

June 1, 2020


Carmel Clay Public Library
55 4th Ave SE
Carmel, IN 46032

Ms. Duncan

We are pleased to provide you final pricing for your selected sorter configuration.

Please let us know if there is any additional information needed.

Regards,



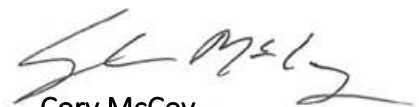
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SYSTEM DESCRIPTION

This proposal for Lyngsoe Systems' Automated Material Handling Equipment is designed to automate the sorting of library items and eliminate manual tasks in the circulation room, providing library patrons a higher level of service. Patrons will approach the Library Mate™ and insert items. Items are received one at a time from the Library Mate™ then transported to the Lyngsoe Sort Mate™. These items are automatically inducted onto the sorter. Items returned through the drive-up return can be returned multiple items at a time, and the BISR will work to singulated the items, and induct them onto the sorter one at a time. Once inducted, the items will then be sorted and discharged directly to one of the following destinations:

1. Ergo Trolley™ Chutes (all configurable by library staff)
 - a. Return to shelf
 - i. Sort by SIP2 fields (location code, item types, call number, etc.).
 - b. Holds
 - c. Transfer items to branches
2. Overflow destination

The Sort Mate™ is configurable and easily expandable. If you would decide to add additional sort points in the future, a new Sort Mate™ module could be added and running within a few hours—easily completed during off-hours with no impact to patrons and minimal to staff.

Capacity

The throughput for each system is 2,500 items per hour. However, this is regulated by the capacity of the Library Mates™ and Ergo Staff™ Inductions configured on the system. For example, one Library Mate™ has an average throughput of 900 items per hour and the Ergo Staff™ has an average throughput of 1,100 items per hour thus resulting in an average throughput of 2,000 items per hour. This can be increased with the addition of induction points. Lyngsoe Systems has optimized the system controls so that items never stop on the sorter while other items are diverting. This allows for continuous flow from the Library Mates™, higher throughputs, and longer life expectancy from your sorter drive components.

Chutes

Included in this proposal is the pricing for one Ergo Trolley™ per sort point plus one Ergo Trolley™ for the exceptions bin. Unit pricing for the Ergo Trolley™ is also included for future consideration. These trolleys are extremely durable and wheel easily over most surfaces. One auto-level trolley holds 12.4 ft³ with a capacity of 250 mixed library items (or 500 CD's or DVD's). They are a great addition to your work room. The Ergo Trolley™ features an auto-leveling floor, with a cushioned base; it assures gentle handling of library items. The auto-leveling feature is spring activated, so there is NO expensive and time-consuming maintenance required for batteries, chargers, lifting mechanisms, etc.



Chutes are controlled by full tote sensors. If a chute is full, the chute will be blocked and there will be a full chute indicator activated at the location. When the location is cleared, the system will begin sorting to that location automatically.

Finish

Lyngsoe uses a high durability paint finish for all major components. The standard color is black RAL9005 with green RAL6025 highlights (Custom RAL colors can be supplied for an additional cost).

Voltage

Standard voltage is 120VAC, single phase.

Host Interface Software

All Library Mates™ include support for implementation of a SIP2 interface with the host ILS system. This interface allows for custom sort configurations and can collect statistics for items that are return-to-shelf, holds, transits, and transit holds. Statistics are also available for numbers of sorts per hour.

Emergency Control Devices

One (1) emergency stop buttons are included per system.

Warranty

A one-year parts warranty is included on all equipment. Further Service Agreements can be supplied and quoted upon request. System issues deemed not mechanical or software related (i.e.: vandalism, damage due to neglect, or unauthorized modifications) will be subject to a service charge TBD.



EQUIPMENT

DESCRIPTION OF THE LIBRARY MATE™ 2100 SELF CHECK-IN (EXTERNAL WALK UP UNIT)

The Library Mate™ 2100 self-return-machine was designed specifically for the library market to be the centerpiece of your self-service initiative with a robust façade, so it can be installed on an exterior wall of your library. Check-ins using the LM2100 provide secure transactions, assuring that the item presented to the RFID reader or optional barcode reader, is the item that is being returned. The patron simply opens the access door with a button press or presenting a valid RFID tag to the external reader (optional), and then places the material to be returned on the belt, and the LM2100 completes the transaction. Utilizing sensors along the inside of the LM2100, the item is tracked and scanned on the inside of the tunnel. When the check in is complete, it is transferred to the Sort Mate™2000 module for sorting

With the capacity to handle over 1100 items per hour, library users no longer have to wait in long lines to return items. The feed opening will accommodate up to 99% of all library materials.

Benefits of the Library Mate™ 2100

- Touchscreen for language selection or receipt options
- Sturdy shelf for patron use
- Height of shelf and opening can be configured to different set heights to accommodate all patrons or varying backroom elevations
- Receipt printer
- Drive up or walk up access for patrons
- 24-hour access to check in and return materials
- Weatherproof exterior
- Security window for use with library's existing security camera system
- Option for RFID activated door located in Library Mate™ shelf



Figure 1- Library Mate™ 2100



LIBRARY MATE™ FUNCTIONAL DESCRIPTION

The machine function is as follows:

- The default language in the initial screen picture is English, but as a standard three other languages are available and can be retrieved via the screen. If no alternative language is retrieved, the dialogue will continue in English.
- The user inserts the items one by one by pushing them into the machine. When the Library Mate™ detects a new item in the opening, the machine starts the conveyor belt automatically.

