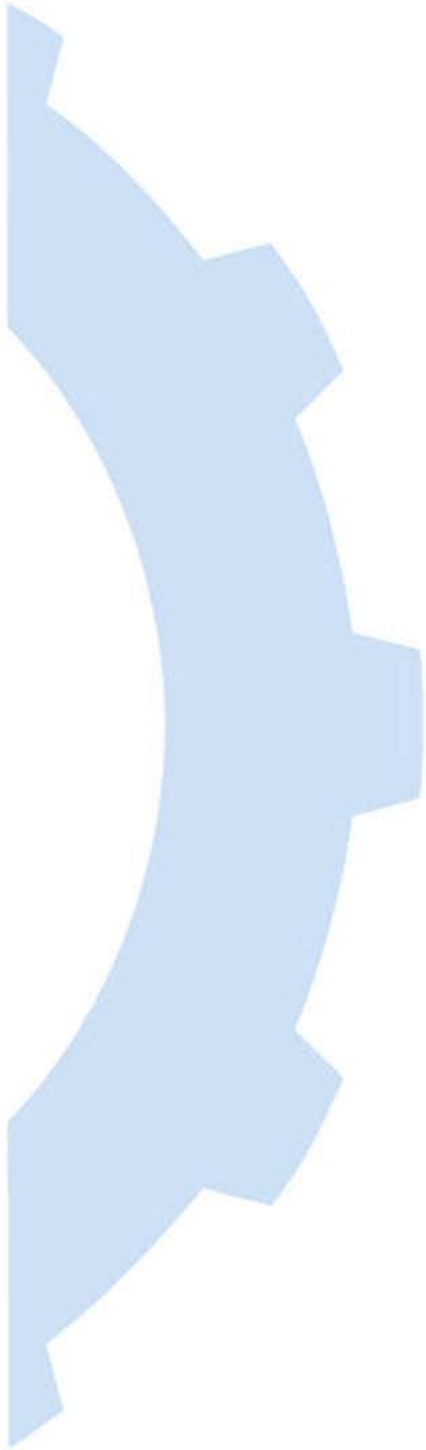


**RAS XL-Center
Metal Folding System
Pricing Proposal**

**Prepared for:
Noorda Architectural Metals
Mr. Chris Noorda
2160 West 1700 South
Salt Lake City, UT 84014**

June 4, 2015

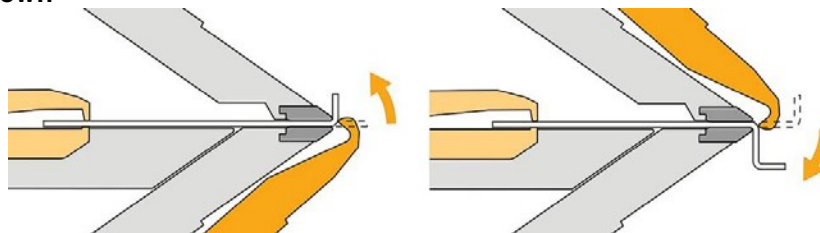


RAS XL-Center Metal Folding System



RAS XL-Center Folding System for automated sheet metal production with no part rotation required

Folding up and down

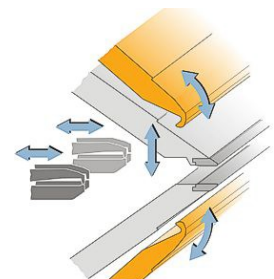


Power Unit

- 3 rigid double frame stands with upper beam and lower beam

Five motorized and extremely fast servo regulated CNC axes

- Upper folding beam
- Lower folding beam
- Upper beam
- Gauging system bar left and right (for tapered parts)



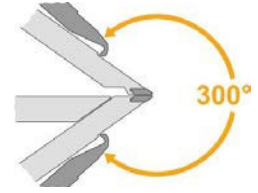
High energy efficiency

- Servo regulated motor drives
- No hydraulic system!



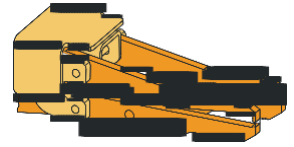
Free space in front of the upper and lower beam

- 300 degrees (patented)
- almost unlimited folding flexibility



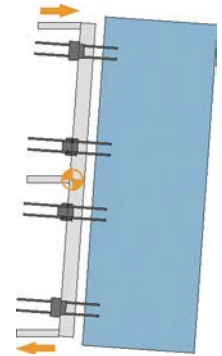
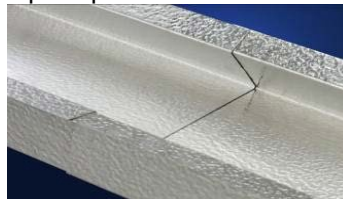
Gauging system with grippers

- 8 grippers
- Min distance between two grippers 86 mm (3.4")



Folding tapered parts

- Tapered stopper bar position
- Max. tapered position: 20 mm/0.78" front / 20 mm/0.78" back
- Tapered stopper bar with left and right servo motor drive
- Center stopper bar pivot point

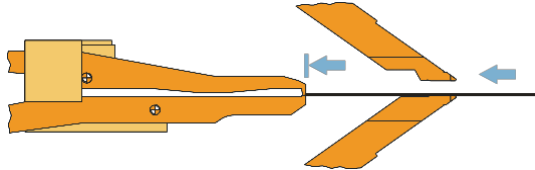


Material squaring

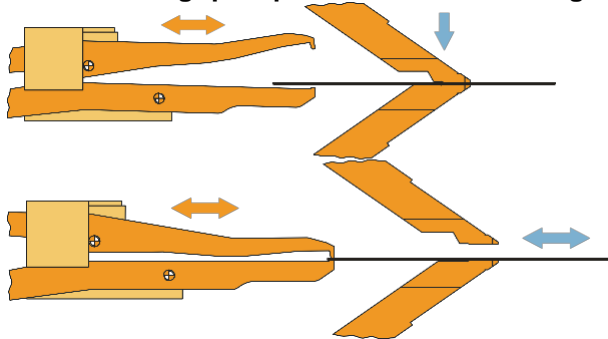
- With squaring stops in each pair of grippers: for strips wider than 300 mm / 11.8".



- With squaring stops in each pair of grippers: for strips smaller than 300 mm / 11.8".

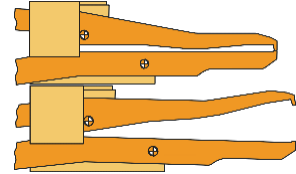


Automatic re-grip sequence within the folding sequence



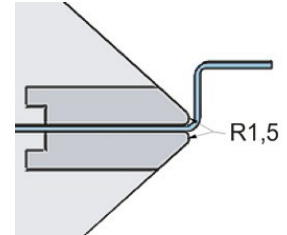
Two gripper positions

- Closed: When clamping material and when gripper used as front stop
- Open: For loading and unloading material



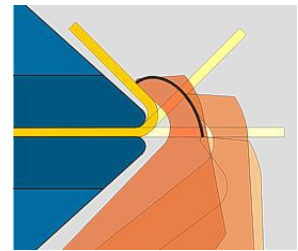
Changeable Tools

- For the upper and lower beam
- Radius 1.5 mm (0.06")
- Made of high tensile steel (1000 N/mm² / 145,000 PSI)



Folding beam movement

- Folding beam rolls away with the material
- Scratch free folding of e.g. pre-painted materials



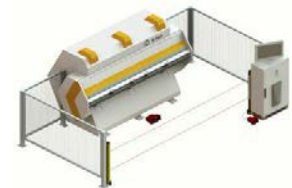
Control Cabinet and graphic control housing for

- 400 V, 50/60 Hz, 3 Ph
- 200-240 V, 50/60 Hz, 3 Ph incl. transformer
- 420-575 V, 50/60 Hz, 3 Ph incl. transformer



Safety system with:

- 4-sided machine covers
- Fence left and right hand side
- Light beam
- Foot switch outside safety area for "Automatic Start"
- Foot switch inside safety area for manual functions



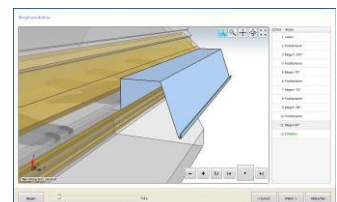
XL Machine Software

- PC-based (Windows, LAN, WLAN, Bluetooth, etc.)
- 20" TouchScreen
- Painting part on touch monitor (2D and 3D)
- Material type and material thickness selection
- Automatic part programming
- Automatic analysis of different folding strategies
- Folding "on-screen" sequence simulation with collision checks
- Online-Support via TeamViewer
- Optional: automatic order workflow for profiles with software Bendex3D Professional



Program functions

- Closed and open hems
- Variable radii without tool change (step bending)
- Angle corrections for single angle and entire program
- Quantity input for programmed profile
- Automatic blank dimension calculation



Pricing for the RAS 63 Series XL-Center Metal Folding System

RAS XL-Center Pricing

1	63.30 XL-Center with 20" Touch PC	63.30
	- Lower Machine Frame standard geometry	223 090
	- Upper Machine Frame standard geometry	223 100
	- Operation (Touch PC)	225 636
	- Gauging System standard geometry with 8 grippers	224 000
	- Machine Covers standard geometry	223 900
	- Safety system (fence, light beam)	225 395
	- XL Machine Software	229 433
	- Machine manuals	
1	Online support and software update contract for XL Machine and XL Office (1 year)	241 321
1	Electrics 400V , 50/60Hz, 3Ph	225 600
1	Transformer	
1	Installation and Training	
	Total Machine Price	\$175,930
	Special Pricing for Noorda	\$169,000

General Specifications XL-Center

Material thickness (mild steel)	16ga
Folding length maximum	125.9"
Backstop travel range (front stops)	.26 – 19.6"
Backstop travel range (grippers)	.5-29.5"
Working height	39.4"
Floor space (with safety system)	204"x114"
Weight	12,150 lbs

RAS 63 Series XL-Center Options

Optional Components Pricing

1.	Mobile program interrupt key (241 326)	\$460
2.	QR-Code Scanner: Software and Scanner (241 142)	\$3,500
3.	Office Offline Software (241327)	\$4,260
4.	Pricing for Bendex3D Software on request	

Mobile program interrupt key



QR code scanner

- Scanning of a printed label on the blank or on a production document.
- Automatic loading of the associated and stored program.
- Software and Scanners



Bendex3D.designer

- Software allows to create profiles on a PC/Tablet (e.g. directly on site)
- Selection of material, color, visible side, quantity, profile length
- Profiles groups e.g. projects, sites, customers etc
- Import of profiles into the control or XL Office Software

Online support and software update contract

- Secure Online Support worldwide via TeamViewer (Machine needs to be connected to the Internet)
- Online assistance with application questions
- Use of new software features
- New software features are described on the RAS Website
- Updates for XL Machine and XL Office software

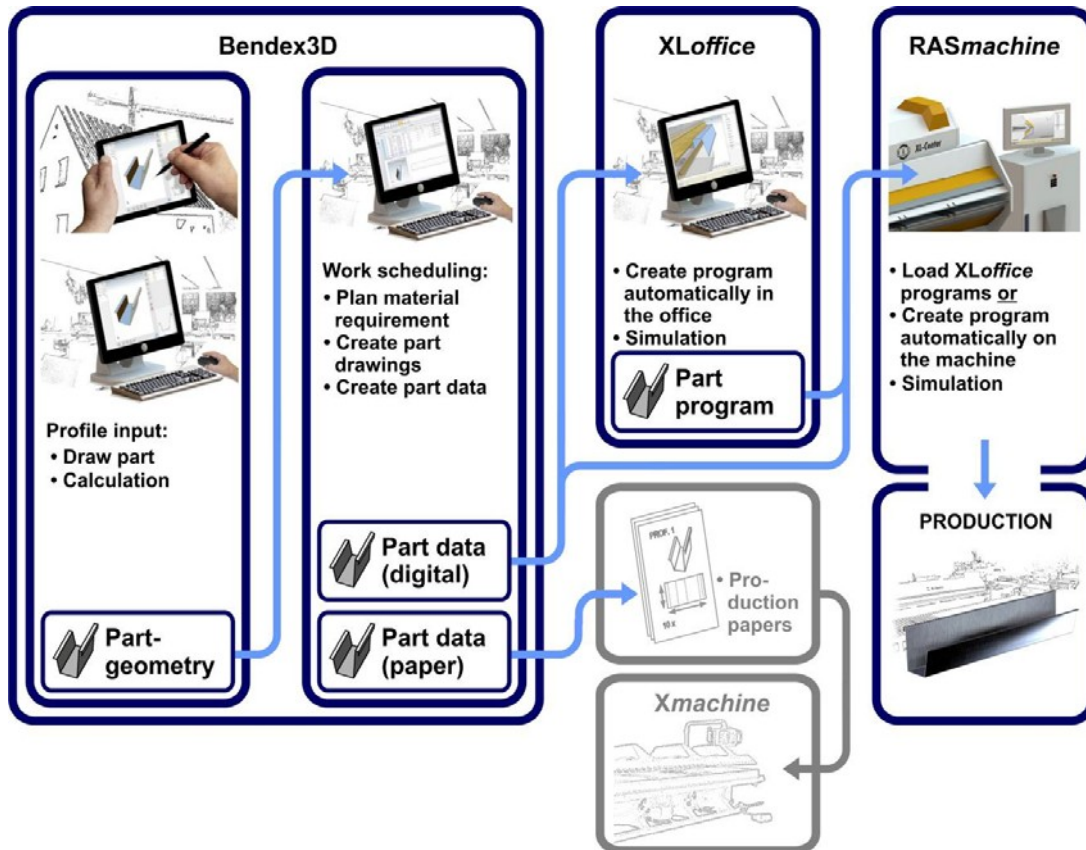
XL Office Software

- Drawing parts for the XL-Center on an office PC (Windows 7, XP SP3)
- Testing the feasibility on the XL-Center and automatic part programming
- Display multiple sequences including sequence ranking
- Folding sequence simulation in 2D or 3D with using the exact machine model
- Manage part programs in the profile archive
- Transfer of programs to the XL-Center via customer network or USB memory stick

RAS 63 Series XL-Center Optional Bendex Software

Bendex3D Professional Software

Software license sales through our partner MicroSea System Solutions GmbH (www.bendex.at)



Create a profile in the office or a tablet PC at the construction site (sales functions)

- 2D profile creation by drawing on the screen
- Input of holes, notches and conical bends
- 2D- & 3D profile display in real time
- Auxiliary dimensions for easy profile input
- Individual profile archives
- DXF import
- For mobile use: data transmission when an Internet connection is available

Order processing in the office (functions for process planning and production)

- Order tracking
- Material management and preparation
- Order status
- Create and print drawings with manufacturing data
- Profile data transfer to XL Office Software
- Data management
 - Customer and order data
 - Materials and coatings
 - Costing data
 - Discounts
 - Forms

Terms & Conditions

- Quotation is valid for 15 days
- Delivery time would be from stock, subject to prior sale
- Machine is quoted FOB origin and does not include freight, duty or taxes.
- Actual freight cost will be billed to the customer on final invoice.
- Installation and training will be done by RAS Systems with a maximum of three trainees.
- Buyer is responsible for all air and electrical lines to the installation site.
- Buyer is responsible for all rigging at installation site.
- Payment terms are 20% down payment with order, 70% immediately prior to shipment, and the balance upon installation or ten days after delivery (whichever comes first).
- Penalties will be assessed if the above terms are agreed to and not met.
- A 3% fee will be charged on all payments made via credit card.
- RAS Systems warrants for a period of one year from delivery to the Buyer that the products delivered hereunder are free from defect in material and workmanship.
- *See reverse side of the last page of this quotation for complete RAS Systems Terms & Conditions which will apply as modified herein.*

We thank you for considering our product and we look forward to further discussions concerning this very important project.

Very best regards,

RAS SYSTEMS, LLC



Bill Kennedy,
VP Sales & Marketing

ORDER & TERMS ACKNOWLEDGEMENT:

Contact, Company

Date

TERMS AND CONDITIONS

The following terms and conditions shall apply to any sale of goods or services by RAS SYSTEMS, LLC (hereinafter referred to as "Seller"). If this document is construed as an offer, the offer expressly limits acceptance to the terms of the offer contained herein and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any different or additional terms in any resulting contract. If this document is construed as acceptance, this acceptance expressly conditions such acceptance on the Buyer's assent to any additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer must notify Seller immediately in writing. If Buyer does not so notify Seller immediately, Buyer's acceptance of delivery will constitute conclusive evidence of Buyer's assent to the additional or different terms and conditions contained herein. If for whatever reason Buyer shall be deemed not to have assented to the additional or different terms and conditions set forth herein, this conditional acceptance shall constitute a counter offer, acceptance of whose terms shall be conclusively presumed by Buyer's acceptance of delivery. If this document is construed as a confirmation of an existing contract, such confirmation is expressly conditional to Buyer's assent to any additional or different terms contained herein. If this document is a price quotation, the price quoted may be changed by Seller on written notice to Buyer and in no event shall be binding more than 30 days from the date of quotation. Any resulting contract of sale between Buyer and Seller is referred to herein as "Agreement".

1. PRICES AND PAYMENT TERMS: All prices are FOB Seller's place of business Peachtree City, Georgia and unless otherwise agreed in writing, are payable 20% upon order placement by Buyer, 70% upon notification from Seller that the goods are ready for dispatch, and balance upon the earlier of the date of installation of the goods or 10 days following delivery to Buyer. All accounts not paid within thirty (30) days of the due date will bear interest at the rate of one and one-half (1-1/2%) percent per month from invoice date. In the event of failure of timely payment by Buyer, Buyer shall pay to Seller all costs of collection including reasonable attorney's fees.

Prices on the goods are exclusive of all local, state, and federal taxes, including, without limitation, taxes on sales, use, manufacture, receipt, income, or occupation. Buyer is solely responsible for the payment of any such tax or taxes, whether imposed directly upon Buyer or indirectly upon Seller. Upon request by Seller, Buyer shall immediately provide Seller either (a) written proof that any such tax or taxes were paid, (b) a valid certificate of exemption therefrom, or (c) full payment of such taxes for remittance by Seller to the applicable taxing authority. Buyer shall indemnify Seller against all costs, fines, fees, liability or other expense incurred or imposed upon Seller as a result of Buyer's failure to timely pay any such tax.

Buyer shall pay all amounts payable to Seller hereunder when due, time being of the essence. Payment for the goods shall, it Seller so requires, be made in full prior to delivery and Seller shall be entitled to withhold delivery until such payment has been made and any check or other negotiable instrument given in payment has cleared. Seller shall have the additional right at any time to limit or cancel any credit extended or to be extended hereunder. Upon failure by Buyer to make payment to Seller within ten (10) days after notice from Seller limiting or canceling any credit extended or requiring Buyer to make payment before delivery Seller shall have the option to cancel this and other contracts between seller and Buyer. In such an event, in addition to its other remedies, Seller may resell all or any part of the goods undelivered under contract without notice at public or private sale and Buyer shall be liable to Seller for the difference between the resale price and the price at which Buyer agreed to buy the goods together with incidental damages.

2. TITLE TO AND RESERVATION OF SECURITY INTEREST IN THE GOODS: Until Buyer has completed payment for the goods, title and ownership to said goods shall remain with Seller and its assigns, and Seller hereby reserves and Buyer hereby grants to Seller a purchase money security interest in the goods. The goods shall at all times be located at the place to which delivery is to be made as indicated in the Agreement unless written approval is obtained from Seller for removal to some other place. Said goods shall not become a part of the realty.

If the Buyer defaults in the payment of any part of the purchase price as herein provided at any maturity date as to any payment or fails to comply with or defaults in any of the material provisions of the Agreement, or in the event that a petition for a receiver or in reorganization or in bankruptcy is filed by or against Buyer, or whenever Seller or its assigns shall deem themselves insecure then in any such event the full amount of the purchase price remaining unpaid shall become immediately due and payable at the option of the Seller or its assigns, and Buyer agrees to return said goods on demand, and Seller or its assigns may without notice of demand and without any legal process enter into a premises where the goods are located to take immediate possession thereof and to make such disposition deemed by Seller or its assigns as desirable. All payment shall be retained as liquidated damages for the use of the goods and not a penalty. The goods may be sold with or without notice at public or private sale, with the right of Seller or its assigns to bid in such sale, and the proceeds thereof less expenses shall be credited to the amount unpaid. Buyer agrees to pay the balance forthwith as liquidated damages for the breach of the Agreement.

Until payment for the goods has been completed, Buyer may not sell, transfer, convey, pledge, hypothecate or otherwise use the goods as security for any borrowing or for any other purposes.

3. INSURANCE: Buyer shall specifically insure the goods against "all risks" subject to normal exclusions, from the time that the risk of loss passes to Buyer during transit, during unloading, and continuously thereafter until all amounts payable by Buyer are paid in full to Seller for no less than the total amount owing to Seller, with loss first payable to Seller, as its interests may appear. Evidence of such insurance satisfactory to Seller shall be submitted by Buyer prior to shipment or Seller may procure such insurance at Buyer's expense.

4. CANCELLATION: Seller reserves the right to cancel any order previously accepted upon notification to Buyer and return any deposit previously paid, which return shall be Seller's sole liability to Buyer with respect to such cancellation. If Buyer cancels an order accepted by Seller, Buyer shall pay to Seller a cancellation charge equal to the sum of (a) all expenses incurred by Seller prior to the date of written notification of such cancellation, including without limitation direct and indirect expenses, and (b) 30 percent of the price for the goods.

5. WARRANTY: Seller warrants the goods delivered hereunder to be free from defect in material and workmanship for a period of one (1) year after delivery (or six (6) months if such goods are used in double shift, or ninety (90) days if such goods are spare parts). The above warranty shall not apply to, and Seller shall have no obligation with respect to, any alleged defect arising from, caused by, related to, or with respect to which (as appropriate):

- Any alteration, additions or attachment to or modification of the goods no authorized in advance in writing by Seller that interferes with the normal and satisfactory operation or maintenance of the goods;
- Movement of the goods (or portion thereof) after installation without the prior written consent of Seller;
- Electrical work external to the goods;
- Noncompliance with environmental specifications relative to proper utilization of the goods;
- Any special equipment ordered by Buyer that is not manufactured or designed in accordance with the Seller product brochure and/or Seller product list;
- Consumable goods;
- Any portion of the goods that is not manufactured by Seller;
- Any cause other than normal wear and tear, including without limitation neglect, misuse, repair or maintenance by any party other than Seller, accidents, failure of power, air conditioning, humidity control, or acts not within the reasonable control of Seller; or i. Any defect that is visible or discernible through reasonable diligent inspection (any such defect having been subject to Buyer's prior right of rejection or non-acceptance)

6. LIMITATION OF WARRANTY.

All specifications, performance figures, drawings, and particulars of weights and dimensions made available by Seller are approximate only and the descriptions and illustrations contained in Seller's catalogs, price lists, or sales material are intended only to present a general idea of their subject matter, and none of the items referred to above shall create any warranty whatsoever. Recommendations for the use of the goods are suggestions only and no directions and Seller makes no express or implied warranties with respect thereto.

EXCEPT AS NOTED AT SECTION 5 ABOVE, THE PARTIES AGREE THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES BY SELLER, EITHER EXPRESS OR IMPLIED, OR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION CONTAINED HEREIN.

7. PROCEDURE FOR WARRANTY CLAIM: Any Warranty claim must be presented to Seller in writing within the applicable Warranty period and within two weeks after discovery of the alleged defect, and the notification must describe in reasonable detail the alleged defect. Upon confirmation from Seller that the goods or part thereof is defective and is covered by the Warranty, Buyer must pack and ship the defective part to the facility designated by Seller in accordance with packing instructions provided in the Seller instruction manual for the goods.

8. REMEDY: Seller will repair or replace, at its sole option, any defective nonconforming part of the goods that is covered by the Warranty and for which the Warranty procedures have been followed. In the event that Seller elects to replace a defective product or part thereof, the defective product or part thereof shall remain the sole property of Seller. Seller retains the right to replace an original part with a technically similar repaired part.

9. LIMITATION OF REMEDY: REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART THEREOF CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER IN THE EVENT OF BREACH OF ANY WARRANTY BY SELLER, EXPRESSED OR IMPLIED, OR OF THE AGREEMENT.

10. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM ANY PROVISION OR TERM OF THE AGREEMENT OR IN CONNECTION WITH THE PURCHASE, OPERATION OR USE THE GOODS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SELLER, OR OTHERWISE.

11. LIMITATION OF ACTION: Any action by Buyer for breach of the Warranty or of the Agreement must be commenced by Buyer within 18 months after the date of shipment of the goods.

12. ACCEPTANCE: Buyer shall be deemed to have accepted any and all goods shipped to it unless Buyer shall have notified Seller in writing of any nonconforming goods or defects therein within seven (7) days of receipt of the goods. Both Buyer and Seller acknowledge and agree that a seven-day inspection period is an adequate and reasonable time within which to inspect the goods and to identify nonconforming goods.

13. DELIVERY: Delivery dates set forth herein are approximate; without limitation of the foregoing, deliveries received by Buyer within 30 days of the specified shipment date shall be deemed timely delivery. Seller shall be entitled to make partial delivery of goods to Buyer.

14. DELAY OR NONPERFORMANCE: Seller shall not be liable for delay in shipment to any cause beyond its reasonable control, nor shall such delay entitle Buyer to cancel any order or refuse to accept delivery. Seller shall not be liable for failure or delay in shipment or other performance hereunder if such failure is due in whole or in part to strikes, fires, accidents, wars, rebellions, civil commotion or public strike, acts of any government, whether legal or otherwise, acts of public enemies, force majeure, inability to secure or obtain or delay in securing or obtaining transportation, machinery, materials, or sufficient qualified labor, or any other causes beyond Seller's reasonable control.

15. RISK OF LOSS: Unless otherwise specifically agreed in writing, risk of loss of the goods shall pass from Seller to Buyer when the goods or any portion thereof, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, are placed in the possession of the carrier for shipment to Buyer. Seller may choose any reasonable carrier for delivery.

16. INDEMNITY: Seller shall, at its own expense, defend any suit that may be instituted against Buyer for alleged infringement of any United States patent or copyrights related to the parts of the goods manufactured by Seller, provide that: (a) Such alleged infringement consists in the use of only such goods and not as a part of or in combination with any other devices or parts; (b) Buyer gives Seller immediate notice in writing of any such suit and permits Seller, through counsel of its choice, to answer the charge of infringement and defend such suit and (c) Buyer gives Seller all needed information, assistance and authority, at Seller's expense, to enable Seller to defend such a suit. In the case of a final award of damages in any such suit, Seller will pay such award, but shall not be responsible for any settlement made without its prior written consent. This Section states Seller's total responsibility and liability, and Buyer's sole remedy, for any actual or alleged infringement of any patent or copyright by the goods or any part thereof, provided hereunder. In no event shall Seller be liable for any indirect, special, or consequential damages resulting from any such infringement. Notwithstanding the foregoing, with respect to any goods manufactured by Seller to Buyer's design, specification or instruction, Buyer warrants that such goods (including manufacturing processes thereof) do not infringe any proprietary rights of a third party, and Buyer hereby indemnifies and holds harmless Seller from and against any costs, liabilities and expenses (including attorney and expert fees) which result by reason of Seller's manufacture or sale to Buyer of such goods.

17. PROPRIETARY INFORMATION: All proprietary information (including without limitation Seller's drawings and specifications for the goods) and other confidential information obtained by Buyer from Seller in connection with the goods shall remain the property of Seller. For a period of five (5) years from the date of disclosure to Buyer, Buyer shall not disclose such proprietary information to any third party or use such information in any way other than as expressly provided by written contract with Seller. Notwithstanding the foregoing, Buyer shall not disclose to third parties or use (other than as permitted by written contract with Seller) information constituting trade secret (as defined under Georgia law) of Seller for so long as such information constitutes a trade secret as so defined.

18. MODIFICATIONS: This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale of the goods specified herein. No modification of this Agreement shall be binding upon the parties unless in writing and signed by the party to be bound. Any term or provision contained in any document of Buyer which is inconsistent with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the goods. No agent, employee, or representative of Seller other than its officers has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under the Agreement and unless an affirmation, representation or warranty made by an agent employee, or representative is specifically included within the Agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

19. WAIVER: Waiver by Seller of a breach by Buyer of any provision of the Agreement shall not be deemed a waiver of future compliance with the provision of the Agreement breached.

20. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Buyer without the written consent of Seller, and no delegation of any obligation by Buyer shall be made without the written permission of Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. CONTROLLING LAW: The validity and interpretation of the Agreement shall be governed by the laws of the State of Georgia.

22. REQUIRED NOTIFICATION: Buyer shall give immediate written notice to Seller of any claim or action asserted against Buyer for which Seller is or may be ultimately liable under state or federal law, including without limitation any claim for breach of warranty or for infringement.

23. JURISDICTION: Buyer, to the extent it may lawfully do so, hereby submits to the jurisdiction of any state or federal court located in Fulton County, Georgia as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts for the purpose of any suit, action or other proceeding arising out of any of the Buyer's obligations under or with respect to the Agreement, and Buyer expressly waives any and all objections that Buyer may have as to jurisdiction and/or venue in any of such courts. Buyer further agrees that it may be validly served with any legal process in connection with the foregoing by the mailing of a copy thereof by registered or certified mail at its last address communicated to seller in writing.