

## TERMS AND CONDITIONS

(1) Acceptance. Seller accepts Buyer's order upon the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Shipment by Seller and acceptance or payment by Buyer for all or any of the articles covered by this Sales Order (the "Articles") shall constitute acceptance by Buyer of this Sales Order and all the terms hereof. Prior to acceptance by Buyer, Seller may withdraw or modify this Sales Order.

(2) Full Agreement. The agreement between Seller and Buyer (the "Sales Contract") with respect to the Articles shall consist of the terms and conditions contained herein together with any additions to, or revisions of, such terms mutually agreed to in writing by Seller and Buyer. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing, usages of the trade, and verbal agreements not reduced to writing and signed by Seller, to the extent that they alter the Sales Contract, shall not be binding on Seller.

(3) Modification. Except as provided herein, the terms of the Sales Contract may not be modified, terminated or repudiated, in whole or in part, except by a writing signed by Seller and Buyer. Seller may, at its option, treat any attempted modification, termination or repudiation to which it does not assent as a breach of the entire Sales Contract and claim all proper damages. If the Sales Contract, or any part thereof, is terminated by agreement of the parties and there is no contrary written agreement between Seller and Buyer, Buyer shall pay termination charges as follows: (a) the price provided in such order for all Articles assembled prior to the agreement by Seller to termination, plus (b) the actual expenditures made and liabilities incurred by Seller in connection with the uncompleted portion of the order, plus (c) a reasonable estimated profit on the uncompleted portion of the order.

(4) Purchase Price and Delivery. Unless the contrary appears on the face of this Sales Order, Buyer shall pay 30% of the purchase price upon receipt and acceptance of this Sales Order, 60% at the time of shipment of the Articles and the balance within 30 days from date of shipment. Terms are F.O.B. Plant of Manufacture. Seller has no obligation to install any Articles or to provide startup services. Buyer shall pay all shipping costs and bear the risk of loss after seller completes delivery to the carrier.

(5) Sales or Use Tax. The price shown on the face hereof does not include any tax or other governmental charges upon the sale, shipment or use of the Articles which Seller is required to pay or collect from Buyer. Any such tax or charge shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to the appropriate taxing authority.

(6) Time of Delivery. Shipment schedules are approximate and are based on conditions at the time of acceptance. Seller, in good faith, shall attempt to effect delivery by the date specified, but shall not be responsible or liable for delays or failure to make deliveries due to its ceasing to manufacture any Articles, or to causes beyond its reasonable control including, without limitation, delays due to fire, water, accident, strike, governmental regulations, shortage of material, delays of a supplier or act of God. In such cases, Seller reserves the right to terminate the order or to reschedule delivery within a reasonable time. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM FAILURE TO MEET DELIVERY SCHEDULES.

(7) Warranty. Except as provided on the face of this Sales Order, Seller warrants the Articles delivered under this Sales Contract as follows: (a) Articles manufactured and sold by Seller but subject to wear and which are reasonably expected to be periodically replaced, including but not limited to knives, heating elements, belts, chains, clutches and brakes, are warranted to be free of defects in materials and workmanship under normal use and service for a period of 30 days from the date of shipment; (b) Other Articles manufactured and sold by Seller shall be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of shipment; (c) Articles sold but not manufactured by Seller, including equipment incorporated into the Articles, e.g. drives, are warranted as to defects in workmanship and material consistent with such Vendor's warranty provision.

This warranty shall not apply to any Article which (1) has been altered outside Seller's factory in any way so as, in Seller's judgement, to affect such Article's reliability; (2) has been subject to misuse, negligence, or accident; or (3) has been used other than in accordance with any printed instructions prepared by Seller and provided by Seller with the Article.

THIS WARRANTY GIVEN IN THIS SECTION IS EXCLUSIVE. SELLER DOES NOT WARRANT MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR MAKE ANY OTHER WARRANTY OR AGREEMENT EXPRESS OR IMPLIED WITH RESPECT TO ANY ARTICLES DELIVERED UNDER THE SALES CONTRACT. IF ANY MODEL OR SAMPLE WAS SHOWN TO BUYER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE ARTICLE AND NOT TO REPRESENT THAT ANY ARTICLE DELIVERED HEREUNDER WOULD CONFORM TO THE MODEL OR SAMPLE.

(8) Seller's Exclusive Obligations. Seller's obligations with respect to any Articles delivered to Buyer under this Sales Contract are limited exclusively to Seller's choice of repair, replacement or refund of purchase price of any Articles or parts thereof which shall be returned to Seller promptly after delivery by the Buyer in the manner set forth in this clause, and which Seller's examination shall disclose to its satisfaction not to have conformed to the contract or to have been defective as specified in the Warranty clause.

All such Articles shall be returned to Seller's place of shipment freight prepaid, pursuant to the prior authorization of Seller, which authorization shall be granted upon the Buyer's detailed statement of the claimed defect or nonconformity. All Articles returned shall be clearly marked with the number of Seller's return authorization number. This risk of loss and freight charges to and from Seller shall be borne by Buyer, but Seller shall bear the cost of repair or replacement and the risk of loss while the Articles are in Seller's possession at its plant. If the Articles are returned without Seller's prior authorization, Seller shall hold the Articles pending receipt of Buyer's instructions or statement of defect; provided that prior to such receipt, risk of loss of the Articles shall remain with Buyer.

THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY FOR BUYER UNDER THE SALES CONTRACT. SELLER SHALL NOT BE RESPONSIBLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ARTICLES DELIVERED UNDER THIS SALES CONTRACT.

(9) Infringement. The Buyer will indemnify and hold Seller harmless against all damages, costs, expenses or attorneys' fees arising from claims of infringement of patents, designs, copyrights or trademarks with respect to all Articles manufactured or assembled either in whole or in part to Buyer's specifications. Seller further reserves the right to cancel any order for Articles the manufacture, sale and/or use of which, in the opinion of Seller, would infringe upon any patent, design, copyright or trademark.