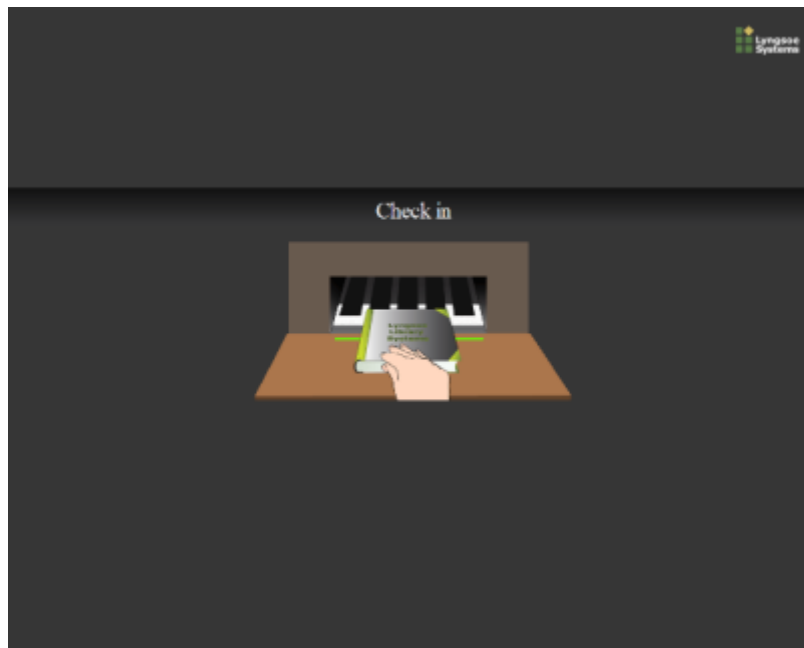


Figure 2- Patron Instruction Screen

- While the item passes through the machine, the item ID is read from the barcode or RFID tag, the item is checked in with the ILS and the material protection (EM optional) is activated before the item is sent to the sorter.
- If a barcode is not detected in the tunnel, the Library Mate™ can be configured to reject the item and return it to the patron.

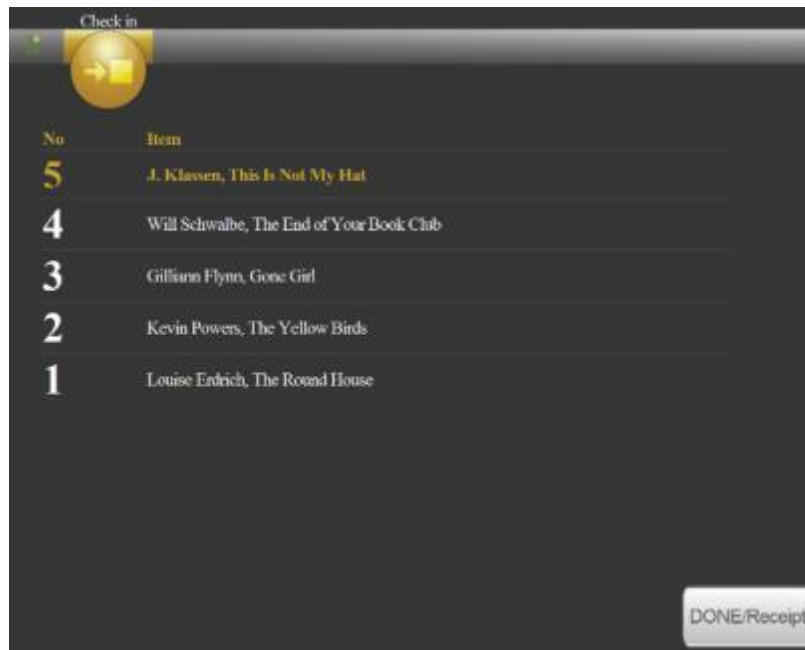


Figure 3- Check-in Confirmation Screen

- Once the machine is ready for the next item, the light in the opening changes from red to green.
- The above procedure must be repeated until all items have been returned.
- When all items have been returned, the user finishes the procedure by pressing “End” on the screen. Subsequently a receipt is printed. The screen displays an animation of the receipt printing. If the user does not press “End” within a defined period, the receipt is printed automatically so that the machine can get ready for the next user.
- Receipts may also be sent to the patron via email or text(optional)



Figure 4- Patron Instruction Screen

Offline mode

If the connection between machine and library network is down, the machine continues in offline mode and prints an off-line receipt stating the material IDs for the user. Information about the returned materials is stored in the machine control and transmitted to the library database as soon as the connection to the library network has been re-established.



DESCRIPTION OF BULK ITEM SINGULATOR WITH INTELLIGENT RECIRCULATION MODULE(BISR)

Our newest addition to our library systems products is the Bulk Item Separator with Intelligent Recirculation (BISR) module. The BISR compact singulation module is the new gold standard in library singulation of items. Any company can place a conveyor at an angle, call it a singulator, and get a mediocre result at the sorter- meaning many items will not be checked in, or double items will be presented to the reader and sent to the exceptions bin. This generates a lot of extra work for your staff. If the AMH system at your branch is only successful of singulation of 96% of items- this means you will have 29,095 items per year not checked in, and potentially sent to a sort bin, and put back on the shelf still on the previous patron's record.

