller's service team and to provide Seller with the address where the

Equipment is to be installed, if different than the Delivery Point. Buyer shall provide Seller 30 days' notice prior to Buyer's desired install date.

Section 3. Inspection and Rejection of Nonconforming Equipment.

3.1 Buyer shall inspect the Equipment upon arrival at the Delivery Point to confirm that there has been no damage to the Equipment in transit and to determine whether to accept shipment of the Equipment. If Buyer has any concerns about accepting the Equipment due to damage incurred in transit, Buyer shall immediately, but in any event prior to accepting delivery of the Equipment, contact Seller to discuss options for repairing any damage or remediating any discovered non-conformity. Additionally, within twenty-four hours of receipt of the Equipment (the "Inspection Period") Buyer shall inspect the Equipment to determine if there is any non-conformity in the delivered Equipment consisting of any discrepancy between the items listed in the applicable bill of lading and the contents of the shipment and notify the Seller of any such issues in writing within the Inspection Period.

3.2 If Buyer timely notifies Seller of any damage to the Equipment upon arrival at the Delivery Point or of any non-conformity within the Inspection Period, Seller shall, in its sole discretion, (i) replace such nonconforming equipment with conforming equipment, or (ii) credit or refund the price for such nonconforming equipment. Unless otherwise agreed, Buyer shall ship, at its expense and risk of loss, the nonconforming equipment to Seller's facility located at 12668 Hancock Road, Clermont, Lake County, Florida, 34711. If Seller exercises its option to replace nonconforming equipment with conforming equipment, Seller shall, after receiving Buyer's shipment of nonconforming equipment, ship to Buyer, at Buyer's expense and risk of loss, the replacement equipment to the Delivery Point.

3.3 Buyer acknowledges and agrees that the remedies set forth in Section 3.2 are Buyer's exclusive remedies for the delivery of damaged or nonconforming equipment. Except as provided under Section 3.2, all sales of Equipment to Buyer are made on a one-way basis and Buyer has no right to return Equipment purchased under this Agreement to Seller.

Section 4. Purchase Price. Buyer shall purchase the Equipment from Seller and pay for the Services at the price(s) set forth in Exhibit A (the aggregate of which is the "Purchase Price"). The Purchase Price is exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer will be charged for sales tax on the Sales Order where Seller retains nexus (Seller's presence as defined by state statute) in said state. It is the sole responsibility of Buyer to provide Seller with a manufacturer's exemption and resale certificate to qualify for tax exemption. To the extent

applicable, Buyer is responsible to pay sales and/or use tax to the state where the Delivery Point is situated, if Seller does not retain nexus for such state.

Section 5. Payment Terms. Buyer shall pay all amounts due to Seller as set forth in Exhibit A as follows:

5.1 A non-refundable booking deposit of \$3,000.00 payable upon order placement as a condition to processing the Sales Order, which amount will be credited towards the initial 50% payment due per Section 5.2.

5.2 The balance of 50% of the Purchase Price shall be due upon signing of this Agreement and is required to hold the Equipment for Buyer. Buyer must provide Seller with the “proof of funds” to pay the balance of the Purchase Price, as described in Exhibit B, as a condition to Seller’s final approval of the Sales Order.

5.3 If reasonably necessary to obtain a credit report, Buyer authorizes Seller to obtain a credit report from one or more credit reporting agencies. Seller may use the credit report for any lawful purpose.

5.4 The remaining outstanding balance of the Purchase Price must be paid prior to shipment of the Equipment to Buyer. Failure to pay the balance of the Purchase Price will delay shipment and can delay installation and operation of the Equipment.

5.5 In addition, all expenses incurred by Seller to change travel plans for installation or maintenance of the Equipment will be passed through to Buyer and must be paid before Seller’s technician is dispatched for installation of the Equipment.

5.6 Buyer shall pay interest on all late payments at the lesser of the rate of fifteen percent (15%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

5.7 Buyer shall make all payments hereunder by wire transfer, cash, ACH, or credit card in US dollars, directly or through third party financing. Any payments made by credit card for amounts greater than \$15,000 will be assessed a 3% payment processing fee.