Seller will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Patent by the Articles covered by the Sales Contract which are not either, in whole or in part, manufactured or assembled to the Buyer's specifications provided, however, that the foregoing undertaking of Seller shall not apply unless Seller shall have been informed as soon as practicable by Buyer of the charge or suit alleging such infringement and shall have been given the opportunity to take over the defense thereof and provided, further, that it shall not apply if the alleged infringement results from the use of the Articles in combination with equipment which is not part of the Articles purchased hereunder where such infringement would not have occurred from the use of the Articles not in combination with such equipment. Except as in this paragraph provided, Seller makes no warranty that the Articles will be delivered free of the rightful claim of any third party by way of infringement or the like.

(10) Product Safety. Various Federal, State, and local laws may impose restrictions on the Buyer of the Articles delivered under this Sales Contract covering certain features and/or operation of the Articles. Because of the variability of these laws, and the non-uniform interpretation of some of them, Seller does not warrant that the Articles delivered under this Sales Contract conform to any Federal, State, or local law covering either design features or operation of the Articles. Compliance with all Federal, State and local law shall remain with Buyer.

Buyer further agrees to indemnify and hold Seller harmless against all claims, damages, costs, expenses, and attorney's fees arising from claims for personal injury involving Articles delivered under this Sales Contract where the Articles were either (a) altered by Buyer and injury is related to the modified features of the Article or (b) used in conjunction with equipment not supplied by Seller and injury is related to the equipment not supplied by Seller.

(11) Applicable Law. This Sales Contract shall be governed by the laws of the Commonwealth of Massachusetts.

ALL INQUIRIES REGARDING THIS ORDER  
SHOULD REFER TO THIS NUMBER

WORK ORDER NUMBER

40989

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Order Entry Date 11/30/99  
Date Prepared 12/07/99  
\* Schedule Date 5/12/00  
Quotation Number 64634

# Battenfeld Gloucester

Battenfeld Gloucester Engineering Co., Inc.  
Blackburn Industrial Park/Post Office Box 900  
Gloucester, Massachusetts 01931-0900 USA  
Tel. 978-281-1800 FAX 978-282-9111

\*Acceptance of the order of the buyer named on the face hereof ("Buyer") expressly is made conditional on Buyer's assent to the Terms and Conditions on the reverse hereof, and Gloucester Engineering Co., Inc. ("Seller") agrees to furnish the articles described herein only upon those Terms and Conditions\*.

SOLD TO: DANAFILMS, INC.  
5 Otis  
Westboro MA 01581

SHIP TO: Sold to address

Attn: Mr. Bob Simoncini

CUSTOMER NO.	CUSTOMER P.O. NO.	SALESMAN	GEO. CODE	SHIP VIA	DATE SHIPPED	PREPAID	COLLECT	TERMS
02287	1044	GS/CF	KY	Best Way		X		See Below

Item	Qty.	Product Code	Item Description	Amount
BL# 2622		AT-5/22/00	<p>o MONO LAYER BLOWN FILM LINE FOR THE PRODUCTION OF HIGH QUALITY SHEETING</p> <p>Products: 1. Wound Sheeting for Custom Film Applications 2. Duct Tape</p> <p>Structure: Mono Layer</p> <p>Materials: Product 1: 70% LLDPE 1.0 M.I. Super Hexene 30% LDPE 1.5 - 2.0 M.I.</p> <p>Product 2: 50 - 60% LLDPE 1.0 M.I. 40 - 50% LDPE 1.5 - 2.0 M.I.</p> <p>Layflat Range: 60" - 80" (Through Nip - Untrimmed)</p> <p>Gauge: 1.0 - 12 Mil 1.0 - 8.0 Mil (95% of products) 1.0 - 3.0 Mil (60% of products)</p> <p>Ambient Air: 80 - 90 Degrees F Air Ring Air: 40 - 50 Degrees F</p>	
2624		AT-5/23/00		
2633		GTS-5/24/00		
2666		GTS-6/5/00		
2694		AT-6/8/00		
2721		ABFS-6/15/00		
2744		L0MM-6/22/00		
2736		L0MM-6/20/00		
2738		L0MM-6/20/00		
2754		AT-6/24/00		
2807		ABFS-7/10/00		

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Item	Qty.	Product Code	Item Description	Amount
			IBC Air: 40 - 50 Degrees F	
			Target Rate: 1035 - 1105 lbs./hr. (IBC) - Lamination Metalized and Coating Films	
			1450 - 1520 lbs./hr. (IBC) - LDPE Duct Tape Product	
			Line Speed: 40 - 400 FPM	
			Operational Mechanical Gear In Speed: 550 FPM	
			Treat Level: 48 Dynes @ 1100 ppm Slip	
			Layflat Tolerance: +/- 3/16"	
			Gauge Uniformity: +/- 7.5% @ 2 Sigma (2.0 Mil Lam. Film, etc.) - without Autoprofile	
			+/- 11.5% @ 2 Sigma (2.0 mil Duct Tape)	

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Item	Qty.	Product Code	Item Description	Amount
			<p>without Autoprofile</p> <p>+/- 5% @ 2 Sigma (2.0 mil Lam. Film, etc). with Autoprofile</p> <p>+/- 7.5% @ 2 Sigma (2.0 mil Duct Tape) with Autoprofile</p> <p>Measured with off line mechanical gauge (every 1") Gauge uniformity dependent on output rate</p> <p>Roll Circumference: Within 0.2" Variation Circumferentially end to end; 42" Diameter Roll</p> <p>Edge Weave: 1/16" for Slit Rolls Wound on 6" Diameter Shaft Up to 42" Roll Diameter</p> <p>Auto-cut: Limited to 5.0 mils or less (sheeting)</p> <p>Recommended Chiller Capacity: Approximately 45 Tons (External and IBC</p>	

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Item	Qty.	Product Code	Item Description					Amount
01	1	01-010916Z	Air Rings) Provided by Customer (per line).  Blending: Provided by Customer  Extrol 6016 Microprocessor Control System 1. Extrusion process control system utilizing 16 bit microprocessor. 2. Main features: a. 13" color CRT display b. Industrial multifunction keyboard c. Control consoles with all computer hardware are programmed, and pretested prior to shipment. d. Free standing floor mounted control panel, which can be integrated with optional power panel. e. Storage of material recipes and tuning parameters on EEPROM memory. f. Zoom feature allows close examination of any information on screen. 3. Control Features: a. PID control on each temperature zone, keyboard access to tuning parameter.					55,460.00