Utilizing the BISR solves this problem.

Operation is very simple, and it offers you the accuracy you require to effectively run your library. The patron simply places items through the BISR book drop and these items flow onto a bulk belt. Utilizing sensors along the inside of the BISR cascading belts, the item is singulated, tracked and scanned on the reader belt before the sorter tunnel. When the check in is complete, it is transferred to the SortMate2000 module for sorting.

If the reader detects that multiple items have made it through the singulation process, this module effectively recirculates double reads so that staff intervention and space is greatly reduced.

Benefits of the BISR:

- Interfaces with a Standard book drop appearance
- Convenient for patrons
- Can be used in combination with internal and external book drops
- 24-hour access to check-in and return materials
- Compact configuration
- Simple design means less maintenance, power, and possible jams
- Expected capacity of ~800 items/hour





INTERLOCKED LOCKING BOOK DROP



Figure 5- Interlocked locking book drop

The Lyngsoe Interlocked locking book drop gives the assurance that no matter the condition, library patrons will have an opportunity to return library items.

Features:

- Electronically connected to the Library Mate™ 2100
- Normally Locked encouraging patrons to utilize Library Mate™
- Automatic unlock disengages during power outages, or when Library Mate™ is out of order, allowing for return of library items.



DESCRIPTION OF THE LYNGSOE SYSTEMS ERGO STAFF™ 1200 STAFF INDUCTION

The Lyngsoe Systems Ergo Staff™ automates and optimizes material processing for library staff. The Ergo Staff™ quickly becomes the workhorse of your circulation room by rapidly and efficiently checking in branch transfers, new material, and any items that need to be sorted and returned to shelf.

With the capacity of up to 2000+ items per hour; library staff will not have to perform time-consuming and repetitive check-in processes; library materials will be on the shelf quicker and back into the hands of your patrons.

Your library staff will interface with the Ergo Staff™ induction via a user-friendly touch screen with a graphical interface. RFID tags or optional barcodes are read quickly and communicated with your Integrated Library System, RFID security is enabled, backdating and hold slip printing can all happen automatically, and check-in statistics can be monitored remotely. The Ergo Staff™ work surface is height adjustable between 32" and 38", ensuring an ergonomic work environment standing or sitting.



Figure 6- Ergo Staff™ 1200 Staff Induction



ERGO STAFF™ FUNCTIONAL DESCRIPTION

The machine function is as follows:

- The default language in the staff screen is English, but other languages are available and can be retrieved via the configuration menu.
- The staff member initiates use of the machine by either pressing the start button on the conveyor, or the start button on the touchscreen
- The staff member places an item on the belt. Once the RFID tag is read, or the barcode is read, the belt will automatically induct the item onto the Sort Mate™ for sorting.

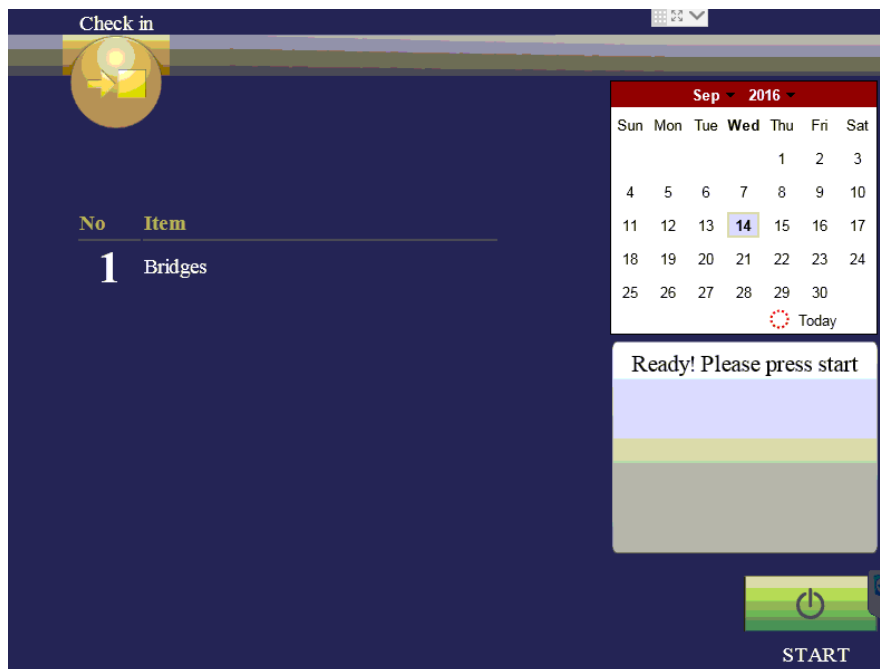


Figure 7- Staff Induction Screen

- The item ID is read from the barcode or RFID tag, the item is checked in with the ILS and the material protection (EM optional) is activated before the item is sent to the sorter.