5.8 The Purchase Price is inclusive of all fees for the Services.

5.9 Buyer may request that Seller provide additional training payable in payment upon request; provided that Buyer also covers any expenses associated with any changes to travel plans required for Seller’s technicians.

Section 6. Usage Code. The Equipment will require a user code in order to be operable (the “User Code”). Seller will withhold all Usage Codes, rendering the Equipment inoperable, until Buyer pays Seller all amounts due and payable under this Agreement or any other separate purchase agreement as provided for below, including but not limited to the payment of any late fees, interest, or any other penalties that Seller may impose pursuant to this Agreement. In the event that Buyer finances the Equipment and receives the Equipment prior to

making full payment of the Purchase Price, Seller will provide Buyer with the monthly User Code. This User Code will be provided by the sixth day of each calendar month, provided that Buyer's monthly payment has been made and confirmed by Seller. Seller reserves the right to withhold any User Code until payment in full of all past due amounts owed under this Agreement.

Section 7. Additional Products. If Buyer wishes to purchase any other products or equipment from Seller, Seller will provide Buyer with a separate quote for such product and any resulting order shall be governed by a separate sales order or written purchase agreement signed by the Parties.

Section 8. Storage. Seller shall assess Buyer \$20 per day for Equipment held over at Seller's facility for delays created by Buyer; including but not limited to site preparation, contractor delays, or permitting issues, etc. Any exceptions must be approved in writing by both Parties and Buyer must sign a Bill and Hold Agreement. It is mutually understood that delays can and may happen from the factory and Buyer acknowledges and agrees that Seller is not responsible for any charges or expenses or business interruptions that Buyer may incur as a result of any such delays. Seller will use commercially reasonable efforts to inform Buyer of any such delays if such delay would result in a change of more than 3 business days in the anticipated delivery date previously provided to Buyer by Seller. In the event Seller has made arrangements with Buyer for direct shipment of the Equipment from the manufacturer, Buyer shall be responsible for and shall promptly reimburse Seller for any storage fees and costs assessed to Seller as a result of the Equipment being stored at the port of entry or any third-party location prior to delivery at the Delivery Point.

Section 9. Limited Warranties.

9.1 Seller shall not extend any warranty nor make any representations regarding the Equipment other than those contained in the Seller's current limited written warranty, a copy of which is attached hereto as Exhibit C, the "Supplemental Distributor's Warranty."

9.2 **EXCEPT FOR THE WARRANTY SET FORTH IN THE PRODUCT WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

9.3 Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Equipment. For the avoidance of doubt, **EXCEPT FOR THE WARRANTY SET FORTH IN THE PRODUCT WARRANTY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-**

PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9.4 Seller shall not be liable for a breach of the warranty set forth in the Product Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Equipment and Buyer (if requested to do so by Seller) returns such Equipment to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Equipment is defective.

9.5 Seller shall not be liable for a breach of the warranty set forth in the Product Warranty if: (i) Buyer makes any further use of such Equipment after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment; or (iii) Buyer alters or repairs such Equipment without the prior written consent of Seller.

9.6 Subject to Section 9.4 and Section 9.5 above, with respect to any such Equipment during the warranty period as defined in the Product Warranty, Seller shall, in its sole discretion, either: (i) repair or replace such Equipment (or the defective part) or (ii) credit or refund the price of such Equipment at the pro-rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Equipment to Seller.

9.7 THE REMEDIES SET FORTH IN SECTION 9.7 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE PRODUCT WARRANTY.

Section 10. Limitation of Liability.

10.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON

WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

Section 11. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Section 12. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its officers, members, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to (i) any claim of a third party arising out of or occurring in connection with the products purchased from Seller, or Buyer's negligence, willful misconduct or breach of a material term of this Agreement, or (ii) any cause of action or claim to enforce any of the rights or remedies of Seller under this Agreement, whether arising as a result of the breach by Buyer hereunder, or otherwise. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

Section 13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect, which includes but is not limited to, commercial general liability for loss, damage, or any casualty involving or affecting the Equipment in a sum no less than \$1,000,000 with financially sound and reputable insurers. The certificate of insurance shall name Seller as an additional insured. Upon Seller's request, Buyer shall provide Seller with a copy of such certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Agreement. Buyer shall provide Seller with ten (10) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

Section 14. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement and repossess the Equipment (by means of self-help or otherwise) with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. No amounts

paid under this Agreement will be refundable to Buyer in the event that this Agreement is terminated for any reason.

