

20) **Authorize the Purchase of a Beverage System from Norland International, Inc. (dba Abe Equipment) for the Diamond Club Kitchen & Beverage Services Area ADA Accessibility Remodel Project (CIP Project #Z20003)**

1. Approve and authorize the Executive Director to purchase a complete beverage system from Norland International, Inc. (DBA: ABE Equipment) in an amount not to exceed \$363,849.23 for the Diamond Club Kitchen & Beverage Services Area ADA Accessibility Remodel Project (CIP Project #Z20003) and;
2. Waive the formal bidding process per Municipal Code Section 3.08.070(G) for the purchase from Norland International, Inc. (DBA: ABE Equipment) since it is a non-replicable, custom system package satisfying all the County and State Health Department requirements.



REPORT TO SUCCESSOR AGENCY

To: Honorable Chair and Members of the Successor Agency

From: Jason Simpson, Executive Director

Prepared by: Shannon Buckley, Assistant Executive Director

Date: August 22, 2023

Subject: Authorize the Purchase of a Beverage System from Norland International, Inc. (dba Abe Equipment) for the Diamond Club Kitchen & Beverage Services Area ADA Accessibility Remodel Project (CIP Project #Z20003)

Recommendation

1. Approve and authorize the Executive Director to purchase a complete beverage system from Norland International, Inc. (DBA: ABE Equipment) in an amount not to exceed \$363,849.23 for the Diamond Club Kitchen & Beverage Services Area ADA Accessibility Remodel Project (CIP Project #Z20003) and;
2. Waive the formal bidding process per Municipal Code Section 3.08.070(G) for the purchase from Norland International, Inc. (DBA: ABE Equipment) since it is a non-replicable, custom system package satisfying all the County and State Health Department requirements.

Background

The recent Diamond Stadium Projects have included amenities to attract visitors, entertainment, and sporting events from local and regional areas. Recently, staff and Storm management have identified a greater food and beverage service demand in the Diamond Club restaurant.

Discussion

As the City continues to build and rehabilitate top-notch facilities for the enjoyment of the entire community, it is crucial to design and build into these facilities highly desirable long-lasting amenities. It is a challenge to satisfy County and State Health Department requirements surrounding food and beverage services. The ABE Equipment is a unique system with great utility and added variety to the stadium's beverage services and the overall success of the Diamond Stadium entertainment venue. The objective is an increased focus on the fan's experience at Diamond Stadium and a one-of-a-kind augmentation to a popular restaurant and stadium venue.

BEVERAGE SYSTEM PURCHASE

This purchase is a one-stop solution source for turnkey beverage production. The customization of this system will provide the needed assurances that the entire system will fit into the remodeled Diamond Club Kitchen area and operate at the expected levels. This investment will bring long-lasting value to the beverage services at the Stadium. The remodeling project will address changing markets requiring innovative concepts, products, and services. After completing the remodeled kitchen, the stadium will be poised to satisfy the many loyal customers and again separate from the everyday food and beverage service competition.

Engineers have developed this unique system to fit into the limited space of the existing kitchen. Staff's research has determined this product is a leader and choice of the major venues for its customization, size, and installation easy to provide a wide range of beverage products.

Wavier of Competitive Bidding Procedures

Under Section 3.08.070(G) of the Municipal Code, the City Council can waive the competitive bidding requirement that would otherwise be utilized for this purchase. The system benefits outlined above and the fact that this is a highly customized designed system with complete component integrity to fit in the limited available space is unique. Switching to another vendor would require a complete redesign significant time investment far exceeding the investment already made. Staff recommends that the City Council waive the competitive bidding according to Municipal Code Section 3.08.070(G) and allow the Executive Director to purchase directly from ABE Equipment as outlined in this agenda report.

Fiscal Impact

Diamond Club Kitchen & Beverage Services Area ADA Accessibility Remodel Project is included in the Fiscal Year 23/24 – 27/28 Capital Improvement Plan (CIP) budget.

Attachments

Attachment 1 – Purchase Agreement

Quote Number:	NORQ70342-01
Date:	06/29/2023

Agreement Prepared For

Company: Golden State Catering
 Contact: Shaun Brock
 Email: sbrock@stormbaseball.com
 Phone: (559) 577-0608
 Address: Lake Elsinore, CA
 USA

Agreement Prepared By

Company: ABE Equipment
 Contact: Tanner Littrel
 Email: tannerl@americanbeerequipment.com
 Phone: 402-441-3737
 Address: 2001 SW 6th St.
 Lincoln, NE 68522

ABE Equipment is a Division of Norland International



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 EQUIPMENT



Line	Qty	Description	Unit Price	Total Price
1		REV 1		
2		----- GRAIN HANDLING -----		
3	1	Grist Mill 500 lbs/hr Cracking Capacity Micro/Pilot Grist Mill Featuring hardened knurled rolls, the Micro Mill will crack your grains at a rate of up to 500 lbs per hour. It is also fully adjustable, with a locking slide gate and variable gap settings that allow you to fine-tune the flow of your grain to match your existing equipment or set your preferred grind speed. Features: - 500 lbs/hr - Two-roller (single pair) - Chain Drive - 1/3 HP XP Motor - 110v Single-Phase Operation - 50 lbs Hopper - Hardened Rolls - Non-Greasable Bearings - Manual Slide Gate - Easy Adjustment and Maintenance - Explosion-Proof Motor - Weighs approximately 220LBS * Grist case strongly recommended with use of RMS Micro Mill. Talk to your sales rep for pricing.	\$6,729.00	\$6,729.00
				
4	1	MicroMill Flex Auger Features / Advantages: - Priced at 20' with 2 elbows (final price may vary based on length, elbows and motors required) - (PVC) tubing is extruded and formed to exacting standards. Blended PVC allows for optimum compound for UV stabilization, strength and wear resistance. - Flex auger reduces dust, provides protection against insect and rodent contamination, and reduces operation noise. - Direct drive auger is driven by a 3/4 horsepower, totally enclosed, fan cooled motor at a standard 358 RPM - Increased wall thickness on the elbow for strength and wear resistance. Includes: (1) LOWER SINGLE BOOT (3) 45 DEG ELBOW (2) 10' PVC TUBING (4) PVC COUPLER (25) MDL 75 FLEX AUGER/FT (1) CONTROL UNIT (1) 3/4 HP POWER UNIT, MOTOR & GEARBOX, 220 V (2) FLEX TUBE (1) 3" x 12' DROP TUBE (1) SUSPENSION KIT (1) PVC CEMENT (1/2 PINT) (2) SEAL RING (2) NEOPRENE SEAL	\$3,086.00	\$3,086.00

Line	Qty	Description	Unit Price	Total Price
5	1	20 Cu Ft. Stainless Steel Grist Case for Micro Mill Features / Advantages - Designed to work with Micro Mill - Available for floor, brewhouse mountable or suspended installation - Slide gate grain release - 304 Stainless steel - Actual Volume 13 Cu. Ft. - Est. 360 lbs. of milled grain *To be used only with ABE's BrewPilot series of Brewhouses	\$2,198.00	\$2,198.00
6		----- BREWING -----		
7	1	5bbl 3 Vessel Inderect Electric Automated Brewhouse (M/L) - (K) - (W) ABE's brewhouses are custom-built to fit each brewer's individual needs. Each one is equipped with an UL 508A listed industrial control cabinet. (UL file E483374). Assembled and tested in Lincoln, Nebraska, our sales and engineering teams will work with you every step of the way to make sure you get the brewhouse that meets your unique needs. Key Brewhouse Features: - Brewhouses sized appropriately to yield final product volumes according to the brewhouse size quoted (Example: 15bbl brewhouse will yield 15bbls of final product). - Control panel design, fabrication, and electrical done in Lincoln, Nebraska. - Every brewhouse goes through an extensive QA process including water and pressure testing, pipe inspection, and an overall aesthetic evaluation in Lincoln, Nebraska. - Nothing leaves ABE's facility without approval and sign-off from our Engineering, Quality Assurance, Sales, Assembly Team ... and YOU! Technical Features: - Auto rake and plow for spent grain removal - Platform mounted control panel equipped with components and displays according to your brewhouse's configuration - Brewhouse comes fully-functional from grain hydrator through Wort-Out port to include controls, sensors, 100% hard-plumbed stainless piping, high-quality SEW gearmotor, and Leeson pumps (Ampco pump head) 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets. Please contact your sales representative to discuss further options and product details.	\$70,906.00	\$70,906.00
8	1	added automation to the brewhouse.	\$0.00	\$0.00
9	1	Hot/Cold Liquor Blending Assembly Features: - 1.5" Hot liquor inlet - 1.5" tri-clamp thermometer gauge - 1.5" tri-clamp for cold water inlet - Sanitary flow meter and totalizer for strike/sparge water *Auto blending assembly available. Contact your ABE sales rep for more info.	\$2,240.00	\$2,240.00



Line	Qty	Description	Unit Price	Total Price
10	1	<p>External Wort Grant</p> <p>Features:</p> <ul style="list-style-type: none"> - Stainless steel cylinder 10" dia, 36" tall - Total wort volume approx 11 gallons - Total height 46" with tri-pod legs - Hinged stainless steel cover - Sight level glass - Isolation valves - Drain valve - All 1.5" sanitary tri-clamp connections <p>* Level Sensor Wort Grant Automation located at the bottom of the unit available with automated brewhouse *</p>	\$1,780.00	\$1,780.00
				
11	1	<p>Single Stage Heat Exchanger for 5bbl Brewhouse</p> <p>Single Stage Plate and Frame Heat Exchanger</p> <ul style="list-style-type: none"> - Stainless steel plates - Integrated rail and bearing assembly for easy disassembly and cleaning - TriClamp connections - Wort inlet is integrated into brewhouse plumbing 	\$2,419.00	\$2,419.00
				
12	1	<p>Wort Aeration Assembly</p> <p>Features:</p> <ul style="list-style-type: none"> - Stainless steel pipe assembly - Aeration stone - O2 1/4" NPT ball valve O2 disconnect - 1.5" Sanitary tri-clamp connections - Built in 4" sight glass 	\$532.00	\$532.00
				
13	1	<p>Manway Glass Etching</p> <p>ABE will etch logo on equipment manways Vector file of logo required (.ai or .eps) \$325 value per manway</p>	\$0.00	\$0.00
14		-----HLT/CLT-----		
15	1	<p>10bbl Electric Stainless Steel Hot Liquor Tank</p> <p>Features:</p> <p>Hot Water Tank 10bbl volume</p> <ul style="list-style-type: none"> - Stainless steel (304) sanitary construction - 100% TIG welded - 4 heavy duty stainless steel legs with adjustable height and leveling footpads - Interior shell: 304 stainless steel, thickness 11 gauge (3mm) - Interior finished to 2B and exterior finish bright polished to #4 240 grit, sanitary surface - 1.5" (38.1mm) Tri-clamp sanitary fittings (2.0 (50.8mm) on relief valve) - Thermowell - Sample valve - Lifting lugs - Top manway - CIP arm and spray ball 360° & 10' of coverage. - Easy-clean CIP ball that features a slide-over pipe connection with cotter pin - Visual level sight glass - Stainless Pipes, Valves and Fittings <p>* 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets.</p>	\$8,948.00	\$8,948.00

Line	Qty	Description	Unit Price	Total Price
16	1	Hot/Cold Liquor Pump System Features: - Ampco/Leeson stainless steel wash-down pump - VFD speed control	\$2,691.00	\$2,691.00
				