Figure 8- Check in confirmatoins

- Once the machine is ready for the next item, the belt will stop, and the screen will display a “ready next item” message.
- The above procedure must be repeated until all items have been processed.
- When all items have been returned, the user finishes the procedure by pressing “Stop” on the screen.

Backdating

To enable backdating, simply select a date from the on-screen calendar, and all items will be processed utilizing the selected date.

Offline mode

If the connection between machine and library network is down, the staff induction will be out of order until the library network is reconnected.



Lyngsoe Sort Controller (LSC)

The LSC (Lyngsoe Sorter Controller™) is a user-friendly software that allows library staff to monitor and customize their Lyngsoe Automated Materials Handling Sorter. LSC provides granular data in an easily digestible format via graphs and tables that are also easily exported to Excel, CSV or PDF. Optimizing workflows becomes easier with more data. LSC also has several search functions to see every item that has been sorted when it was sorted and the logic behind why it was sorted to a chute.

Web-based, multi-device monitoring and control

The Lyngsoe Sorter Controller™ is a web-based management and operation software for controlling Lyngsoe Sort Mate™ 2000 sorters. The single interface allows for central monitoring, remote sorter control, and instant updates from any linked device.



Figure 9- LSC device availability

Simple to program

Establish sort rules based on standard SIP2 response from the ILS/LMS. The Lyngsoe Sorter Controller™ operates on logical arguments to direct materials to the intended destination – set the priority quickly and easily with up/down arrows.



Figure 10- Sort Rule Configuration

Program each rule according to the type of receptacle, whether an Ergo Cart™, Ergo Trolley™, a library-specific tote, or other custom solution. Set up with Waterfall or Round Robin sort modes to maximize efficiency.

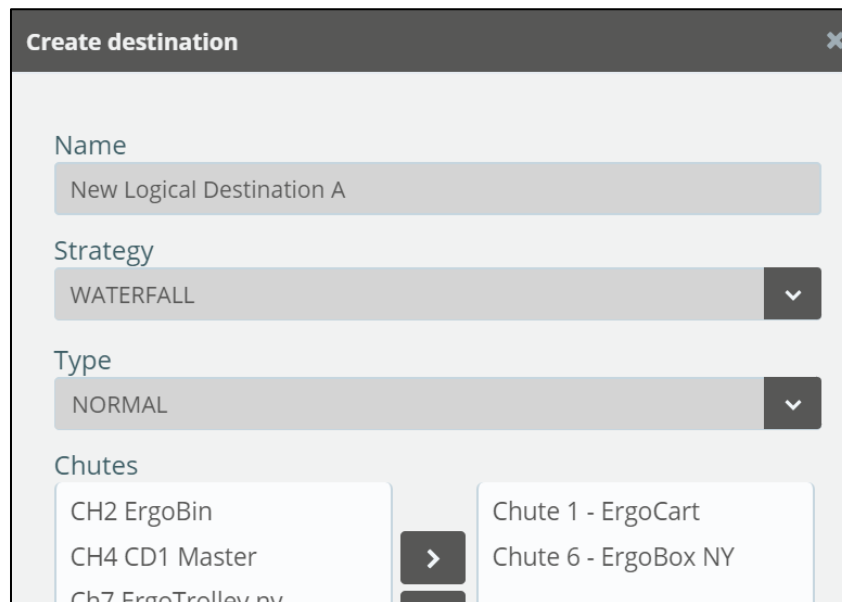


Figure 11- Destination Configuration

Simpler to use

Keep separate sort tables for weekends and holidays – switch the active table with one click of the **⏻** symbol.



	Activate	Export	Edit	Copy	Delete
Daily - Normal sorting					
Weekend - RoundRobin (Excl DUMP)					

Figure 12- Sort Table Configuration

Use the Material Event Search to find an item as soon as it is scanned. Find which destination it was sorted to, locate Patron Holds more quickly, and fine tune the sort table specifications.

Title / Identifier

Figure 13- Item search

Continuous Operation

Set up real time alerts for full bins and unread items – staff can respond immediately and keep books sorting without pause. The Lyngsoe Sorter Controller™ allows staff to set the number of items allowed in a container and the fill level at which alerts are sent out. These alerts can pop up in the Controller User Interface or be sent as emails to the emails of sort room staff.

▼ Nearly full warning

Sort table: Weekend - RoundRobin (Excl DUMP) ▼

Chute	Container	Fill level	Enabled
CH2 ErgoBin All Containers	ErgoTrolley (200) ▼	75%	<input checked="" type="checkbox"/>
CH4 CD1 Master All Containers	CD Container (50) ▼	75%	<input checked="" type="checkbox"/>

Figure 14- Nearly Full configuration

library-platform-test@lyngsoesystems.com

Chute 3 - Plastkasse is full 11:20

Chute 3 - Plastkasse is full <end>

Figure 15- Email notification



Configuring the system

During the engineering phase of the project, the Lyngsoe Project Manager will work with the Library to configure the machine with languages, sort schemes, receipt text, etc. Once we have the configuration, our engineers will assure that the programming on your machine meets all your expectations.

Statistics

The Sort Mate™ provides a variety of reports and sorting statistics for the library to use including check in time, chute distribution, and a full complement of SIP2 transaction logs and sort logs.