Section 15. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement or the Equipment is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 15. This Section 15 shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

Section 16. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Section 17. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 15 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

Section 18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its email address and address set forth in the signature block below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 18). Unless otherwise agreed herein, all notices must be delivered by email in addition to one of the following: personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section 18.

Section 19. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not

affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 20. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

Section 21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 22. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 2, Section 3, and Section 9 are Buyer's exclusive remedies for the events specified therein.

Section 23. Assignment. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this Section 23 shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

Section 24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

Section 25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 26. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Washington, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington.

Section 27. Choice of Forum. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the state or federal courts in the State of

Washington, City of Vancouver, or Clark County, Washington and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 28. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED HERETO, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED HERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 29. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 20, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any amendment hereof.

Section 30. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond Seller's control, without Seller 's fault or negligence and that by its nature could not have been foreseen by Seller or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

Section 31. Relationship of the Parties. The relationship between the Parties is that of separate contracting parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, license, business opportunity, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date first written above.

SELLER:
ROQ US, LLC

Buyer:
Raytown C2 School District

Signature:

DocuSigned by:

5931C61B2FCF467...
Name:

Mark Shirley

Title:

Director of Finance ROQ.US

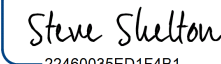
Email: .

mshirley@roq.us

Address:

P.O. Box 821830
Vancouver, WA 98682

Signature:

DocuSigned by:

22460035ED1F4B1...
Name:

steve shelton

Title:

Associate Superintendent of
Operations

Email: .

steve.shelton@raytownschools.o
rg

Address:

6608 Raytown Road

Raytown, MO
64133



EXHIBIT A
SALES ORDER



Sales Order

#SO1311297
4/25/2022

Bill To
Herndon Career Center at Raytown Quality Schools 11501 E.
State Route 350, , Raytown MO 64138

Ship To
Herndon Career Center at Raytown Quality Schools
11501 E. State Route 350, ,
Raytown MO 64138
United States

PO #	Ship Via	Sales Rep	Partner
	ROQUS Freight	Thomas Shaw tshaw@roq.us	Ryonet

Item	Qty	Price	Total Amount
PRSS-YSP08C04F-3P2-L2 ROQ FIT 4 Color 8 Station, 3p/1p, 2 PC-Ports, 2 Lasers ROQ FIT 4 Color 8 Station, 3p/1p, 2 PC-Ports, 2 Lasers	1	\$46,889.99	\$46,889.99

Includes:
Run 9000 M
RYOFILTER
Comprehensive Install & Training on ROQ Items.

Subtotal	\$46,889.99
Tax (%)	\$0.00
Shipping	\$0.00
Total	\$46,889.99

Please review this order for accuracy and contact your sales representative immediately for questions or concerns.



EXHIBIT C

SUPPLEMENTAL DISTRIBUTOR'S WARRANTY

LIMITED WARRANTY CERTIFICATE

(US and CANADA SALES)

In addition to the warranty ("Manufacturer's Warranty") offered by S. Roque – Maquinas e Tecnologia Laser, S.A. ("Manufacturer"), ROQ US LLC ("Distributor"), offers the following supplemental limited warranty for the following new textile equipment manufactured by Manufacturer and sold by Distributor ("ROQ Equipment") upon the terms and conditions of Manufacturer's Warranty, as supplemented by the terms and conditions set forth below ("Distributor's Warranty").

COVERAGE DURATION FOR DISTRIBUTOR'S WARRANTY

Subject to the terms, conditions and exclusions set forth in Manufacturer's Warranty, Distributor's Warranty for the ROQ Equipment from the date of installation and commissioning is as follows:

Warranty Schedule by Model of ROQ Equipment:

Roq Screen Printing Presses: 3-year limited warranty or 1,000,000 indexes, whichever comes first.

Roq Tunnel: 2 -year limited warranty.

Roq Folding Line: 2-year limited warranty.

