

FULLY INSURED

U.S.M.M., INC.
Riggers, Movers, Millwrights & Erectors

(847)679-1320
Fax (847) 679-8185
(800) 343-9550

7400 N. Channel Road
Skokie, Illinois 60076

August 5, 2014

Perfection Acquisitions, Inc.
2550 Arthur Ave.
Elk Grove Village, IL 60007
Attention: Mr. Jason Broderick

Dear Mr. Broderick:

USMM, Inc. proposes to perform the following work at Principle Manufacturing Broadview, Illinois. Supply labor, equipment and materials to complete the following work.

Minster E2 H600 Press and Feed Line:

- Disconnect match mark and weather protect the wires.
- Mechanically disassemble for shipment.
- Load the machine and parts onto trucks supplied by others.
- Leave work area clean of debris.
- Oil removal by others

The total cost of the above work is not to exceed fifty five thousand three hundred dollars (\$55,300.00).

Line Item 1: Removal of the drive line from the crown and load onto a truck.

The total cost of the line 1 item is two thousand six hundred dollars (\$2,600.00).

Line Item 2: Supply blocking for shipping the machine parts.

The total cost of line item 2 is one thousand eight hundred dollars (\$1,800.00).

Terms: Net thirty.

Sign one copy and return to us:

Accepted

Respectfully submitted,

By

U.S.M.M., Inc. U.S. Machinery Movers, Inc.

Date

By *Thomas J. Kraemer*

Bound to these terms and conditions whenever U.S.M.M. performs services for Customer. If U.S.M.M. and Customer at any time enter any other agreement (whether that agreement is in writing or is an oral agreement), these terms and conditions apply to that agreement. If there is any conflict between that agreement and these terms and conditions, these terms and conditions supersede any conflicting terms and condition in that other agreement.

1. **PROPOSALS.** These terms and conditions are incorporated into and made a part of each and every proposal made by U.S.M.M. to Customer. No proposal is valid unless it is signed by an authorized representative of U.S.M.M. Customer accepts a proposal by signing it and returning it to U.S.M.M. A proposal will also be considered accepted by Customer if Customer requests U.S.M.M. to provide services and U.S.M.M. begin to provide those services. Any proposal may be withdrawn by U.S.M.M. before it is accepted in writing by Customer, in which case that proposal will be considered null and void. No proposal is valid unless it is accepted within 30 days of its date.

2. **WORK TIME.** Work performed by U.S.M.M. is provided on a continuous-work basis, without interruption to U.S.M.M.'s performance. Any interruption to U.S.M.M.'s performance will be charged to Customer, and time lost by U.S.M.M. which is not attributable to U.S.M.M. will be charged to Customer at U.S.M.M.'s applicable rates. Each proposal agreed to by U.S.M.M., and services performed by U.S.M.M., are based on performance during regular working hours, which are 7:00 A.M. to 3:30 P.M., Monday through Friday. Any services performed outside of those hours or on any weekend days or holidays will be charged to Customer at U.S.M.M.'s standard overtime rates, in addition to any prices quoted in any proposal or otherwise applicable. All work and services agreed to by U.S.M.M. are subject to union contracts in effect at the time the services are performed. If any changes to union conditions, benefits, and wages or work rules affect the services in any way, U.S.M.M.'s charges will be adjusted accordingly, and Customer agrees to pay those adjusted charges. If any other union, trade or craft claims this work, or if a composite crew is required, any additional charges will be paid by Customer.

3. **CUSTOMER'S OBLIGATIONS.** Customer shall be solely responsible for providing the following items, as its cost and expense; if U.S.M.M. provides any of these items for Customer, Customer shall reimburse U.S.M.M. for those items, over and above any other applicable charges:

A. All permits required for any work. Any permits which U.S.M.M. obtains for any work performed for Customer (including trucking) will be billed back to Customer.

B. Adequate and satisfactory ingress to and egress from Customer's facilities for U.S.M.M.'s equipment and personnel, and openings and clearance of sufficient size to accommodate U.S.M.M.'s equipment and performance of the work. U.S.M.M. shall have exclusive use of docks, doorways, aisles and all other areas in which U.S.M.M. needs to work. Any work time lost due to waiting for access or entry and/or expenses incurred by U.S.M.M. to obtain such exclusive use or waiting for trucks or other equipment ordered by Customer will be charged to Customer at U.S.M.M.'s applicable rates.

C. Lifting lugs and/or other places to affix U.S.M.M.'s rigging, store equipment, and otherwise secure machinery or equipment on which U.S.M.M. will be working. Any loss or theft of or damage to U.S.M.M.'s rigging, tools and equipment not caused by U.S.M.M. will be charged to Customer.