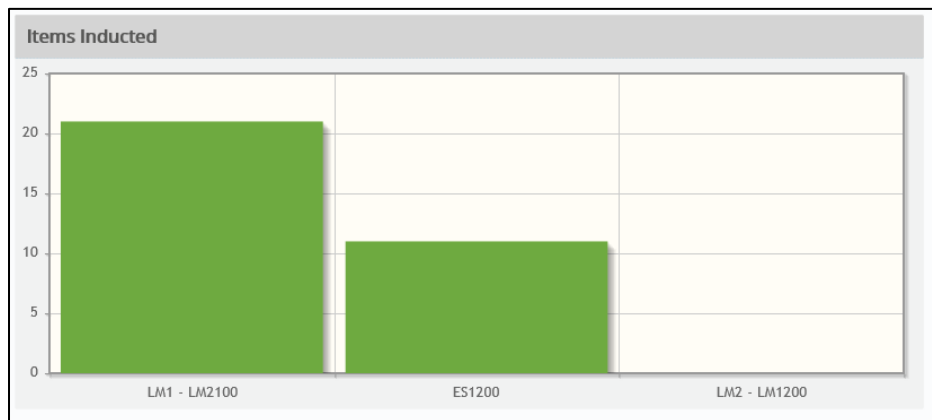


Figure 16- Statistics screen

Reports can be easily drawn for a given range of time, tracking how many items were sorted through each induction and how many went to which sort destination.

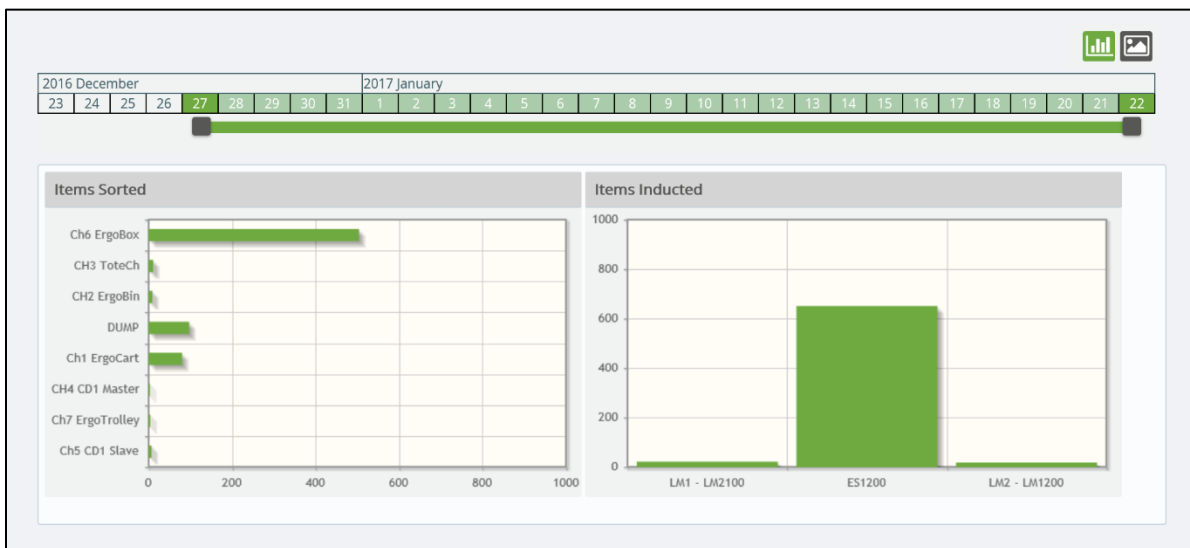


Figure 17- Statistics screen



Interface

The Library Mate™ check-in units and Ergo Staff™ Inductions communicate to the Library's ILS using the SIP2 protocol. Once the item has been checked-in, information about the items to be sorted is transferred through an Ethernet interface to the sorter control system and the item is sent to its proper destination.

For effective remote support, a VPN connection must be established between our Hotline/Service department and the sorting system. This VPN connection will assure that the technicians from the Lyngsoe Systems Hotline can gain direct access to the sorting system controls to quickly and efficiently diagnose any system issues.

The drawing below (See Figure 5) shows the basic communication structure between the sorting system and the library system.

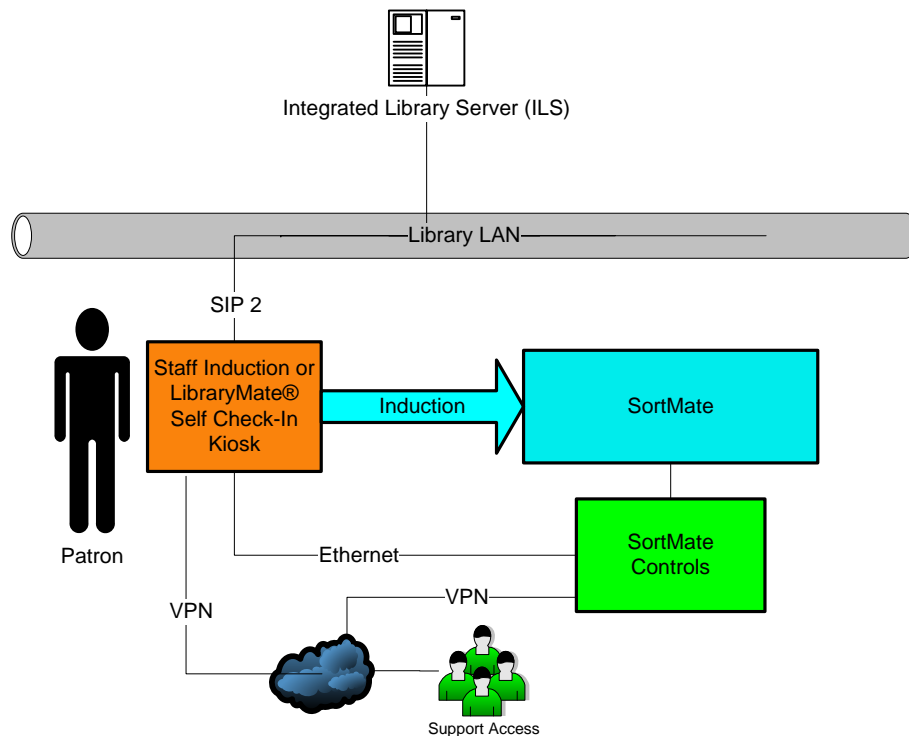


Figure 18- Basic Communication Structure



SOFTWARE ENHANCEMENTS

Distribution of Floating Items

In the Sort Controller- there will be new strategy added to the chute strategy. The goal of the strategy will be to distribute items which do not have holds or demands on them. If the item does not have a destination assigned, then they can be allocated to a Distribution matrix.

If there are 3 destinations part of the 'distribution'

- Chute 2 weight 4
- Chute 3 weight 8
- Chute 4 weight 1

Sum of the distribution is 13- Highest weight gets the first item, So the distribution should go by chute number;

3,2,4,3,2,3,2,3,2,3,3,3,3

Once that distribution is complete, it starts over. If the sort table is changed, distribution counts should reset

Staff Induction Tagging Functionality

The Ergo Staff™ Induction can be placed into a RFID tag writing mode, removing a step in the processing of new materials. Once the programming mode is activated, the item is presented to the barcode scanner of the staff induction, and the item is placed on the induction belt. If the system identifies an unwritten tag, the barcode data will be written to the tag, the item will be checked in with the ILS, and sorted according to the sort scheme.

New Book Hold Slip Printing mode

In environments where hold slips are printed at the origin branch this mode facilitates more efficient processing of new materials as they enter into circulation for the first time. The sorter can be programmed to handle new items in the following way;

- Book is placed on ES1200 and scanned by RFID or barcode
- SIP2 message is sent
- If the book has a hold on it, the book will be held in position
 - The hold slip will be printed on the ES1200 printer (staff will match book with hold slip)
 - A button will appear on touchscreen to confirm hold slip has been matched with book
 - The button is pushed, and the book will be sorted
- If the book does not have a hold on it, it will immediately be sorted

Reseller Mode

The sorter control at a Sort Mate™ sorter will be able to “weed” out books based on the ISBN number on the book.

A new sorting mode called “Reseller mode” will be added to the staff induction. The mode is selected in the UI for the staff induction.



When an ISBN code has been scanned by the line scanner and the “Reseller mode” has been activated, the staff induction will send a web-request to the external host* with the ISBN number. The external host will reply with either “Accepted” or “rejected”. If the book is rejected, the book will be sorted to a special chute. If the book is accepted, a warehouse ID will be extracted from the response. As with the current modes, a sorting table needs to be configured, and using this table, the warehouse ID will be mapped to a chute and the item will then be sorted to this chute.

As the Sort Mate™ does not have a complete list of the various warehouse ID’s which it is possible to receive from the external host, a “catch all unknown” destination will be added to the sorting table. Furthermore, logic will be added so that warehouse ID’s not known in the Reseller sorting table will be appended to this table as the responses are received from the external host. The operator should then assign a chute afterwards.

The current special chutes will be used for the Reseller mode as well:

- General Dump -> unforeseen problems
- Code Not found -> books which has been rejected by the external host

*Currently Lyngsoe has an agreement with Better World Books to provide reselling services.

Weed out

A feature will be added enabling the library to define a list of BARCODE numbers which they want to weed out of the books seen on the sorter, no matter which sorting mode the sorter is in. This is done by enabling a share on the Sort Mate™ where the LIBRARY can upload a file containing ITEM codes to weed out. Once a new file is present in this share, the Sort Mate™ will save the ITEM ID codes read in the file in an internal table.

When an item is scanned, the ITEM ID code will be looked up in this internal table, and if the ITEM ID code is present, the item will be sorted to a predefined special chute for this purpose.

Reports:

- A new web report will be made where the operator can see the total list warehouse ID’s received from the external host and the number of books sorted to these. This report can thus be used to populate the sorting table for Reseller mode, and to verify the number of items sorted to each warehouse.
- A new report will be added where an ISBN number or book barcode can be entered. Any item(s) seen on the sorter will be printed afterwards with scan time, host response and sorting destination.



DESCRIPTION OF THE SORT MATE™ 2000

Lyngsoe's Sort Mate™ is a high-speed sorting system that is the brawn behind the Lyngsoe Systems Automated Material Handling system. This sorter has been specifically designed for libraries and is the ideal solution for sorting a vast array of library materials. Items checked in using a Library Mate™ or Ergo Staff™ are electronically tracked throughout the length of the Sort Mate™ and sent to the proper discharge location.

Sensors located throughout the system assure that your library material is accurately sent to the proper destination. Lyngsoe has optimized the system controls so that items never stop on the sorter while other items are diverting. This allows for continuous flow from the Library Mates™, higher throughputs, and longer life expectancy from your sorter drive components.

The Sort Mates™ low profile and whisper-quiet operation will blend into your circulation room, not clutter it. The sorter features transport belts for item stability and unsurpassed durability. Seated in between the transport belts are electrically actuated pop-up rollers that divert items to sort destinations on either side. Optional discharge configurations can accommodate auto leveling Ergo Trolleys™, Ergo Box™, or inter-library bulk tote containers.



Figure 19-Sort Mate™ internal/external 17-bin configuration



Technical Specifications – Sort Mate™

Sorting capacity:	2,500 material units per hour
Material dimensions:	Max: 400 x 300 x 100 mm (L x W x H) 15.8 x 11.8 x 4 inches (L x W x H) Min: 100 x 100 x 5mm (L x W x H) 2.6 x 2.6 x .1 inches (L x W x H) Max weight: 5 kg Min weight: 30 g
Material types that can be handled in the machine:	Books, CD-ROMs, books with enclosures, talking books, video tapes, cassette tapes. Book-like material units containing cassette tapes / CDs.
Requirements for materials:	The bottom side of the item must be flat.
Floor level:	The floor where the sorting system is installed must not vary more than +/- 5 mm.



Sorter Design

The Sort Mate™ is a linear belt sorter consisting of a straight conveying section, on which each piece of library material is transported. The conveying section consists of 6 parallel belts conveying the material to the correct discharge. The round belts on the sorter provide reliable transport of soft materials such as newspapers, magazines, books without hard cover, etc.

At each sorting system discharge, pop-up transverse rollers (diverters) are mounted which lift electrically when items pass over them. When the item is lifted, the rollers roll right or left, directing the items into the book carts placed on either side of the sorting system.



Figure 20- Sort Mate™ components

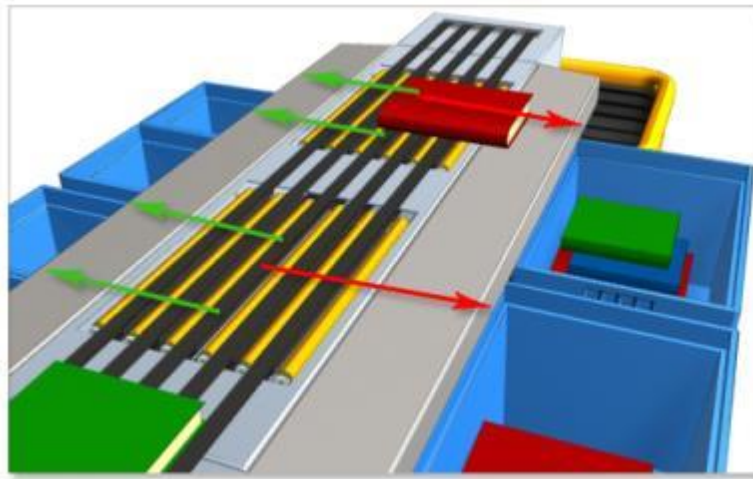


Figure 21- Sorting Principle

Function

The sorting system works as follows:

- The patron inducts one item at a time into the check-in.
- The material ID is read from either the barcode or RFID tag on the item being returned and is checked with the information in the ILS.
- If the material is accepted by the ILS, a “location” or classification for the material is returned to the Library Mate™.
- The material is automatically conveyed into the sorting system towards the correct discharge.
- When the material reaches the correct discharge, it is automatically lifted by the transverse rollers, which then puts it in the correct bin at one of the sorting system sides.
- The patron continues this process until all their items are returned.
- Once complete, a receipt is printed (optional).

Discharge of Reserved Items

Normally the sorting system will include a special destination for reserved or “hold” items. If the library issues all reserved items with reservation tickets, the ticket printing can be linked to the sorting. Once the reserved item has been transferred from the Library Mate™, the sorting system informs the library system and subsequently the reservation ticket is printed. In which case, reservation ticket printing and discharge of the item reserved takes place simultaneously.



Monitoring

Remote supervision of the system via a web-based monitoring service is included. This utility allows the library staff to view the sorting system status from any PC in the library network. The following system information can be accessed via the web-interface:

- Communication failure with the library ILS system
- Library Mate™ is stopped
- Sorting system is stopped
- System sort configuration parameters
- Review error logs
- Change other system parameters

Staff Functions

During the sorting system commissioning, a sorting table is configured determining where items are to be discharged. The sorting system controls can store alternative sorting tables. Training selected staff members during sorting system delivery ensures that afterwards library staff will be able to make the following adjustments on their own:

- Backdating at the Ergo Staff™ Induction
- Edit the sorting table of which locations to be sorted into which discharges
- View returns and sorting statistics from the system
- Choose alternative sorting tables, if an alternative or finer sorting is required
- Set up special chutes
- Change display text on patron screen, or receipts



DISCHARGE TYPE – ERGO TROLLEY™

If your library sorts a large number of items without emptying the book carts, Lyngsoe offers a trolley with extra capacity and a spring-loaded auto-leveling floor. When items are sorted into the trolley, the bottom will lower incrementally. Chute full monitoring can take place by a photocell transmitting a signal to the sorting system control when the book cart is full, and a replacement cart required. The trolley can be placed at either side of the sorting system or at the end of the Sort Mate™.