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Item	Qty.	Product Code	Item Description	Amount
			<ul style="list-style-type: none"> <li>b. Manual override on all zones in case of sensor failure.</li> <li>c. Automatic, coordinated speed control for multi motor systems. Provides simplified start-up and shut-down procedure. (4 drives max.)</li> <li>d. Temperature control, display and alarm all heat zones for extruders.</li> <li>e. Temperature control, display and alarm all heat zones for screen changer, adapters, and die.</li> <li>f. 39 zones heat/cool max. for features d. &amp; e.</li> <li>g. Monitor, display and alarm (high &amp; low) process pressure through transducers (6 max.)</li> <li>h. Monitor, display and alarm drive amps. (4 drives max.)</li> <li>i. Monitor, display and control extruder and melt drive RPMs.</li> <li>j. Temperature control, display and alarm cooling rolls.</li> </ul> <p>4. Reporting Features:</p> <ul style="list-style-type: none"> <li>a. Trend reporting via multicolor bar chart integrated with the control system.</li> <li>b. Average and standard deviation of variables on</li> </ul>	

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Item	Qty.	Product Code	Item Description					Amount
			<ul style="list-style-type: none"> <li>trend display.</li> <li>c. 300 data points continuously stored for each variable and displayed on demand/operator determines data time interval and limits from keyboard.</li> <li>5. Safety Features:               <ul style="list-style-type: none"> <li>a. High/low deviation alarm, high/low safety alarms for all control zones.</li> <li>b. Computer error alarm (watchdog timer)</li> <li>c. Thermocouple error alarm</li> <li>d. High pressure/high load alarm</li> <li>e. Automatic shutdown (high pressure)</li> <li>f. Cold start protection</li> <li>g. Runaway heater alarm</li> </ul> </li> <li>6. Black &amp; white hard copy printer.</li> <li>7. Console to be free standing. Panels to be remote mounted.</li> <li>8. Complete spare parts package including keyboard, and 13" color CRT display, one (1) of each printed circuit board, and all power supplies pertaining to the computer.</li> <li>9. Includes the following:</li> </ul>					
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Item	Qty.	Product Code	Item Description	Amount
02	1	01-010910Z	<p>a. Control of extruder drive b. Control of primary nip drive c. Control of extruder heat/cool zones d. Control of die, screen changer, and adapter heat only zones. e. Pressure display before and after screen changer. f. Melt temperature display g. Black and White printer h. Battery back-up i. Control of Autoprofile System j. Layflat display k. Extruder feed throat temperature control l. Remote control of collapsers at Extrol® station</p> <p>* Schedule Date = June 9, 2000</p> <p>Extrol® Power Panel 1. Cabinet - Free standing, straight faced NEMA 12 cabinet with "through-the-door" disconnect. 2. Solid State contactors. 3. Wiring - All wiring is color coded, fused, and sized according to the national electrical code.</p>	

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02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description					Amount
03	1	01-010910Z	Wiring terminations are numbered, both on the conductor and at the terminal strip to which it is connected. Power and signal wiring are separated to avoid electrical noise. 4. Air conditioned. * Schedule Date = June 9, 2000 Air Conditioned Control Panel 1. Price included in Item 01. * Schedule Date = June 9, 2000					
04	1	01-011118	6.0 " 30:1 L/D 6-Zone Loboy Extruder-Contracool - Series 1. Barrel - 4140 Steel; Xaloy 800 lined. 2. See Item 05. 3. Thrust Bearing - Tapered roller bearing with a B-10 rating of 110,000 hrs. at 5000 PSI and 100 RPM. 4. Control Panel - See Item 02. 5. Contracool - Multizone Contracool - with central exhaust blower. 6. Hopper - Provided by customer.					169,844.00

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Item	Qty.	Product Code	Item Description	Amount
05	1	01-010822Z	<p>7. Accessories - Screw pusher, rupture disc rated for 7,500 psi, gearbox oil pump, filter and heat exchanger. Heat exchanger uses 5.09 GPM of water at 40 - 80 degrees F.</p> <p>8. Right hand.</p> <p>9. Feed throat temperature control.</p> <p>10. G.I.S.: By engineering.</p> <p>11. Powder seal.</p> <p>12. Bore scoping of extruder on site by BGE.</p> <p>* Schedule Date = June 9, 2000</p> <p>6.0" 30:1 Extruder Screw</p> <p>1. Barrier design with mixing section.</p> <p>2. Manufactured from alloy steel.</p> <p>3. Colmonoy 83 flights.</p> <p>4. Cored through feed section.</p> <p>5. Polished surface.</p> <p>6. Price included in Item 04.</p> <p>7. Chrome plated.</p> <p>* Schedule Date = June 9, 2000</p>	

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06	1	01-020136	400 HP DC Saftronics Drive - Digital 1. GM6-4 Series Controller a. Stand-alone NEMA 1A, gasketed and blower ventilated or mounted in BGE power panel. b. Power module rated 150% for 60 seconds. c. Fully rated DC armature contactor. d. 50mV Shunt in armature circuit. e. Circuit breaker with door interlock handle. f. Fused blower motor starter. g. Field loss relay. h. Field economy circuit. i. 100VA Control transformer. j. Field trim resistor is standard, field regulator provided for extended speed range. 2. G.E. DC Motor, 1750 RPM Base Speed a. Drip proof blower ventilated. b. F1 or F2 Conduit box location. c. Normally closed thermostat. d. Blower and filter. e. Encoder mounting kit with encoder for +/- 1% speed regulation over a 10:1 constant torque					62,884.00
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Blackburn Industrial Park/Post Office Box 900  
Gloucester, Massachusetts 01931-0900 USA  
Tel. 978-281-1800 FAX 978-282-9111

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SOLD TO: DANAFILMS, INC.  
5 Otis  
Westboro

MA 01581

SHIP TO: Sold to address

Attn: Mr. Bob Simoncini

CUSTOMER NO.	CUSTOMER P.O. NO.	SALESMAN	GEO. CODE	SHIP VIA	DATE SHIPPED	PREPAID	COLLECT	TERMS
02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description					Amount
07	1	01-020412	range. f. Start-up of drive included. 3. 460V, 3 phase, 60 cycle. * Schedule Date = June 9, 2000 Isolation Transformer for 400 HP Extruder Drive * Schedule Date = June 9, 2000					12,653.00
08	2	01-010071Z	Dynisco Pressure Transducer 1. Mounted before and after screen changer. 2. Display at Extrol®. * Schedule Date = June 9, 2000					
09	1	01-010165Z	Melt Thermocouple - Fixed Depth 1. Mounted in adapter. 2. Display at Extrol®. * Schedule Date = June 9, 2000					

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\* Schedule Date 5/12/00  
Quotation Number 64634

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Item	Qty.	Product Code	Item Description					Amount
10	1	01-030408	Dynisco HSC-60 Hydraulic Screen Changer - Mono-Layer 1. Bolt connection to extruder. 2. Design allows up to 10,000 PSI operating pressure 3,000 PSI drop across the screen pack/breaker plate. 3. Heat pipe technology. 4. The downstream seal is located in position by a counter bore in the body, allowing the downstream reducer bushing to be removed for pulling the extruder screw through the installed screen changer without the seal becoming dislodged. 5. Nickel plated flow surfaces. 6. Includes Solenoid valve, controls and hydraulic hoses. 7. Wired for one (1) heat zone (includes heaters, type J thermocouple(s) and appropriate connector/connection. This item does not include temperature control instrument/equipment).  * Schedule Date = June 9, 2000					21,145.00
11	1	01-030432	Hydraulic Power Unit for operating Hydraulic Screen Changers. 1. Compact design with "pressure ready" light as standard.					5,723.00

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Item	Qty.	Product Code	Item Description					Amount
12	1	01-040018	<p>2. Logical integrated valve/cylinder arrangement actuates the slide plate in the direction of lever movement.</p> <p>3. Controls included along with oil reservoir, nitrogen accumulator, non-restart feature and "power on" light.</p> <p>4. Set-up for 460/3/60 power and 110 VAC control voltage.</p> <p>5. Includes accumulator gas recharge kit.</p> <p>* Schedule Date = June 9, 2000</p> <p>6.0" 1-Piece Straight Downstream Adapter (up to 30" in length to connect screen changer to die block.</p> <p>1. Adapter machined from 4140 steel.</p> <p>2. All flow surfaces are electroless nickel plated.</p> <p>3. Includes heaters and "J" thermocouple.</p> <p>4. Includes plugged taps for melt temperature and pressure probes.</p> <p>5. Wired for one (1) heat zone (includes heaters, type J thermocouple(s) and appropriate connector/connection. This item does not include temperature control instrument/equipment).</p> <p>* Schedule Date = June 16, 2000</p>					5,587.00

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Item	Qty.	Product Code	Item Description					Amount
13	1	01-040033Z	Die Cart for "Optiflow LP" Die 1. Structural steel cart mounted on two flat and two "V" swivel castors. 2. IBC supply and exhaust tubes to be provided external to die cart. 3. External air ring plenum integral to die cart. 4. Die cart to be "plate" design with die on supports.  * Schedule Date = June 16, 2000					5,750.00
14	1	01-040622Z	22" Mono Layer "Optiflow LP" die - IBC 1. Die machined from 4140 steel. 2. Electroless nickel plating. 3. Die is bored for Internal Bubble Cooling 4. Die is wired for five (5) heat zones. (Includes heaters, type J thermocouples and appropriate connector/connection. This item does not include temperature control instrument/equipment). 5. Pin machined for insert. Does not include insert. 6. Die to be interchangeable with 18" die on W.O. 40990.					70,117.00

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Item	Qty.	Product Code	Item Description					Amount
15	1	01-044012	* Schedule Date = June 16, 2000 22" Die Pin Insert 1. 4140 Steel. 2. Electroless nickel plated. 3. Die gap: 0.070" (customer specification) * Schedule Date = June 16, 2000					3,757.00
16	1	01-041222Z	22" Dual Lip Air Ring 1. Model 900 Series 2. 940 Body 3. Pressure and temperature gauges 4. Eight (8) inlets with 12 feet of 5" diameter insulated flex hose per inlet. 5. Includes plenum 6. B.U.R.: 1.5 - 2.5:1 7. Adjustable upper lip 8. To be "new style" air ring * Schedule Date = June 16, 2000					32,758.00

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Item	Qty.	Product Code	Item Description				Amount	
17	1	01-041264Z	Autoprofile System for 900 Series Air Ring 1. Model 940 body 2. Control by Extrol® 6016.  * Schedule Date = June 16, 2000				39,579.00	
18	1	01-041253Z	Adjustable Iris for Model 940 Air Ring  * Schedule Date = June 16, 2000				5,537.00	
19	1	01-042260	Insulation of Air Ring Housing 1. Closed cell neoprene is applied to the air ring housing.  * Schedule Date = June 16, 2000				1,311.00	
20	1	01-042113Z	Air Ring Blower with Variable Frequency A.C. Drive System. 1. 3400 CFM blower with 20 HP A.C. motor and Variable Frequency A.C. drive. 2. Air maze inlet filter to prevent clogging of downstream equipment.				15,206.00	

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Item	Qty.	Product Code	Item Description					Amount
21	1	01-120158Z	3. Operator control station with easy-to-read 3 digit speed pot and large Allen Bradley start-stop push buttons. 4. Controls integrated into Extrol® control panel.  * Schedule Date = May 12, 2000  Polycool Coils Heat Exchanger for use with 22" Diameter Air Rings. 1. Air inlet and outlet are 10" in diameter. Rated for 3400 CFM. 2. Chill water inlet and outlet are 2" in diameter. Uses 74 GPM. 3. Sized for use with propylene glycol.  * Schedule Date = May 12, 2000					10,218.00
22	1	01-040358	Pressure Blower Silencer for Air Ring Blower  * Schedule Date = May 12, 2000					1,343.00
23	1	01-040931Z	Internal Bubble Cooling (IBC) Air Exchange System					14,218.00

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Item	Qty.	Product Code	Item Description					Amount
24	1	01-041005	<p>22" Diameter, Non-rotating</p> <ol style="list-style-type: none"> <li>Single lip design IBC air ring.</li> <li>IBC manifold connects supply and exhaust tubes to air ring and exhaust stack. Tubes insulated from die using air gap and reflective coating.</li> <li>Supply and exhaust tubes connected to plenums (internal to die cart) via insulated flexible hose.</li> <li>Removable exhaust stack mounts on IBC manifold.</li> </ol> <p>* Schedule Date = June 16, 2000</p> <p>I.B.C. Blower System - Variable Speed A.C. Blowers.</p> <ol style="list-style-type: none"> <li>Variable speed A.C. supply blower rated at 20 HP, 37" static pressure and 1800 CFM.</li> <li>Variable speed A.C. exhaust blower rated at 20 HP, 45.5" static pressure and 1950 CFM.</li> <li>Intake air filter and hose transitions included.</li> <li>Blower speeds controlled from the bubble diameter sensing and control system panel.</li> </ol> <p>* Schedule Date = May 12, 2000</p>					24,769.00

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Item	Qty.	Product Code	Item Description	Amount
25	1	01-120172Z	<p>Polycool Coils Heat Exchanger for use with 22" Diameter IBC Air Rings. Model 2131</p> <ol style="list-style-type: none"> <li>Air inlet and outlet are 8" diameter and is rated for 1800 CFM.</li> <li>Chill water inlet and outlet are 2" diameter in and uses 39 GPM.</li> <li>Sized for use with Propylene Glycol.</li> </ol> <p>* Schedule Date = May 12, 2000</p>	9,045.00
26	2	01-040360	<p>Pressure Blower Silencer for IBC Blowers</p> <p>* Schedule Date = May 12, 2000</p>	1,343.00 ea 2,686.00
27	1	01-040903	<p>Digisonic® IBC Layflat Control System,</p> <ol style="list-style-type: none"> <li>Patented use of non-contact sonic sensors.</li> <li>Continuous self-calibration.</li> <li>Sensor error and sensor failure detection.</li> <li>Fully automatic start-up, run, and shutdown functions.</li> <li>Status displays of the system.</li> <li>Recipe storage setpoints.</li> <li>Toggle between English/metric units.</li> </ol>	17,362.00

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Item	Qty.	Product Code	Item Description					Amount
28	1	01-040668	8. Includes five (5) sonic sensors, with mounting brackets and cabling, operator panel with keyboard and display in Nema 12 enclosure, and air control valve.  * Schedule Date = June 9, 2000  Bubble Cage and Guide Assembly 1. 23" - 54" Diameter 36" - 85" Layflat with concentric adjustment through entire range. 2. Motorized diameter adjustment. 3. Motorized height adjustment via jack screws. 4. Segmented teflon roller guide rings.  * Schedule Date = May 12, 2000					44,143.00
29	1	01-060922	Manually Adjusted Centering Bubble Guide Assembly. 1. Two rows of Teflon rollers mounted on four pivot arms. 2. Single point adjustment 3. Minimum Diameter: 30", Minimum Layflat: 47.1" 4. Maximum Diameter: 50", Maximum Layflat: 80"					7,400.00

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Item	Qty.	Product Code	Item Description				Amount	
30	1	01-055029Z	* Schedule Date = May 12, 2000 84" Composite Roller Collapsers 1. Two 84" width X 168" long collapsing frames. 2. Collapsing surface; 1-7/8" O.D. rollers with friction finish. 3. Two segmented roller side guides. 4. Hardware and adjusting mechanism for the side guides and lower section of the collapsing frames. 5. Includes parallel entrance to the nip (est. 12"). * Schedule Date = May 12, 2000				49,605.00	
31	1	01-057234Z	Motorized adjustment for Collapsers and Side Guides 1. Two stations for adjustments. One at Extrol® station and one in a box for customer to select mounting location. * Schedule Date = May 12, 2000				6,077.00	
32	1	01-050808Z	2200 mm Reinhold Horizontal Oscillating Haul-off Type SRHP * Schedule Date = May 12, 2000				162,348.00	

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			<ol style="list-style-type: none"> <li>1. Ring mount assembly with two horizontally pivoting, chromium plated turning bars.</li> <li>2. Compressed air blowers.</li> <li>3. Four (4) Aluminum guide rolls.</li> <li>4. Oscillating drive with frequency controlled motor (adjustable oscillating time).</li> <li>5. Base frame with four (4) supports to accept the ring mounting assembly.</li> <li>6. Spiral grooved rubber spreader roller mounted after second air turning bar.</li> <li>7. One rotating assembly for the turning bars. On start-up of the line, the turning bars are switched so that they can be moved to facilitate threading of the film. As the oscillation is turned on, the turning bars are automatically fixed in position.</li> <li>8. One haul-off assembly (BGE nip) consisting of a rubber neoprene (50 durometer) nip roll. (pneumatically loaded/unloaded)</li> <li>9. AC Vector drive.</li> <li>10. Mechanical gear in speed: 550 fpm</li> <li>11. Nip pressure regulator to be mounted in a remote panel and to be located by customer during installation.</li> </ol>	
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33	1	01-110114Z	<p>* Schedule Date = May 12, 2000</p> <p>45 Ft. Steel Tower - 84" Roll Face.</p> <ol style="list-style-type: none"> <li>1. Welded tower constructed on site from square steel structural tubing, hand rails and kickplates.</li> <li>2. Mezzanine located over the extruder to support the Contracool® blower, IBC blowers, air ring blower, Polycool coils, and customer provided blenders.</li> <li>3. Mezzanine extension over the winders to support the treater station and splitting nip.</li> <li>4. Walkway access from tower area to secondary nip and treater station.</li> <li>5. Includes installation of tower and tower mounted components.</li> <li>6. Tower drawings to be sent to customer for approval prior to manufacturing process.</li> <li>7. Similar to BGE tower design in Westborough facility (S/N 36032).</li> <li>8. Diamond plate deck under mixer, above winders and at oscillating hauloff. Grating over extruder.</li> </ol>	108,080.00

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Item	Qty.	Product Code	Item Description				Amount	
34	8	01-060040	<p>* Schedule Date = May 12, 2000</p> <p>Tower Idler Rolls - 3.5" X 84"</p> <ol style="list-style-type: none"> <li>3.5" Precision machined aluminum rolls</li> <li>Precision bearings for free turning rotation</li> <li>Includes extended shaft and mounting blocks</li> <li>Idler rolls quantity is best estimate. BGE reserves the right to change final quantity, (and net price), based on approved final tower layout.</li> </ol>				725.00 ea 5,800.00	
35	1	01-060000Z	<p>* Schedule Date = May 12, 2000</p> <p>Enercon Two Side Treater Station</p> <ol style="list-style-type: none"> <li>Maximum treat width: 82"</li> <li>Two (2) stainless steel electrode assemblies (one per side) with 1" adjustable segments.</li> <li>Two (2) ceramic covered ground rolls.</li> <li>Hinged electrode assembly.</li> <li>Ground rolls to be tendency driven.</li> <li>Exhaust blower.</li> <li>Watt density/proportional speed control.</li> <li>Operator's remote panel (shut off only).</li> </ol>				48,320.00	

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Quotation Number 64634

# Battenfeld Gloucester

Battenfeld Gloucester Engineering Co., Inc.  
Blackburn Industrial Park/Post Office Box 900  
Gloucester, Massachusetts 01931-0900 USA  
Tel. 978-281-1800 FAX 978-282-9111

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5 Otis  
Westboro

MA 01581

SHIP TO: Sold to address

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02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description				Amount	
36	1	01-060812	9. Two (2) power supplies 5 kw each. 10. System sized based on LDPE, 1 - 8 mil, 82" width, 400 fpm, 48 dynes, 1100 ppm slip. 11. Pneumatic cylinder for electrode retraction. 12. Air gap adjustment. 13. Tendency driven station. 14. Reference Enercon Quote 9907B48171R3.  * Schedule Date = May 12, 2000  E + L Electro-Mechanical Center Guide System 1. Pivoting frame guide. 2. (2) Ultrasonic Sensors. High temperature version tested to 180 degrees F (82 degrees C). 3. Servo-center (Operator actuated, returns guide to tram position). 4. DC drive linear motor actuator. 5. Centerline Guiding Amplifier. 6. Leveling feet on Guide Frame. 7. 80" Maximum web width. 8. 84" Rollface width. 9. 36" Correction span.				12,866.00	

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Item	Qty.	Product Code	Item Description					Amount
37	1	01-010940	<p>10. 136" Mounting centers. 11. 4" Idler roll diameter. 12. This system can operate as an edge guiding system. Deduct one of the two ultrasonic sensors. Centerline Guide Amplifier can operate in either centerguide or edge guide mode. 13. 110/220 Volts, 1 Phase, 60 Hertz, switchable.</p> <p>* Schedule Date = May 12, 2000</p> <p>NDC Beta Gauge System connected to Extrol featuring:</p> <ol style="list-style-type: none"> <li>1. Measuring assembly typically utilizing Krypton 85               <ol style="list-style-type: none"> <li>a. Measurement range of 0.3 to 10 mil (S.G.=1)</li> <li>b. Typical accuracy of +- 0.25% of actual thickness.</li> <li>c. Operating temperature range of 32° to 122° F</li> <li>d. Utilizes a 0.75" air gap for Beta transmission</li> <li>e. Is not sensitive to composition variations such as color or additives.</li> </ol> </li> <li>2. Fixed track, sliding mechanism, edge detectors, and cabling for automatic positioning of the gauge head.</li> <li>3. Interfaces directly to Extrol system to offer the following features:</li> </ol>					32,544.00

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Item	Qty.	Product Code	Item Description					Amount
38	1	01-081839Z	<p>a. High resolution profile, isometric and polar plot graphic displays of thickness VS. die bolt position.</p> <p>b. Thickness profile and average film thickness trend plotting and print system.</p> <p>c. Average thickness control with target management option will automatically adjust average film thickness to maintain all points above a minimum value for yield improvement.</p> <p>4. Extrol system required for control and graphics and must be quoted separately.</p> <p>5. It is the customer's responsibility to obtain proper licensing for the nuclear source prior to shipment. Failure to do so could result in a delay in shipping the source thereby delaying your production. Customers that require assistance may contact BGE.</p> <p>* Schedule Date = May 12, 2000</p> <p>84" Secondary Nip Rolls for front to front Winders</p> <p>1. One (1) chrome roll and one (1) 55 Durometer rubber roll, pneumatically actuated. (Rubber roll grooved).</p>					51,425.00

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Item	Qty.	Product Code	Item Description	Amount
39	2	01-082204Z	<p>2. AC flux vector drive premounted in frames.</p> <p>3. Load cell tension control.</p> <p>4. Mounted between winders with supports.</p> <p>5. Trimless edge slitter, complete with ball bushing for wide range edge tracking.</p> <p>6. One (1) pair dual edge slitters for uninterrupted slitting.</p> <p>7. Includes "S-wrap" chill station. Rolls will be cored for cooling with rotary unions included.</p> <p>8. Separation of web after exit of secondary nip by two (2) idlers.</p> <p>9. Temperature control unit for S-wrap provided by customer.</p> <p>* Schedule Date = May 12, 2000</p> <p>84" Model 1031-S Single Turret Winder</p> <p>1. Uses an Allen Bradley "touch screen" Programmable Logic Controller (PLC) to control the spindle drives as well as the sequencing logic.</p> <p>2. Winder incorporates taper tension.</p> <p>3. Changes from 3" to 6" cores with a single switch.</p>	<p>314,250.00 ea</p> <p>628,500.00</p>

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Item	Qty.	Product Code	Item Description					Amount
			4. Changes from forward to reverse wind with a single switch. 5. Load cells used to control winder tension. 6. Electrostatic web transfer up to four (4) mil film. 7. Cutoff with top cut and bottom cut capability (up to 5 mil). 8. Linear layon roll with force transducer controlled floating layon. 9. Integral secondary nip roll assembly with driven bowed roll and load cell controlled driven chrome roll. Two model 915 pneumatic slitter assemblies and mounting bars are included. Blade to be shrouded when removed from housing. 10. Includes support for the end of the end of the shaft when support arm is removed from the shaft. 11. Saftronics AC Flux Vector drives for spindles and winder nips. 12. Roll removal side to be determined. 13. Idler rolls mounted on horizontal linear lay-on assembly to allow for by-passing driven bowed roll. 14. One left hand and one right hand machine. 15. Machines positioned back to back.					
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Item	Qty.	Product Code	Item Description	Amount
40	2	01-091248	16. Customer to provide unloading cart. 17. Winder configured for swing out shafts. 18. Maximum roll diameter: 42" 19. Mechanical gear in speed: 550 fpm  * Schedule Date = June 16, 2000  80" Static Neutralizer Bar 1. Electronic static neutralizer to control static electricity. 2. Ionizer bar(s) contained in an aluminum housing with multiple emitter points. 3. Mounted on lay-on assembly with new standard design mounting bracket.  * Schedule Date = June 16, 2000	1,382.00 ea 2,764.00
41	2	01-091260	Static Neutralizer Power Supply 1. Power supply consists of a low power, high impedance step-up transformer with current limiters. 2. Includes cable that connects power supply to the neutralizer bar.	860.00 ea 1,720.00

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Item	Qty.	Product Code	Item Description	Amount
42	6	01-090244Z	<p>* Schedule Date = June 16, 2000</p> <p>Model 915 Pneumatically Operated Slitter Assembly</p> <ol style="list-style-type: none"> <li>1. Cast aluminum holder.</li> <li>2. One (1) manual and one (1) pneumatically operated blade holder with lock-down knobs. Blade holders configured for dual blade (bleed trim) mounting. Two (2) blade holders allow blade changes without loss of production. Bleed Trim: 1/2".</li> <li>3. Pneumatic cylinder on slitter operates on plant air through the winder/secondary nip roll mounted air manifold (not included in this item).</li> <li>4. Blade to be shrouded when removed from housing.</li> </ol> <p>* Schedule Date = June 16, 2000</p>	<p>1,186.00 ea</p> <p>7,116.00</p>
43	4	01-090356Z	<p>82" Tidland Lug Type Expanding Shafts</p> <ol style="list-style-type: none"> <li>1. 3" Diameter.</li> <li>2. Steel construction.</li> <li>3. Maximum recommended weight capacity for slit film application is 1600 lbs. (28" roll diameter; 80" width)</li> </ol>	<p>2,616.00 ea</p> <p>10,464.00</p>

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Item	Qty.	Product Code	Item Description	Amount
44	4	01-090386Z	Deflection issue. 4. Shaft weight: 117 lbs. (approx.) 5. Swing-out design.  * Schedule Date = June 16, 2000  82" Tidland Lug Type Expanding Shafts 1. 6" diameter. 2. Steel construction. 3. Shaft weight: 273 lbs. (approx.) 4. Swing-out design.  * Schedule Date = June 16, 2000	3,650.00 ea 14,600.00
45	1	01-082102Z	Start-up and Testing of Winder at BGE Facility prior to Shipment  * Schedule Date = June 16, 2000	
46	1	01-060710Z	Installation  Battenfeld Gloucester Engineering's Responsibility:	149,820.00

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Item	Qty.	Product Code	Item Description					Amount
			<ol style="list-style-type: none"> <li>1. Mechanical Assembly and Installation of System Components.               <ol style="list-style-type: none"> <li>a. Arrange for transportation of machinery from point of manufacture. (Freight paid by customer).</li> <li>b. The individual machines will be set, leveled, trammed and inspected for accurate web handling.</li> </ol> </li> <li>2. Electrical Installation of System               <ol style="list-style-type: none"> <li>a. BGE will make all electrical power and control wiring connections from the customer installed distribution panel which must include disconnects to system components and be within 50 feet of the equipment being installed. (Power and control wiring to be in separate runs).</li> </ol> <p>BGE Standard - EMT</p> <p>Optional - Rigid conduit at additional cost</p> </li> <li>3. Plumbing, Chiller and Air Supplies               <ol style="list-style-type: none"> <li>a. Piping between compressed air, chilled water and drains will be done by BGE. Customer to bring</li> </ol> </li> </ol>					
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Item	Qty.	Product Code	Item Description					Amount
			<p>supply of above to within 50 feet of installation and provide shut-off valves at that point.</p> <p>b. Blowers servicing mobile equipment will be rigid ducted as close as practical to equipment. Flex hose will be utilized between rigid ducting and serviced equipment. Blower supply or exhaust connections to outside of building not included.</p> <p>Standard - Chilled water: Schedule 40 black iron (Insulated) Compressed air: Schedule 40 black iron pipe (Uninsulated) Air ring supply and exhaust air - rigid duct work to distribution plenums, flex hose to air rings. (Uninsulated)</p> <p>Optional - Insulation for any of the above duct work at additional cost. Alternative materials at extra cost.</p> <p>4. Operator training and familiarization with machinery. a. Upon completion of mechanical/electrical</p>					
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Item	Qty.	Product Code	Item Description	Amount
			<p>installation, BGE will train the customer's personnel, including supervisors and direct labor on the operating techniques of the system for up to 40 hours per line. (Including travel time).</p> <p>5. General: Clean up waste from Battenfeld Gloucester's installation process and segregate residuals to an area provided by customer.</p> <p>6. Alignment via precision level and tramming.</p> <p>Customer's Responsibility:</p> <p>1. Mechanical</p> <p>a. Provide loading docks with adequate access to assembly site without the need of special rigging or handling equipment.</p> <p>b. Unload all equipment and provide safe/secure storage until equipment is installed. (Alternate arrangements can be made).</p> <p>c. Responsible for all necessary building alterations..</p>	

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Item	Qty.	Product Code	Item Description	Amount
			<ul style="list-style-type: none"> <li>d. Have available 220 or 460 volt and 110 volt electrical supply for welding and hand-tool use.</li> <li>e. Building must be equipped with adequate lighting and heat.</li> <li>f. Building must be properly prepared for machinery installation, including reinforced, level floors and any concrete pads or concrete footings required by local codes or design.</li> <li>g. Design, provide and install any exhaust or supply duct work from equipment to any location remote from the equipment. Provide suitable ozone ducting from either the treater or treater blower to a suitable discharge location.</li> <li>h. Provide resin lines from silos, gaylord boxes or bags to the vacuum receivers, vacuum loaders or extruder hoppers, as the case may be.</li> </ul> <p>2. Electrical</p> <ul style="list-style-type: none"> <li>a. Customer to bring distribution center with disconnects (as dictated by BGE equipment needs) to within 50 ft. of installation.</li> <li>b. Power to be 460/3/60, 110/1/60 and/or other power as specified on work order. Power to be of a</li> </ul>	

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02287	1044	GS/CF	KY	Best Way		X		See Below

Item	Qty.	Product Code	Item Description	Amount
			<p>quality sufficient to not cause interference or problems with sophisticated electronic components.</p> <p>3. Training/Start-up</p> <p>a. Customer is to have available supervisory personnel and operators.</p> <p>b. Customer is to provide all raw materials, color concentrates, printing inks, greases, gearbox lubricants, glycol and other dispensable items.</p> <p>4. Customer Equipment</p> <p>a. Customer to supply resin storage conveying and blending equipment.</p> <p>5. General: Disposal of all material generated during, produced by, or otherwise resulting from installation, including, without limitation, paint, solvents, hazardous, toxic or regulated waste, shall be the responsibility of the customer. Battenfeld Gloucester Engineering will segregate all such material resulting from the work to a location designed by the customer. Final disposal of these items will be the customer's responsibility. Local building permits to be the customer's responsibility.</p>	

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WORK ORDER NUMBER

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Order Entry Date 11/30/99  
Date Prepared 12/07/99  
\* Schedule Date 5/12/00  
Quotation Number 64634

# Battenfeld Gloucester

Battenfeld Gloucester Engineering Co., Inc.  
Blackburn Industrial Park/Post Office Box 900  
Gloucester, Massachusetts 01931-0900 USA  
Tel. 978-281-1800 FAX 978-282-9111

\*Acceptance of the order of the buyer named on the face hereof ("Buyer") expressly is made conditional on Buyer's assent to the Terms and Conditions on the reverse hereof, and Gloucester Engineering Co., Inc. ("Seller") agrees to furnish the articles described herein only upon those Terms and Conditions'.

SOLD TO: DANAFILMS, INC.  
5 Otis  
Westboro

MA 01581

SHIP TO: Sold to address

Attn: Mr. Bob Simoncini

CUSTOMER NO.	CUSTOMER P.O. NO.	SALESMAN	GEO. CODE	SHIP VIA	DATE SHIPPED	PREPAID	COLLECT	TERMS
02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description					Amount
47	1	01-060000Z	<p>* Schedule Date = June 30, 2000</p> <p>Commissioning of two (2) products for the mono layer line.</p> <ol style="list-style-type: none"> <li>1. Includes (2) weeks for a process technician.</li> <li>2. Customer to specify (2) products, provide material and labor for commissioned products.</li> </ol> <p>* Schedule Date = June 30, 2000</p>					
48	1	01-010001Z	<p>Spare Parts</p> <ol style="list-style-type: none"> <li>1. Customer to select spare parts from a list provided by BGE.</li> <li>2. BGE to consign an agreed upon amount of spare parts. DANAFILMS to pay for part as they are used. Twelve (12) month consignment (from start-up).</li> </ol> <p>* Schedule Date = June 30, 2000</p>					
49	1	01-060801Z	<p>Start-up and Training</p> <ol style="list-style-type: none"> <li>1. Included in price.</li> <li>2. Three (3) working days of training at BGE facility one</li> </ol>					

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02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description					Amount
99	1	01-950000Z	<p>month prior to equipment ship date for production and maintenance personnel.</p> <p>3. Three (3) working days on site before both products are commissioned, as well as during equipment check-out and start-up.</p> <p>4. Scheduled service visit and training review 30 days after start-up. Includes process and equipment tuning as well as maintenance review.</p> <p>5. Three (3) working days of a scheduled service visit 90 - 180 days after start-up. Includes process and equipment tuning as well as a maintenance review.</p> <p>* Schedule Date = June 30, 2000</p> <p>Customer Discount</p> <p>* Schedule Date = June 30, 2000</p>					274,137.00-
Net Total								1,656,407.00

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02287	1044	GS/CF	KY	Best Way		X		See Below
Item	Qty.	Product Code	Item Description					Amount
			<p>Start-up: See Item 49 NOTE: Ship Date Request: May 12, 2000: Items 20 - 22, 24 - 26, 28 - 38 June 9, 2000: Items 01 - 11, 27 June 16, 2000: Items 12 - 19, 23, 39 - 45 June 30, 2000: Items 46 - 49, 99</p> <p>Voltage: 460/3/60 Electrical features of Battenfeld Gloucester Engineering machinery are designed in accordance with the National Electrical Code and NFPA79. Other national or local codes and approvals must be specified prior to order entry and may incur additional costs. In all cases, the machinery must be installed according to the requirements of the applicable electrical code by a licensed electrician or electrical contractor.</p> <p>Terms: 30% With order 60% Upon shipment 10% Net 30 Partial shipments/partial billings allowed. Autoprofile: Unit is on consignment. A value of \$48,579 to be credited should</p>					
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Item	Qty.	Product Code	Item Description	Amount
			<p>the customer chose to return the unit as a result of non-performance</p> <p>Freight: Prepay and Add Paint: To Follow (Customer's Standard Paint)</p> <p>Note: Two (2) sets of manuals are included with the price of the equipment. Extra sets to be quoted separately.</p> <p>FOB: Plant of Manufacture Add'l: TJF/WH</p>	

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