D. Crane, building boom and elevator service, with competent operators. If any of these are used in the performance of any work, Customer will defend, indemnify and hold U.S.M.M., Inc., and its employees, agents, contractors and subcontractors harmless from and against any and all loss, damage, injury (including death), costs, expenses, and fees (including attorneys' fees) of any nature caused or contributed to by the failure of such equipment or services, their operation, or any other act or omission in connection with such equipment or services.

E. Shoring of surfaces, including, but not limited to, floors, walls, roofs, roadways, or parts thereof. U.S.M.M. assumes no liability whatsoever for chipping, cracking, sinking or settling of concrete or any other surface. Unless otherwise specified, Customer shall provide an even concrete or similar surface with complete accessibility and durability of the worksite area. This includes, but is not limited to, Customer's removal of debris, snow, ice, electric subs, bolts, piping and other machinery, equipment, supplies and any other items which may impede U.S.M.M.'s work.

F. Customer shall designate a representative on the job under whose supervision U.S.M.M. will perform its work. That person will be available at all times to direct U.S.M.M.'s work, as required, to answer any questions which U.S.M.M. may have about the work, and to approve any changes to the work which may be required by conditions on the worksite. Customer shall defend, indemnify and hold U.S.M.M., Inc., and any of its employees, agents, contractors and subcontractors harmless from and against any and all loss, damage, injury (including death), costs, expenses, and fees (including attorneys' fees) of any nature caused or contributed to by the acts or omissions of that representative. Once equipment has been set in place by U.S.M.M., any relocation, leveling or other changes to the work performed by U.S.M.M. shall be done at an extra charge, at U.S.M.M.'s applicable rates, over and above any other applicable charges, unless otherwise agreed in writing between U.S.M.M. and Customer.

G. Customer shall provide all parts, stock, and/or assembly of machinery.

H. Customer shall provide compressed air, electricity; refuse bins and removal service, drinking water, and toilet facilities needed by U.S.M.M. at the worksite.

I. Customer shall provide cal rods for U.S.M.M.'s use during the work. Prior to commencement of work by U.S.M.M., Customer shall drain all pits, machines, and parts, and the worksite shall be free and clear of any and all liquids of any kind.

4. **THINGS U.S.M.M. WILL NOT PROVIDE.** U.S.M.M. will not provide, perform or furnish any of the following, unless otherwise agreed to in writing between U.S.M.M. and Customer:

A. Work or any labor relating to pipe, electrical, grouting, steam fitting, sheet metal work, anchoring, leveling, bricklaying, uncrating or disposal of anything. Only the work specified in U.S.M.M.'s proposal, as accepted by Customer, or work provided by a separate, written agreement between U.S.M.M. and Customer, will be provided, performed or furnished.

B. Correction of shop errors, drilling of holes, fitting of parts, alignment, or repair. However, when such work is deemed necessary by U.S.M.M. and is carried out by U.S.M.M., that work will be billed to Customer as an extra charge, at U.S.M.M.'s applicable rates, in addition to all other applicable charges.

C. **HANDLING, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS IN ANY FORM.** Customer will handle, remove and/or dispose of all hazardous materials at the worksite. Any interruption to U.S.M.M.'s performance caused by the need to handle, remove or dispose of hazardous materials will be charged to Customer, and time lost by U.S.M.M. which is not attributable to U.S.M.M. will be charged to Customer at U.S.M.M.'s applicable rates. Customer shall defend, indemnify and hold U.S.M.M., Inc., and any of its employees, agents, contractors and subcontractors harmless from and against any and all loss, damage, injury (including death), costs, expenses, and fees (including attorneys' fees) of any nature caused or contributed to by the acts or omissions of Customer in connection with the handling, removal or disposal of any hazardous materials

D. Specialty rigging, lugs, or gear.

5. **FORCE MAJEURE.** In the event that either party is rendered unable, wholly or in part, to carry out its obligations by reason of force majeure, the party claiming force majeure shall give Customer notice of that force

majeure by telephone, confirmed promptly in writing or by fax, as soon as possible after the occurrence of the cause relied on, and the obligations of the party claiming force majeure shall be suspended during the continuance of any inability caused, but for no longer period, and so far as possible that cause shall be remedied with all reasonable dispatch. The term "force majeure" means acts of God, strikes, lockouts, industrial disturbances, acts of the public enemy, wars, failure of supply, fire, storms, explosions, breakage of machinery, and valid rules, regulations and orders of governmental agencies and other causes, whether of the same kind enumerated in this paragraph or otherwise, which are not within the reasonable control of the party claiming force majeure. Settlement of strikes and lockouts shall be entirely within the discretion of a party, and the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such cause is inadvisable in the discretion of the party. In the event of suspension due to force majeure, the time within which a party may perform its obligations shall be extended by a period of time equal to the period of such force majeure.