17	1	Hot/Cold Liquor Piping and Fittings Features: - Stainless steel installation piping, valves, fittings and pump mounting *Does not include hard piping to brewhouse	\$1,658.00	\$1,658.00
18		----- CELLAR -----		
19	6	5bbl Stainless Steel Fermentation Tank Features: -- Outer Shell: Stainless steel 304 sanitary construction thickness 11 gauge (3mm) - Interior Shell: 304 stainless steel, thickness 11 gauge (3mm) - 100% TIG welded and sanitary polished - Design Pressure 30PSI, Test Pressure 30PSI (0.2MPa) - 4 Heavy-Duty stainless steel legs with adjustable height and leveling footpads - Interior finished to 2B and exterior finish bright polished to #4, 240 grit, sanitary surface - 1.5" Tri-clamp sanitary fittings - PVRV: Vacuum & pressure relief valve - Tank insulation: 80 mm thickness - Pressure gauge - Analog Temperature Gauge - Perlick-Style sample valve - Lifting lugs - Ladder hooks. Also designed to hold brewers hose when not in use. - Side man-way door - CIP arm and Rotary Spray Ball 360° of coverage. - Dual-zone cooling jacket with glycol inlet and outlet - Rotating Din Fitting racking arm and discharge port with valve and fittings - Up to an 8" Dry Hop Port - Thermo-well (RTD sensor not included) * Carb Stone Not Included * * 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets.	\$7,395.00	\$44,370.00
				
20	1	5bbl Stainless Steel Brite Tank Features: - Stainless steel (304) sanitary construction - 100% TIG welded and sanitary polished - Design Pressure 30PSI, Test Pressure 30PSI (0.2MPa) - 4 heavy duty stainless steel legs with adjustable height and leveling footpads - Interior shell: 304 stainless steel, thickness 11 gauge (3mm) - Interior finished to 2B and exterior finish bright polished to #4 240 grit, sanitary surface - 1.5" Tri-clamp sanitary fittings - Vacuum & pressure relief valve - Pressure gauge - Thermometer gauge - Perlick Style Sample valve - Lifting Lugs - Side man way door - CIP arm and spray ball 360° of coverage.	\$7,395.00	\$7,395.00
				

Line	Qty	Description	Unit Price	Total Price
		<ul style="list-style-type: none"> - Visual Level Indicator - Glycol Jacketed - Carbonation stone assembly <p>* 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets.</p>		
21	1	<p>SMART STATION Glycol Temp Control Box</p> <p>This PLC-based controller is state of the art with an ultra-fast processor that can handle simultaneous processing of up to 30 temperature control loops. The PLC can be connected to your Brewhouse with an ethernet cable, or operate as a standalone unit. Your control box can be expanded from 1 to 30 inputs as your brewery grows with the touch of a button.</p> <p>- Ask about BREWSENSE: Know what's going on inside your tanks, even when you aren't there. Receive BREWalerts and analytics to your smart phone with 24/7 access. This allows you to monitor and control your tanks anytime, anywhere, for complete peace of mind.</p> <p>Features:</p> <ul style="list-style-type: none"> Up to 30 individual temperature control access points One multi conductor cable can connect from one station to the next (Wire not included) Can connect to ABE auto brewhouse PLC to view information Stores temperature history in easy-to-read graph that can be downloaded to USB drive Expansion does not require modification of control box Easily add expansion inputs to control box using touch screen HMI UL 508A Compliant 	\$4,235.00	\$4,235.00
22	7	<p>SMART STATION Cellar Kit</p> <p>This is the cellar kit for the PLC Glycol Temperature Control Box</p> <p>Includes:</p> <ul style="list-style-type: none"> - 50' RTD Wire - 3/4" Glycol Ball Valve - RTD Assembly 	\$542.00	\$3,794.00
23	1	<p>Standard Transfer Hose Kit</p> <p>This is a starter kit including 100' of brewers hose the end user may cut to desired lengths (up to six sections) with ends and connections needed to soft plumb equipment for transfers and cleaning. The standard kit includes spare manway gaskets, quick disconnects sized for your equipment, reducers, a sight glass and spanner wrench. Additional items may be purchased from ABE as needed.</p>	\$2,950.00	\$2,950.00
24	1	<p>Portable Transfer Pump System 1.5 hp</p> <p>Features:</p> <ul style="list-style-type: none"> - Leeson 1.5 h.p. stainless steel sanitary, washdown pump - VFD speed control - Stainless steel cart mounted 	\$3,622.00	\$3,622.00
				
25		----- KEGGING -----		

Line	Qty	Description	Unit Price	Total Price
26	1	<p>Keg Commander Automatic Two Head Keg Washer</p> <p>The KegCommander Keg Washer by ABE Beverage Equipment is a dual-head system capable of cleaning up to 34 kegs per hour and is compatible with most standard couplings (A, S, D & U). The independently adjustable cleaning heads allow you to clean different sized kegs simultaneously with no manual keg coupling.</p> <p>Key Features:</p> <ul style="list-style-type: none"> - UL 508a Compliant - Easy push button operation - Automatic PLC control - Fully-customizable, 21-step wash/sanitize process - Dual 40-gallon cleaning reservoirs with independent heating elements - Low Level protection for heating elements and pump. - Counter for number of kegs washed <p>*Casters available upon request. Contact your sales rep for pricing.</p>	\$16,989.00	\$16,989.00
				
27	1	<p>Manual 4 Head Keg Filler</p> <p>Keg Filler, Manual 4 head. Fill 4 kegs at once.</p> <ul style="list-style-type: none"> - 41.5" long. - 1.5" Sanitary ports at each end - Four (4) 1" Sanitary filling ports - Includes 4 Sankey Keg Filling Couplers <p>Sankey Keg Filling Coupler</p> <ul style="list-style-type: none"> - Manual coupler filling head with automatic liquid stop when keg is full means no wasted product. - Stainless steel liquid stop and sight glass. - Hose barb connection in 1/2" with shut off. - Coupler body is made of 304 stainless steel - Sanitary design liquid stop in stainless steel with sight glass, can be disassembled for cleaning. - Standard D System, American Sankey is standard. Please contact sales for other options. 	\$3,370.00	\$3,370.00
				
28		----- COFFEE HOUSE -----		
29	1	<p>Coffee Filter Housing</p> <p>When pumping from the coffee house to the holding tank, coffee will pass through this filter.</p> <ul style="list-style-type: none"> - Stainless steel housing with stainless steel basket insert. - Filter bags fit inside internal steel basket - 360 degree rotary spray ball - Sight glass on housing inlet and outlet - External sight glass to see volume level - 30PSI pressure vacuum relief valve - Inlet and outlet come equipped with a trigger butterfly valves - Stainless Steel 304 construction - External handles for easy transport 	\$2,993.00	\$2,993.00
				
30	1	<p>5bbl Coffeehouse - Glycol Jacketed (NO RAKES/PLOW) (SHOW UNIT WITH COPPER BAND)</p> <p>UL Certification. (Underwriters Laboratories Inc.)</p> <ul style="list-style-type: none"> -Federal OSHA requirements mandate that all electrical equipment in the workplace must be "Certified" or subjected to a complete and thorough evaluation before use. (29 CFR 1910.303 and 1910.399). Many state, county and city electrical jurisdictions also have similar requirements. -UL conducts an unbiased, independent assessment of products, at a specific location, to meet essential requirements for applicable product safety standards. UL's Engineering Assessment Teams, investigates then informs regulating authorities, whether products and or installations meet those detailed requirements. <p>-American Beer Equipment's Auto-Controlled brew houses are equipped with Control panels</p>	\$28,000.00	\$28,000.00

Line	Qty	Description	Unit Price	Total Price
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to comply with the UL 508A standards. (UL file E483374)
 These panels are Certified at ABE's factory in Lincoln, Nebraska. By using ABE's panels you'll minimize installation time and in doing so, save valuable capital on start-up costs.

Since each brewhouse Control Panel carries UL certification before it leaves the factory, local electricians will notice the UL mark and know they can safely begin their electrical installation with delay. Before you decide on a brew house equipment supplier, consider ABE.
 This UL certification exemplifies A.B.E.'s dedication to quality equipment, safe operating conditions and customer service.

Features:

- Vorlof deflection plate for recirculation
- Stainless steel platform with stairs and rails
- Stainless steel construction
- Stainless steel, piping, valves, clamps and fittings
- Stainless steel filter housing and basket with disposable filter bags (quoted separately)
- Stainless steel CIP High-flow Rotary Spray Ball with 360° of coverage
- Thermo-well and temp probe
- Grain-out door
- Stainless Steel Wash-down Pump and Jacketed Tank
- Platform control box to include controls for temperature, pump.
- Wort grant
- Glycol jackets
- Threaded peg and footpad mount on legs
- Sight tube with sample port
- Lasered 400 micron stainless steel false bottom

31 -----**CANNING LINE** -----

32 1 **Digital Brite Tank Monitor** \$2,591.00 \$2,591.00

WatchDog - Brite Tank Pressure Monitor features -
 The WatchDog Brite Tank Monitor is designed to monitor and control the CO2 pressure in the Brite Tank via a pressure sensor and regulator. The operator sets the controller to the desired tank pressure and it will automatically adjust the input to maintain the proper CO2 levels. ABE recommends a WatchDog with each packaging line to achieve consistent carbonation and pressure whether your tank is full or nearly empty. Your packaging line will run consistently through the entire shift by maintaining a consistent output pressure, ensuring accurate filling on your packaging line.

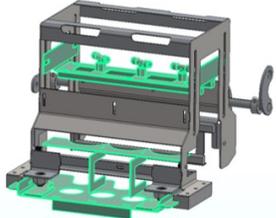
33 1 **FlipRinse 3 Can (Fits 6" conveyor)** \$9,625.00 \$9,625.00

The FlipRinse by ABE Equipment can clean between 3 and 8 cans simultaneously with up to 48 cans per minute production rates. The FlipRinse is the perfect companion to your existing or new CraftCan Canning Line.

- Compact design
- Compatible with various rinse fluids
 - Water
 - Ozone
 - Sanitizer
- Fully integrable with ABE servo canning lines
- Compatible with standard, sleek, and slim cans
- 3 min change over for different can heights.
- 5 min change over for different can diameters.
- Washdown proof
- Low fluid usage rinse
- Non-marring flip mechanism

*Conveyor extension may be required if fitting onto an existing CraftCan Canning Line
 *If canning line is on casters, a separate powered conveyor will be needed to hold FlipRinse



Line	Qty	Description	Unit Price	Total Price
34	1	6.5' x 6" Powered Conveyor Features / Advantages - Durable stainless / extruded aluminum steel frame - Central drive motor - Delron steel drive chain - Delron long-life conveyor material - Includes stainless steel drip pan and adjustable legs - SS and UHMW guide rails	\$7,453.00	\$7,453.00
				
35	1	FlipRinse Stand for non-integrated units Stand and HMI for non-integrated FlipRinse	\$2,800.00	\$2,800.00
36	1	FlipRinse Can Changover Kit Changover parts needed to go between various diameter can size - Top plate for spray nozzle adjustment - Floor plate for can diameter adjustment	\$350.00	\$350.00
				
37	1	Credit back for manual twist rinse	-\$1,500.00	-\$1,500.00
38	1	Sleek Can Upgrade This includes the parts/labor to add the ability to package Sleek cans on your line.	\$1,502.00	\$1,502.00
39	1	CraftCan Go Atmospheric Canning System The CraftCan Go is a versatile filling machine that can switch between atmospheric and counterpressure filling. This filling flexibility gives companies the freedom to expand into high-carb beverages without purchasing a new canning line. It's compact design and portability are additional enhancements that set this unit apart from the competition. Another advantage the CraftCan Go offers is the ability to be operated by a single user. The physical layout and the infeed/outlet accumulation allows one person to load cans, make adjustments to the HMI, and pack off. Whether you are packaging a low carbonated beverage or something with a high volume of CO2, the CraftCan Go will get the job done. - Fully automatic canning line - Pneumatic seamer design - Feed and pack off with a single operator - Nitrogen compatible - Can be configured with an atmospheric filler <ul style="list-style-type: none"> - 3 head design fills up to 15 cans per minute (cpm) based on 12 oz cans - 2-port, stainless steel unibody nozzle assembly *Mobile casters sold separately	\$34,503.00	\$34,503.00
40	1	Non-widget Cryodoser Flex Dynamic nitrogen doser for the CraftCan's 15/35 and Duo45. The Cryodoser Flex® model offers a dynamic dosing feature that allows the user to set a different amount of liquid nitrogen in each can leaving the filler. The Cryodoser accommodates up to 10 different dose levels, allowing superior product control. Dynamic dosing compensates for the difference in time between when the cans are filled and seamed. Features: -CO2/N2 tunnel are extended to help reduce DO exposure -The doser can be used with both lanes at the same time. -Customer will need a cylinder of nitrogen gas to power the valve cylinders.	\$30,409.00	\$30,409.00

Line	Qty	Description	Unit Price	Total Price
		-Doser must be purged for 15 minutes prior to use		
41	1	LabelMax35 Table/Stand - Stainless steel table for LabelMax35 to accomodate inline application - Adjustable leveling feet	\$1,224.00	\$1,224.00
				
42	1	LabelMax35 with Integrated Date Coder The LabelMax35 #4 Tabletop Labeler with integrated date coder is a compact and economically-priced label applicator that is ideal for production rates of up to 35+ containers per minute. LabelMax35 features a Programmable Logic Controller (PLC) that manages specific functions of the operation. The computerized controls are simple and dependable and allow the operator to match speeds of the labeler to the pre-set conveyor speed. Optical sensors ensure smooth and trouble-free operation. The touchscreen Front Panel Display provides real time information on the labeling process. The units' simplicity makes it ideal for packaging lines requiring frequent changeovers on a wide variety of products. Features: - 400-watt servo motor on label applicator allows for accurate precise positioning on each container. - 400-watt servo motor on wrap belt permits auto-tracking of conveyor belt. - Auto wrap speed synchronizes to label speed, no manual adjustment required. - Touch screen panel for ease of operatio...	\$18,609.00	\$18,609.00
				
43	1	6' Pack off table - Conveys and accumulates filled cans prior to packaging into retail pack - 6' conveyor length with accumulation area for packoff - Durable Stainless Steel / Extruded aluminum Frame - Dayton Central Drive Motor - Delron Drive sprockets - Delron Long-Life conveyor material - Ideal for canning lines of speeds up to 45cpm	\$6,103.00	\$6,103.00
44	1	Canning Line To-Go Box Canning Line To-Go Box Includes: 1 - Gauge, 12 OZ Can Height, Seamer, ACF 1 - Micrometer, Can Seam, Snub-Nose, .001" Resolution, 0-3.75" Range, 207Z, ACF 1 - Caliper, Dial, 0-6" Range, .001 Resolution, ACF 1 - Cap, Sanitary, 1-1/2", Clamp, 304 SS 2 - Wrench, Spanner, Chuck 1 - Elbow, 90, 1-1/2" Clamp, 304 Stainless Steel 1 - Clamp, Single Pin, 1-1/2". 304ss, Sanitary 1 - Gasket, Sanitary, Clamp, 1-1/2", EPDM, Black 1 - Coupler, Quick Connect, 1/2" Body, 1/2" FPT, Steel, Industrial Interchange 1 - Plier, Diagonal Cutting, 6" Total Value - \$943	\$0.00	\$0.00

Line	Qty	Description	Unit Price	Total Price
45		Running SubTotal		\$334,574.00
46		5.0% Discount		-\$16,729.00
47		----- STARTUP/SHIPPING -----		
48	10	Start-Up and Training Services On-Site Startup and Training Service (Estimate Only) - \$495 per day, per technician - Pricing based on an 8 hour workday - Quoted days includes tech travel (typically one day to destination, one day to return) * Not inclusive of airfare, hotel, meals and travel (to be determined)	\$495.00	\$4,950.00
49	1	ABE Tech Travel, Meals, Hotel Cost for the technician's travel, hotel room, and meals for the startup and training service	\$2,500.00	\$2,500.00
50	1	Shipping, Documentation, and Handling (Estimate Only, Final Charges To Be Determined) ABE, A DIVISION OF NORLAND INTERNATIONAL, STANDS FOR STRONG ETHICAL INTEGRITY AND TRANSPARENCY. SUPPLY CHAINS HAVE BEEN SEVERELY DISRUPTED BY THE PANDEMIC. WHILE WE STRIVE TO FABRICATE MUCH OF OUR EQUIPMENT IN LINCOLN, NEBRASKA, WE RELY ON BOTH DOMESTIC AND INTERNATIONAL PARTNERS FOR SOLUTIONS. LEAD TIMES WILL VARY AS THE WORLD ADJUSTS TO NEW SHIPPING AVAILABILITY AND STANDARDS. PLEASE CONTACT YOUR SALESMAN WITH ANY QUESTIONS OR CONCERNS REGARDING LEAD TIMES. Shipping, Documentation, and Handling - estimate only, final charges to be determined - equipment may require a forklift or rigging company to offload at time of arrival - estimate does not account for unforeseen international freight surcharges or premiums - due to global shipping delays, lead times are approximate and may vary	\$0.00	\$0.00

Line	Qty	Description	Unit Price	Total Price
		Payment Terms	Shipping	FINAL BALANCE
		50% down to secure order. Balance due prior to shipment.	F.O.B. LINCOLN, NEBRASKA	\$325,295.00
				NORQ70342-01

PAYMENT TERMS / LEAD TIMES

- All prices quoted are in U.S. dollars and are valid for 30 days.
- Production and lead times on equipment will not start until all documents are signed and approved by the Buyer and returned to Seller. This includes all engineering dimensional drawings, utility documents, layouts, and/or can and lid information.

STARTUP NOTES:

- Overtime, in excess of 8 hours per day, weekends, and US holiday charges are additional and billed at \$150 per hour unless otherwise noted above.
- Unless otherwise stated above, airfare, local travel, hotel, or boarding accommodation and meals during startup and training service are the responsibility of the buyer with prepayment required prior to technician departure.
- ABE personnel are not permitted to do installation of plumbing, electrical work, including boiler, steam, CO2 and compressed air runs, and glycol system plumbing. Licensed plumber and electrician must be available during equipment startup. ABE personnel are not allowed to run or pull wires to glycol, steam, or control valves. This work must be in place prior to technician's arrival to location.
- ABE is not responsible for installation, or liabilities associated with assembly or suspending, of hanging grain hoppers or flex augers. Investigation of structural integrity as well as building and safety code adherence are solely the responsibility of the buyer.
- ABE personnel will not be scheduled Start up and Training until the "Installation Check List" is completed in full by the buyer.
- Startup service is recommended for warranty validation.

SHIPPING NOTES:

- FOB Lincoln, NE for all equipment shipped from Seller's Facility unless otherwise quoted herein. Some or all of the equipment and/or parts may ship directly to customer from third-party vendors with domestic and international origins. Equipment or parts shipped directly to customer is FOB third-party vendor's facility.
- ABE will store equipment free of charge for one month from the agreed upon completion date if there is adequate space to do so. After 30 days, you will be charged 2% of your total order value for monthly storage. This is non prorated charge that will be invoiced at the beginning of the month.
- You are allowed (1) free hour to unload the trailer or container. Once the free time expires, you may be charged \$80/hour thereafter with a maximum of \$750/24 hour period depending on carrier rates.

_____ **I have read and understand the above statements regarding PAYMENT TERMS/ LEAD TIMES, STARTUP NOTES, and SHIPPING NOTES.**



ABE Equipment

Standard Terms and Conditions

FURTHER TERMS OF THIS AGREEMENT IN ADDITION TO THOSE ABOVE ARE SET FORTH IN THE ABE EQUIPMENT A DIVISION OF NORLAND INTERNATIONAL INC. STANDARD TERMS AND CONDITIONS, FOLLOWING HERETO AND ARE INCORPORATED HERE AS THOUGH FULLY SET FORTH HEREIN, AND, BY THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE SAME AND AGREE TO ALL TERMS OF THE AGREEMENT. THIS AGREEMENT IS ENTERED INTO AT LINCOLN, NEBRASKA.

ABE Equipment (ABE) is herein referred to as the "Seller" and the customer or person or entity purchasing Goods ("Goods") from Seller is referred to as the "Buyer." These Terms and Conditions and all documents incorporated by specific reference herein (collectively, the "Agreement"), constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer.

1.) *Identification.* The Goods shall be identified to the contract upon the execution hereof.

2.) *Inspection.* Buyer may at its option and expense, inspect the Goods at Seller's premises located at 2001 S.W. 6th St. Lincoln, Nebraska ("Facility"). Seller will permit Buyer to enter the Facility upon written notice during normal business hours between 9:00 a.m. and 4:00 p.m., Monday through Friday. Equipment shall be inspected in a non-operational, static mode. If Buyer fails to inspect the Goods prior to shipment, it will be deemed to have waived inspection and to have unequivocally accepted the Goods. Once the Goods are delivered to Buyer, the sale shall be deemed final and conclusive.

3.) *Limited and Standard Warranty.* **5-YEAR LIMITED WARRANTY IS APPLICABLE TO METAL, WELDS, STEAM JACKETS, OIL JACKETS, AND GLYCOL JACKETS USED ON BREWING VESSELS, FERMENTATION, BRITE, HOT LIQUOR, AND COLD LIQUOR TANKS. IN THE CASE OF OTHER COMPONENT PARTS, SELLER WARRANTS THAT THE GOODS MANUFACTURED BY SELLER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND REGULAR MAINTENANCE FOR A PERIOD OF ONE YEAR FROM DATE OF DELIVERY TO BUYER, OR FOR OPERATION FOR 2,080 HOURS, WHICHEVER IS LESS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

THIS WARRANTY SPECIFICALLY EXCLUDES WEAR OUT ITEMS, DAMAGE DONE IN SHIPPING, FREEZING, CORROSION, EROSION, SCALING, IMPROPER MAINTENANCE OR INSTALLATION, ELECTRICAL SURGES AND UNITS MODIFIED OR USED FOR ANY OTHER PURPOSE OTHER THAN BREWING, DISTILLING AND PACKAGING OF BEER, SPIRITS, WINE, MEAD, CIDER AND OTHER SIMILAR NON-COMBUSTIBLE ALCOHOLIC, OR NON-ALCOHOLIC BEVERAGES. IF WITHIN THIRTY (30) DAYS AFTER BUYER'S DISCOVERY OF ANY WARRANTY DEFECTS WITHIN THE WARRANTY PERIOD, BUYER NOTIFIES SELLER THEREOF IN WRITING, SELLER SHALL, AT ITS OPTION AND AS BUYER'S EXCLUSIVE REMEDY, REPAIR OR REPLACE FREIGHT PREPAID BOTH DIRECTIONS THAT PORTION OF THE GOODS FOUND BY SELLER TO BE DEFECTIVE RETURNED TO SELLER. FAILURE BY BUYER TO GIVE SUCH WRITTEN NOTICE WITHIN THE APPLICABLE TIME PERIOD SHALL BE DEEMED AN ABSOLUTE AND UNCONDITIONAL WAIVER OF BUYER'S CLAIM FOR SUCH DEFECTS.

GOODS NOT MANUFACTURED BY SELLER, BUT BY 3RD PARTY AND PROVIDED BY SELLER AS PART OF ANY PURCHASE ARE SUBJECT SOLELY TO THE WARRANTY AND LIABILITY TERMS AND CONDITIONS OF THE MANUFACTURER.

All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by Buyer unless accepted in writing by Seller. Section 3 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be

bound by the limitations therein. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 3 and 4.

4.) **LIMITATION OF REMEDY AND LIABILITY.** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT UNDER SECTION 3. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR REVENUE, COST OF CAPITAL, COST OF LEASE, RENT, WAGES, SPOILAGE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

5.) *Assignment.* Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

6.) *Interpretation and Representation.* This instrument is intended by the parties to be a final, exclusive, and complete expression of their agreement and its terms. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance of, or acquiescence in, a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to object. Buyer and Seller represent to each other that they are merchants with respect to the subject Goods. No representations were made or relied upon with respect to the Goods or the terms of this Agreement. No agent, employee, or representative of Seller made, or has any authority to bind Seller by any warranty, representation, or affirmation concerning these Goods. Buyer acknowledges that no such affirmation, warranty, or representation has been made, none has been relied upon, and none forms the basis of this bargain. There are no understandings, agreements, representations or warranties either written or verbal, relative to the Goods which are not fully expressed herein. No statements, recommendations or assistance made or offered by Seller or Seller's agents or by sales literature, in connection with the use of any Goods shall constitute a waiver by Seller of any of the provisions set forth herein. The provisions set forth herein supersede and cancel any previous understanding or agreement between the parties with respect to the subject matter hereof.

7.) *Severability.* If any provision hereof is found by any Court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the provisions hereto, which shall remain in full force and effect. If any provision is found unreasonable due to its breadth, such terms shall be limited to the extent necessary to be enforceable.

8.) *Modification.* This Agreement may be modified only by an instrument signed by the parties or their respective agents.

9.) *Notice.* Buyer shall give Seller prompt written notice of any potential claim, cause of action, or other dispute arising out of or relating to this Agreement within thirty (30) days after Buyer first becomes aware of facts that are reasonably deemed to put Buyer on notice of such potential claim, cause of action, or dispute. In such written notice, Buyer shall provide details and factual support relating to such potential claim, cause of action, or dispute so that Seller may investigate the same and so the parties can attempt to reach a resolution. Such written notice is a condition precedent to any lawsuit being filed that arises out of or relates to this Agreement.

10.) *Payment of Taxes.* Buyer shall pay all federal, state and local sales, use, property excise or other taxes imposed on or with respect to the Goods, except taxes levied on Seller's net income.

11.) *Confidential Information.* All materials relating to the use and service of Goods that Seller has provided and identified as confidential are proprietary to Seller. Such materials have been developed at Seller's expense and contain Seller's trade secrets. Buyer may not reproduce or distribute such materials to any party unrelated to this Agreement. Buyer shall receive all such proprietary materials in complete and strict confidence, and shall exercise reasonable care to maintain such confidentiality.

12.) *Shipment Contract; Buyer's Risk During Transit.* Seller shall deliver all Goods to a carrier of its choice at its Facility for transportation to Buyer's place of business, but all costs of transportation shall be borne by Buyer including, but not limited to, all shipping charges and full invoice insurance.

Risk of loss to the Goods shall transfer to Buyer upon delivery to and receipt by carrier at Seller's Facility. At the Seller's option, some or all of the Goods may be shipped directly to Buyer's location from one or more third-party vendors. The Goods sent from such vendors may have either domestic or international origins. In such instances, risk of loss to the Goods shall transfer to Buyer upon delivery to and receipt by carrier at the third-party vendor's facility with respect to those goods shipped directly to the Buyer. In all cases, any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. The estimated shipment date indicated herein is approximate and not guaranteed and is based upon prompt receipt by Seller of all necessary information and payment amounts.

If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Seller will not be liable for any delay in performance of any order accepted, or any delay in shipment or delivery of any material hereunder, when such delay is caused directly or indirectly by fire, flood, accident, riot, war, governmental intervention, rationing, allocations or embargoes, strike, shortages of labor, delay of materials by suppliers or any other difficulties beyond Seller's control. Delivery of such order shall be deemed suspended so long as any such causes delay its execution. Whenever such causes have been remedied, Seller will make and Buyer will accept delivery of order.

13.) *Seller's action for Price-Resale of Undelivered Goods.* If Buyer fails to pay the price as it becomes due, Seller may recover, together with any incidental damages, the price of the Goods identified to the contract if Seller is unable, after reasonable effort, to resell them at a reasonable price or the circumstances reasonably indicate that such effort will be unavailing. If Seller sues for the price, it shall hold for Buyer any Goods, which have been identified to the contract and are still in its control, except that if resale becomes possible Seller may resell them at any time prior to collection of the judgment. Net proceeds of any such resale shall be credited to Buyer and payment of the judgment shall be credited to Buyer. Deposits made for equipment are non-refundable. Payment of the judgment shall entitle Buyer to any Goods not resold. If, despite Buyer's breach, Seller is held not entitled to the price, Seller shall nevertheless be awarded damages against Buyer for non-acceptance. Any funds received by Seller from Buyer may be applied by Seller against any such losses of Seller.

14.) *Startup Service.* A startup service is recommended from Seller's technicians at an additional cost and this service consists of making initial adjustments and training the equipment operators. No startup service will be provided unless this is indicated on the front of the contract along with its costs. Start-up and training service is available at the rate quoted herein, assuming preparation of facility to ABE Equipment specifications. Startup and training services quoted herein are estimated. A specific quotation for startup and training service will be provided to Buyer after placement of order.

Prior to startup, the Buyer will be required to provide written confirmation of the readiness of the facility, including readiness of the building, electrical supply, air supply, water supply. The Buyer may also be required to provide bottle design drawings, sample bottles, sample labels and other information upon request of ABE. In the event that these materials are not provided in response to requests, the manufacture and delivery of the equipment may be delayed, and the Buyer agrees that this delay shall be its responsibility. In the event the ABE technician(s) arrives and the equipment is not mechanically or electrically connected, the Buyer will be charged accordingly to normal service rates. Seller also reserves the right to remove personnel from the premises until proof of proper preparation to the facility can be provided. Rescheduling startup and training service will depend on availability of ABE personnel at that time. Airfare, local travel, hotel, or boarding accommodation and meals during startup and training service are the responsibility of the Buyer with prepayment required prior to technician departure. Additional technician days required beyond the estimated time quoted will be charged to buyer at the per diem rate listed above.

15.) *Prices; Terms of Payment; Payment Delinquency.* All prices are in U.S. Dollars and exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Payment terms as stated above. Unless otherwise specified by Seller, terms are net from date of Seller's invoice in U.S. currency. Failure of Buyer to timely pay per the terms as described on the front of this Agreement will result in the addition to the balance due of interest at the rate of one and one third percent (1-1/3%) of the balance due for every month that the balance remains delinquent. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. The provisions of this paragraph are subject to paragraph 12 above. Deposits are non-refundable unless otherwise agreed upon prior to order and stated in writing.

16.) *Installation; Maintenance.* Unless otherwise provided herein, Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods. Installation and startup of Goods should only be completed by a thoroughly trained and experienced technician. Improper installation or start up procedures may result in damage to personnel, equipment or building. Vibration that occurs during shipping may loosen some of the electrical connections such as those at the circuit breakers, motors, motor starters, pumps, contactors and heating elements. All high amperage electrical connections should be thoroughly tightened prior to start up. Failure to tighten loose connections may result in excessive heat buildup on the electrical components resulting in damage to the component, equipment or even the building. ABE Equipment expressly disclaims any damages or losses of any kind resulting from loose electrical connections.

17.) *Indemnification.* Subject to the limitations of the second paragraph of Section 4, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system designed by Seller.

In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability.

18.) *Cancellation and Returns.* Purchaser may not cancel all or any portion of an order after work begins or return any materials, except upon Seller's written agreement and the payment to Seller of (a) for non-customized products, a 25% restocking fee; and (b) for customized products, the total of (i) the anticipated profit margin of the Seller and (ii) any expenses of the Seller incurred toward fulfillment of the order, including overhead, plus any expenses incurred in cancelling the order. Payments are due within 10 days of cancellation, and thereafter shall accrue a finance charge at the same rate as an unpaid invoice. In addition, if Purchaser wishes to cancel in part, Seller may elect to cancel the remainder of Purchaser's order without incurring any liability toward Purchaser and without waiving any rights under these Standard Terms and Conditions.

19.) *Reverse Engineering.* Purchaser will not reverse engineer or assist any other party with reverse engineering Seller's equipment (including, but not limited to, any equipment purchased from Seller, on loan from Seller, or any other equipment designed and/or built by Seller), and will notify Seller upon becoming aware of any other party having reverse engineered any of Seller's equipment.

20.) *Applicable Law.* The validity, construction, performance and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the State of Nebraska. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Nebraska and the parties agree to submit to such jurisdiction. **THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.**

21.) *Export/Import.* Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

22.) *English Language.* Unless otherwise specified in the Agreement, this Agreement and all documentation including but not limited to manuals, user guides, instructions, warning labels and technical drawings are written in the English Language and the Parties agree that the English version will govern.

23.) This Agreement shall not become effective unless and until signed by Buyer and delivered to Seller at its principal place of business in Lincoln, Nebraska and signed by Seller.

24.) **"DRAWINGS PROVIDED BY NORLAND INTERNATIONAL/ABE EQUIPMENT ARE FOR RECOMMENDED LAYOUT OF EQUIPMENT AND CONNECTIONS ONLY, AND ARE BASED UPON DESCRIPTIONS OF BUILDING CHARACTERISTICS AND MEASUREMENTS PROVIDED TO THE SELLER BY THE BUYER. THOSE BUILDING CHARACTERISTICS AND MEASUREMENTS HAVE NOT BEEN VERIFIED. THE SUITABILITY OF ALL FINAL POSITIONS AND CONNECTIONS ARE THE RESPONSIBILITY OF THE PURCHASER AND SHOULD BE**

APPROVED BY PURCHASER'S CONTRACTOR TO MEET ALL RELEVANT LEGAL CODES AND BEST PRACTICES. **SELLER EXPRESSLY DISCLAIMS SPECIFIC KNOWLEDGE OF THE BUYER'S BUILDING CHARACTERISTICS FOR SUPPORTING WEIGHT BEARING LOAD REQUIREMENTS OF THE EQUIPMENT, AND THE DRAWINGS PROVIDED FOR HEREIN MAKE NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE LOCATION FOR THE WEIGHT BEARING LOADS CREATED BY THE EQUIPMENT OR THE PRODUCTS USED, PRODUCED OR STORED BY THE EQUIPMENT.** ANY CHANGES IN EQUIPMENT POSITION REQUIRED BY THE BUYER, OR BY THE BUYER'S INTENDED USE OF THE EQUIPMENT AFTER THE DRAWING IS PROVIDED BY THE SELLER MAY RESULT IN INCREASED INSTALLATION COSTS TO BUYER/OWNER."

AGREED TO BY:

For and on Behalf of Purchasing Company

Printed Name (Authorized Representative)

Signature

Date

Title

For and on Behalf of: ABE Equipment
A Division of Norland International

Printed Name (Seller)

Title

**RECEIVED BY: NORLAND INTERNATIONAL, INC.
DBA: ABE EQUIPMENT**

Signature (Seller)

Date