Roq Flash Units: 2-year limited warranty.

Roq Digital Solutions: *Printheads 90-day limited warranty.

Hybrids: 1-year limited warranty; *Printheads 90-day limited warranty and Press 3-year limited warranty or 1,000,000 indexes, whichever comes first.

*The limited Printhead warranty is only applicable to defective Printheads and is not applicable to head replacement due to product damage or misuse of any kind, including without limitation, head clogs, headstrikes, improper substrates being printed, 3rd party ink systems, routine maintenance not being performed, poor climate conditions, or improper use of software or 3rd party software integration.

ADDITIONAL LIMITATIONS OF DISTRIBUTOR'S WARRANTY

ALL "Limitations of Liability" set forth in Manufacturer's Warranty are incorporated into and are part of the limitations of this Distributor's Warranty. Additionally, the following limitations shall also apply to Distributor's Warranty:

1. All requests for warranty coverage under this Distributor's Warranty must be received by Distributor's Service Department in writing during the applicable warranty period, and any such requests received after termination of the applicable warranty period will not be honored by Distributor.
2. All warranty parts will be shipped via ground transportation. If Customer chooses a shipping method other than ground transportation (i.e. Next Day Air) then Customer will be required to pay shipping charges prior to shipment being scheduled.
3. If the equipment requires moving, the Warranty is not applicable unless performed by a service technician who is certified by either Manufacturer or Distributor.
4. Warranty service work shall be performed during Distributor's regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Distributor's Service Department. Additional charges may apply if repairs need to be done outside of Distributor's regular business hours.

PARTS, LABOR, AND TECHNICIAN EXPENSES RELATED TO TRAVEL IS INCLUDED IN THIS WARRANTY

Returns:

1. Prior to returning any item under Distributor's Warranty, Customer must secure written authorization or a Return Authorization (RA) number from Distributor's Service Department.
2. ***Authorized returns must be sent to the address designated on your RA.***
3. Special order items, and any specialized equipment or components are not returnable.
4. Unless otherwise notified by Distributor, when receiving a replacement part under Distributor's Warranty, Customer is responsible for returning the defective part to Distributor within 10 days of receipt of the replacement part. Failure to return the defective part within 10 days may result in charges for the then-current standard price for the defective part. Upon receipt of warranty replacement part(s), please contact Distributor's Service Department to receive a return shipping label. Distributor's Service Department can be contacted at 888-475-2985.

CUSTOMER'S REASONABLE EFFORTS

Distributor's Service Department may choose to use remote access technology to diagnose or troubleshoot service issues when Distributor's Service Department deems it appropriate to do so. Customer will be obligated to use reasonable efforts to facilitate any remote access diagnostics or troubleshooting and to provide the following resources and services, if available:

1. Wi-Fi access within the area of the ROQ Equipment and a mobile device capable of real time video streaming (such as an iPad, iPhone, capable smartphone, laptop, or similar device).

2. Real time account or service account capable of real time video streaming (such as Facetime, Go to Meeting, Skype, or similar software).
3. Basic onsite support services, as needed and as directed by Distributor's Service Department, which may include basic onsite support service tasks such as: reading off error codes, using a screwdriver or wrench, taking photos and videos, or any other minor support service task reasonably requested by Distributor's Service Department.
4. At no time will Customer's onsite support service personnel be required to perform tasks that the Customer or such personnel deems to be unsafe.
5. When remote service efforts do not result in satisfactory resolution of the problem, Distributor will make reasonable efforts to travel to Customer's location within 48 hours of the determination by Distributor's Service Manager that physical, onsite repair of the ROQ Equipment is necessary.

LIMITATION OF REMEDIES AND LIABILITY

The remedies provided by Manufacturer's Warranty and by this Distributor's Warranty herein are the Buyer's sole and exclusive remedies. Under no circumstances shall Distributor be liable for direct, indirect, special, incidental, or consequential damages (including, but not limited to, loss of profits), whether based on contract, tort, negligence, or any other legal theory. Distributor's Warranty is Distributor's exclusive warranty, and supersedes any other warranty of Distributor, whether written or oral, expressed or implied from the information herein. In the event of a dispute, the English language version of Distributor's Warranty will prevail.