6. DELIVERY OF GOODS; ACCEPTANCE OF GOODS; NON-CONFORMING GOODS.

A. **CUSTOMER AGREES NOT TO SHIP GOODS TO U.S.M.M. AS THE NAMED CONSIGNEE.** All shipments shall be consigned to Customer or to a party designated by Customer (other than U.S.M.M.). U.S.M.M. shall not under any circumstances be responsible for inspecting any shipments upon or prior to delivery to Customer. Any such inspection, and the handling of any claims for loss of or damage to that shipment, shall be the sole responsibility of Customer or the party designated by Customer. U.S.M.M. reserves the right to refuse to perform work on or using the goods delivered in any shipment pending completion of inspection and determining whether there is any loss or damage to the shipment. Any delay in U.S.M.M.'s work caused by Customer's delay in accepting or inspecting the shipment shall be charged to Customer, at U.S.M.M.'s applicable rates. If goods are shipped to U.S.M.M. as named consignee, CUSTOMER shall defend, indemnify and hold harmless USMM from any and all claims for unpaid charges assessed by the carrier or any other party, including charges such as undercharges, detention or charges of any nature, in connection with goods so shipped, and for any and all other loss, damage or injury, costs, expenses and fees (including reasonable attorneys' fees) which USMM may incur in connection with or as a result of the delivery of such goods to USMM as consignee or in connection with or as a result of Customer's failure or refusal to comply with the terms of this section.

B. All equipment must be shipped to U.S.M.M. on flatbed or open top trucks. Customer will be responsible for additional charges for loading or unloading from closed trucks, closed containers or railroad cars, which shall be charged for at U.S.M.M.'s applicable rates, unless otherwise agreed in writing.

C. Blocking and bracing of trucks, containers or railroad cars will be billed to Customer, over and above any other charges, at U.S.M.M.'s applicable rates, unless otherwise agreed in writing.

D. U.S.M.M. assumes no liability or responsibility for demurrage or detention of transportation or other equipment. Waiting time and lost time resulting from delays in transit or delivery shall be the responsibility of Customer.

7. PAYMENT TERMS; ATTORNEYS' FEES; LIENS. Payment in full is due within 15 days of the date of U.S.M.M.'s invoice. Finance charges of 1.5% per month will be applied to any unpaid balance outstanding after 15 days. U.S.M.M. will put liens, as authorized by any statute, on any job for which payment has not been received within 60 days. Customer, its shipper and any consignees shall be responsible for payment of all costs, expenses and fees (including attorneys' fees) incurred by U.S.M.M. to collect amounts invoiced. Customer, its shipper, and any consignees agreed to all of these terms by requesting U.S.M.M. to perform all or part of the services described in this document or by accepting services (including delivery of shipments) from U.S.M.M.

8. LIMITATION OF LIABILITY. U.S.M.M. shall be responsible only for property damage and shall be responsible only for such damage as may occur prior to completion of U.S.M.M.'s work. Property damages shall not include loss of use or paint damages. U.S.M.M. assumes no liability for weather damage. In no event shall U.S.M.M. be responsible for incidental, consequential or special damages of any kind, for lost profits or wages, notwithstanding Customer's notice to U.S.M.M. of the likelihood of such damage. Customer's sole remedy for any loss or damage shall be limited to the return of any money paid to U.S.M.M. for the work provided pursuant to the applicable agreement, up to the limit of the amount which U.S.M.M. and Customer agreed upon as the price for that work. No claim for loss or damage shall be honored by U.S.M.M. unless and until Customer has paid all of the amounts due to U.S.M.M. as of the date of such claim.

9. OTHER LEGAL TERMS. No contact or agreement of any kind shall be binding upon U.S.M.M. unless stated in writing and agreed to by U.S.M.M. Any amendment to any contract or other agreement must be in writing and signed by both parties to it. No agreement or contract may be assigned by either party without the prior, written consent of the other party, which consent may be withheld for any reason.

U.S.M.M., INC., MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS OF ANYTHING COVERED BY THIS PROPOSAL FOR A PARTICULAR PURPOSE OR AS TO THE MERCHANTABILITY OF THE GOODS OR SERVICES PROVIDED, OR AS TO THE DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECTS OF THE WORK OR GOODS PROVIDED UNDER THIS PROPOSAL, OR THEIR MATERIAL OR WORKMANSHIP, AND ANY AND ALL SUCH WARRANTIES (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED.