



The M&R Companies

DUPLICATE INVOICE

M&R PRINTING EQUIPMENT INC.

440 Medinah Rd - Roselle, IL 60172 U.S.A.

USA: 800-736-6431/630-858-6101 FAX:(630)858-6134 Outside US:+1-847-967-4461

REMIT PAYMENTS TO: ACH ABA#071923909 ACCT# 0069287740
WIRE TRANSFER TO:Fifth Third Bank, 5050 Kingsley Drive, Cincinnati, OH 45227
Account #00692-87740:ABA #042000314: Swift #FTBCUS3C

Invoice Number: 1224386

Invoice Date: 25-AUG-2026

VAT Number:

M&R is moving to an all digital payment system. Payments must be received by ACH, Wire, or Credit Card (fees included).

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Bill to:

ROCKY MOUNTAIN SCRNPRTG. #32705

3015 GUNNISON ST.
COLORADO SPRINGS, CO 80910
USA

Ship to:

ROCKY MOUNTAIN SCRNPRTG. #32705
3015 GUNNISON ST.
COLORADO SPRINGS, CO 80910
USA

SHIP DATE			DUE DATE		SHIPVIA		ROS		TERMS		
25-AUG-26			09-SEP-26		United Parcel Prepay + Add		Roselle		Credit Card		
CUSTOMER PO NUMBER				ORDER DATE		TRACKING NUMBER				OUR ORDER NUMBER	
				24 - AUG - 2026		1Z6226170364589869				1125286 - 0	
QUANTITY ORD SHIP BO			UOM	ITEM NUMBER		DESCRIPTION			UNIT PRICE	DISCOUNT %	EXTENDED PRICE
1	1	0	EAC	CR-1017315	080773412S PLC FX2N-48MR MITSUBISHI			.00		.00	
1	1	0	EAC	1017259	24-INPUTS, 24-OUTPUTS 100-240VAC BATTERY REPLACEMENT MITSUBISHI F2-40BL (FOR FX-40)			165.11		165.11	
1	1	0	EAC	PROGRAM FEE-1	Harmonization Code: 850780 PROGRAM FEE FOR LOSS OF DATA FOR EQUIPMENT FROM 0-5 YEARS			500.00		500.00	
					Net Order Value					665.11	
					Delivery and Handling					46.61	
					Total Taxes					58.36	
					Less Deposit Paid					770.08	
					Balance Due (USD)					.00	

Until final payment we reserve the right of property as well as the right of deciding if and which point of time we will assert legal claim in case of delayed payment.

TERMS AND CONDITIONS OF SALE - M&R Companies* (hereinafter "the Company," "Seller" or "M&R")
* M&R Companies include M&R Printing Equipment, Inc. and/or any affiliates or subsidiaries of these companies.

1. Price Quotations.

- a. Unless explicitly and otherwise agreed to in writing by M&R, all price quotation(s), proposal(s), or accepted order(s) to which these Terms and Conditions apply (hereinafter the "Quote") expire thirty(30) days after the date of the Quote. ALL QUOTES ARE VALID ONLY: (i) IF A DATE IS LISTED ON THE QUOTATION; (ii) IF SELLER RECEIVES BUYER'S WRITTEN ACCEPTANCE OF THE QUOTE BEFORE EXPIRATION; (iii) IF BUYER'S REQUESTED DELIVERY DATE (INCLUDING ANY CHANGE ORDERS) IS WITHIN SIX (6) MONTHS OF THE DATE OF THE QUOTE; AND (iv) IF SELLER IS ABLE TO SHIP THE PRODUCT QUOTED WITHIN SIXTY (60) DAYS FROM BUYER'S WRITTEN ACCEPTANCE OF THE QUOTE. The price quotations and the agreement to manufacture or provide the item(s) listed on the Quote are conditioned upon the ability of M&R to complete the item(s) quoted at the present prices for material and at the existing scale of wages for labor. Buyer is understood to be the individual or entity listed on the Quote under "Bill to" or referenced as "Buyer" or "Customer".
- b. If any of requirements listed in 1. a. (i) through (iv) inclusive, necessary to fix the price quoted is not met, for any reason, the price quotations become the base price(s), which is/are subject to escalations from a "substantial increase" in material, equipment, or energy costs (as defined herein) through and including the ship date of all items quoted. A "substantial increase" in price of item(s) of material, equipment, or energy will be considered substantial when the price of the item(s) increase(s) a total of six percent (6.0%) or more between the date of this quotation and the shipment date for the final product(s). M&R agrees to use its best efforts to obtain material, labor, and energy prices consistent with those contemplated in the Quote from available suppliers; but should there be an increase in the price(s) of such material, labor or energy that will be purchased by M&R after Buyer's acceptance of the Quote, Buyer agrees to pay that cost increase, which M&R will document in writing.
- c. Buyer agrees that its accepted Quote constitutes a security agreement, under which Buyer grants to M&R a purchase money security interest in each product purchased by the Buyer pursuant to the Quote for the amount of the final purchase price, and M&R hereby reserves such security interest. In order to perfect M&R's security interest, Buyer agrees that (i) Buyer will execute any financing statements (e.g. UCC-1 forms) and amendments and supplements thereto, or other instruments that M&R, as a secured party, is required to file in compliance with the Commercial Code of any state, or any other law of the United States, and (ii) M&R may file such financing statements and Buyer's accepted Quote, or an electronic copy or other reproduction of Buyer's accepted Quote, with the appropriate governmental authorities at any time, alone or with other documents that M&R determines to be necessary or desirable to perfect or protect the security interests created hereby. Payment in full of the purchase price of any product will release the security interest on that product.
- 2. Payment and Security Terms.**
- a. Payment is to be made according to the terms of this Quote. Any late payments are subjected to a one and half percent (1 1/2%) interest charge per month.
- b. Buyer hereby agrees that payment for installation of the product(s) listed on the Quote shall not be refundable if Buyer fails to request installation of the product(s), in writing, within six (6) months of the date of shipment of the product(s).
- c. Buyer hereby grants and M&R reserves a purchase money security interest in each product purchased hereunder, and in any proceeds thereof, for the amount of its purchase price. Upon request by M&R, Buyer shall sign any document required to perfect such security interest. Payment in full of the purchase price of any product purchased hereunder shall release the security interest in that product.

3. Default.

- a. Upon a default in payment, M&R may, at its election, without notice and without demand, do any one or more of the following, all of which are hereby authorized by Buyer: (i) declare all unpaid installments immediately due and payable; (ii) enter, with or without process of law, any premises where the products might be and without breach of the peace take possession of the products and store them on the said premises, without charge or liability to M&R therefore, or remove the products to such other place or places as M&R deems convenient, all until foreclosure, sale, lease, or other disposition of the products by M&R; (iii) sell or otherwise dispose of the products, at public or private sale in accordance with applicable law, for cash or credit at the election of M&R (but Buyer shall be credited with the net proceeds of any such sale only when said proceeds are actually received by M&R), and M&R may become the purchaser at any such sale if permissible under applicable law; (iv) exercise any or all of rights accruing to a secured party under the Uniform Commercial Code and any applicable law upon default by a debtor. Buyer will, if M&R requests, assemble the products and make them available to M&R at a place to be designated by M&R which is reasonably convenient to M&R and Buyer.
- b. Buyer will pay M&R any deficiency that may remain after M&R credits Buyer's liabilities in the net amount of any proceeds received by M&R through M&R's exercise of any or all of its rights or with any amounts received by M&R from the sale, lease or other disposition of the products by a receiver, trustee, custodian or auctioneer. All M&R's rights under this Contract are cumulative.
- c. To the extent permitted by applicable law, Buyer hereby waives and releases M&R of and from any and all liabilities or penalties for failure of M&R to comply with any statutory or other requirement imposed on M&R relating to notices of sale, holding of sale, or reporting of any sale, and Buyer waives all rights of redemption from any such sale. In the event M&R seeks to take possession of the products by replevin or other court process, Buyer hereby irrevocably waives any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident of such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession of the products and waives the right to trial by jury with respect thereto and in any action in which M&R is a party.

4. Delivery Dates.

- a. Shipments of any products purchased are subject to M&R's availability schedule. M&R shall make every reasonable effort to meet any delivery date(s) quoted or acknowledged. However, M&R will not be liable for its failure to meet such date(s).

- b. M&R shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, limited availability of raw materials, and delays in delivery or inability to deliver by M&R's suppliers.

- 5. Shipment, Risk of Loss and Packing.** All orders are shipped F.O.B. manufacturer's plant, freight collect unless otherwise agreed to by M&R. Unless otherwise agreed to in writing by M&R, all products shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices.

6. Order of Precedence.

- a. These Terms and Conditions of sale and any attachments take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to these terms and conditions. Neither M&R's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.

- b. Buyer's purchase of M&R products hereunder represents acceptance of these Terms and Conditions of Sale, along with any escalations in price due to a substantial increase to the material, equipment, or energy costs as set forth herein and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

- 7. Cancellations.** If Buyer elects to cancel this order, written notice must be given to M&R within 30 days from date of M&R's Acknowledgement. Buyer agrees that all down payment monies will be considered as part of liquidated damages and will be applied towards M&R's cancellation charge. M&R may elect to cancel this order at any time by giving written notice to Buyer and refunding Buyer the full amount of any deposit paid to M&R.

- 8. Acceptance of Products.** Acceptance of the product(s) which are the subject of this document shall take place at M&R's factory at the conclusion of the manufacturing process. This acceptance by the Buyer shall be accomplished and conclusively established at the time that M&R performs, and the subject equipment passes, all applicable test procedures and programs established for the equipment.

- 9. Patent Indemnity.** M&R shall defend or settle any action or suit brought against Buyer based on an allegation that any M&R product infringes a US patent if notified promptly in writing and given assistance and the sole authority to defend or settle same at M&R's expense. M&R shall have the option to procure for Buyer the right to continue using said product; or replace same with a non-infringing product; or modify same so it becomes non-infringing; or refund the depreciated value of said product and accept return of the same. M&R shall have no liability for the infringement resulting from compliance with Buyer's designs or specifications or use of said product with products not supplied by M&R.

- 10. Warranty.** Products manufactured and/or supplied by M&R may offer limited warranties from the respective manufacturer of the equipment and/or products against defects in materials and workmanship. If M&R receives notice of such defects during the warranty period, the equipment/product manufacturers, at their option, may repair or replace products which prove to be defective. The warranty extends to the first Buyer only and terminates if the products are transferred or sold to another entity. The foregoing warranty is in lieu of, and M&R, for itself and its manufacturers, disclaims all other warranties, express, implied, or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose. In no event will M&R or its manufacturers be liable to Buyer for exemplary, incidental, indirect, special, or consequential damages of any kind, including, without limitation, loss of profit, loss of use, savings, or revenue, or diminution of value, whether or not M&R has been advised of the possibility of such loss, however caused and on any theory of liability in contract, in tort, under any warranty, in negligence, in strict liability, or otherwise, arising out of this Quote or Buyer's relationship with M&R. M&R, for itself and its manufacturers, disclaims any liability whatsoever for the Customer's environs where the equipment or product is to be operated and/or stored. This includes, but is not limited to, building construction, floor load, capacity of Electrical Panels or Service, atmosphere chemical content, ambient temperature and humidity content, or discharge from the exhaust plenums. Customer is solely responsible for obtaining and the expense of any Permits or Fees that may be required for the installation and operation of the equipment. M&R's liability, and the liability of M&R's manufacturers, if any, arising out of the terms and conditions of sale and/or sale or use of the product, including without limitation, any and all claims combined, shall not exceed and is limited to the amount of the purchase price of the products under the Quote. In no event will M&R or its manufacturers be liable for the cost of procurement of substitute goods by Buyer or any other person or entity. Buyer hereby agrees that the price stated for the equipment is sufficient consideration in limiting M&R's liability, and the liability of M&R's manufacturers and suppliers. No action, regardless of form, arising out of the transactions under this Quote may be brought by Buyer more than one (1) year after the cause of action has accrued.

- 11. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY, AND THE LIABILITY OF M&R'S MANUFACTURERS, FOR ANY EQUIPMENT OR PRODUCT WHETHER LIABILITY IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER. NOTWITHSTANDING THE FOREGOING PROVISION, UNDER NO CIRCUMSTANCES SHALL SELLER OR ITS MANUFACTURERS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY, AND THE LIABILITY OF M&R'S MANUFACTURERS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS QUOTE MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. M&R, ON BEHALF OF ITSELF AND ITS MANUFACTURERS, SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 12. Limitations of Remedies and Liability.** The remedies provided herein are Buyer's sole and exclusive remedies. In no event shall M&R or its manufacturers be liable for direct, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Amendments or Modifications; Entire Agreement.

- a. The Quote, together with these Terms and Conditions, shall not be amended or modified except in writing and when separately signed or initialed by both M&R and Buyer.

- b. This Quote constitutes the entire agreement and all of the covenants, representations, warranties, and understandings among and between M&R and the Buyer pertaining to the equipment, supplies, materials or services quoted/proposed in the Quote, and supersedes all prior quotes, proposals, agreements, understandings, negotiations and discussions by M&R and the Buyer, whether oral or written. To the extent that the language on the Quote or any referenced attachments is inconsistent with these Terms and Conditions, the Terms and Conditions shall control.

13. Governing Law, Dispute Resolution, Venue and Invalidity

- a. This Quote shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles.

- b. EACH PARTY AGREES THAT, TO THE EXTENT PERMISSIBLE BY LAW, ALL RIGHTS TO A TRIAL BY A JURY OF ANY CLAIM CONCERNING THIS QUOTE ARE ABSOLUTELY AND FOREVER WAIVED. Except for collection by M&R of the amounts due from Buyer pursuant to the Quote and any equitable relief in pursuing M&R's rights hereunder, all other disputes concerning this Quote shall be settled by arbitration, before one arbitrator, in accordance with the commercial arbitration rules of the American Arbitration Association or ADR Systems then in effect. The arbitrator shall be selected in accordance with such commercial arbitration rules. A party is entitled to initiate an arbitration proceeding if a dispute cannot be resolved amicably within ten (10) business days after the other party has been notified of the existence of the dispute. The arbitrator is authorized to grant injunctive relief and/or specific performance in addition to monetary relief. The arbitrator hereby is instructed to interpret and enforce this Quote in strict accordance with its terms, and in accordance with

Illinois law. All arbitration proceedings shall be held in Chicago, Illinois. The party requesting arbitration shall pay the upfront cost of the arbitrator, with the final or total costs determined or apportioned by the arbitrator as a part of the award.

c. The award of the arbitrator in any arbitration proceeding shall be final and the Parties hereby CONSENT TO THE PERSONAL JURISDICTION AND VENUE OF THE CIRCUIT COURT OF COOK COUNTY TO ENFORCE ANY ARBITRATION DECISION.

d. In the event that any provision of this Quote or its applications is held to be invalid, illegal or unenforceable in any respect: (i) the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired, and (ii) the Parties agree and affirm that the arbitrator may modify the provision or application held to be invalid, illegal or unenforceable so as to give it the fullest valid, legal and enforceable protection allowed and that such „blue pencil“ modification by the arbitrator will not be construed to be a new contract between the Parties.

14. Miscellaneous

a. Except as may be prohibited by the U.S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.

b. Any required notices shall be given in writing, via Certified U.S. Mail, at the address of each party listed on the Quote, set forth in the attachments hereto, or to such other address as either party may substitute by written notice to the other.

c. Buyer agrees to pay all of M&R's costs and expenses, including attorney's fees, if M&R must bring any legal action, proceeding or pleading to enforce its rights hereunder.

d. Buyer may not assign any Quotes hereunder without the prior written permission of M&R; any attempt to assign any rights, duties, or obligations, that arise under such Quotes without M&R's permission will be null and void.

e. Notwithstanding any other provision to the contrary, Buyer indemnifies and agrees to defend and hold M&R and any of its successors and assignees harmless from and against all claims, costs, expenses (including, but not limited to, reasonable attorney's fees), damages, losses, and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against any such indemnified party with respect to any product or its purchase, acceptance, delivery, ownership leasing possession, maintenance, use, operation, or transportation, whether or not other parties are involved.

f. For avoidance of doubt, no remedy for M&R referred to herein is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to M&R at law or in equity. No express or implied waiver by M&R of any default shall constitute a waiver of any default by Buyer or a waiver of any of M&R's rights, and no delay by M&R in enforcing any right or requiring performance of any provision herein by Buyer shall be a waiver of such right or otherwise effect the right of M&R to enforce such provisions.