Figure 22-Ergo Trolley™

Technical Specifications

	Small	Standard	Large
Book cart size:	24 x 21 x 34 inches (L x W x H) 620 x 530 x 863 mm	37 x 21 x 34 inches (L x W x H) 935 x 530 x 863 mm	37 x 28 x 34 inches (L x W x H) 935 x 710 x 863 mm
Book cart weight:	66.1 lbs. (30 kg)	88.2 lbs. (40 kg)	110.2 lbs. (50 kg)
Maximum load:	132 lbs. (60 kg)	265 lbs. (120 kg)	396 lbs. (180 kg)
Ergo Trolley™ capacity of assorted books:	125-150	250-300	350-400
Items convenient for Ergo Trolley™:	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in “soft” covers. Book-like items, e.g. items containing cassette tapes/CDs		



DISCHARGE TYPE – ERGO BOX™ (OPTION)

If your library sorts a large quantity of items without moving the sorting bins, Lyngsoe offers a sorter bin with extra capacity and an electrically actuated lowering/raising base. This solution offers maximum ergonomics when sorting to a large collection bin.

When items are sorted into the sorter bin, the bottom will lower incrementally, assuring gentle handling of all library items. Chute full monitoring is standard and is achieved by a photocell transmitting a signal to the sorting system control. When the Ergo Box™ is full and emptying the sorter, bin is required- the base will be electrically raised to minimize any bending or reaching to grab the sorted items.

The Ergo Box™ can be placed at either side of the sorting system or at the end of the Sort Mate™.



Figure 23- Multiple Ergo Box™ configuration



DISCHARGE TYPE – TOTE CHUTE DISCHARGE (OPTION)

The tote chute is utilized for central sort processing. The Lyngsoe tote chute includes a tote full photoeye, and chute-full light per chute group signaling the chute operator when the tote is full and needs to be replaced. There is also an ‘on/off’ switch that will be used to prevent items from being sorted to a location during full tote replenishment.



Figure 24- Tote shelf destinations

Technical Specifications, Tote Chute

Book tote size	Configurable to existing library totes less than 23.5” wide
Book tote weight empty	5 lbs.
Typical full tote weight	50 lbs.
Typical Tote Capacity of assorted books	25-45
Items convenient for stacking into book carts:	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in “soft” covers. Book-like items, e.g. items containing cassette tapes/CDs



ERGO FEEDER (OPTIONAL)



Figure 25- Ergo Feeder

The Ergo Feeder is an add on attachment to the Ergo Staff™ 1200 which allows for a stack of items to be automatically fed on to the system.

Features:

- Ergonomic interface to stack items and walk away as they are processed.
- Ball bearing wheels roll easily
- Push-button control is mounted conveniently on the handle
- Quick and easy connection or removal from system



COLOR GRAPHICAL SYSTEM DISPLAY (OPTIONAL)

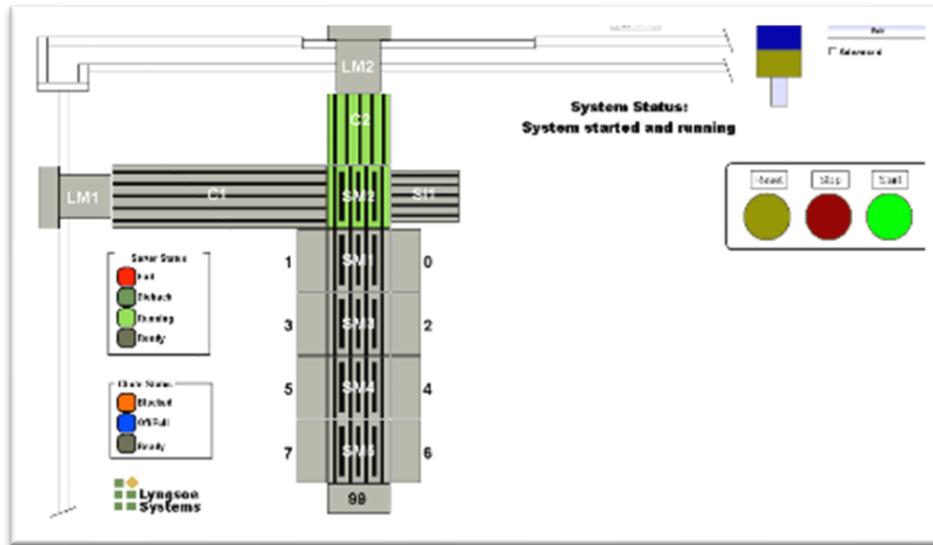


Figure 26- CGS display

For full visibility of your Sort Mate™ sorter, the Color Graphical Display is a 50" monitor mounted anywhere in the library showing the current status of each library component. As chutes fill and empty, as individual sorter modules run, or as Library Mate™ check in items, the color of the object changes color to indicate status.



DRAWINGS

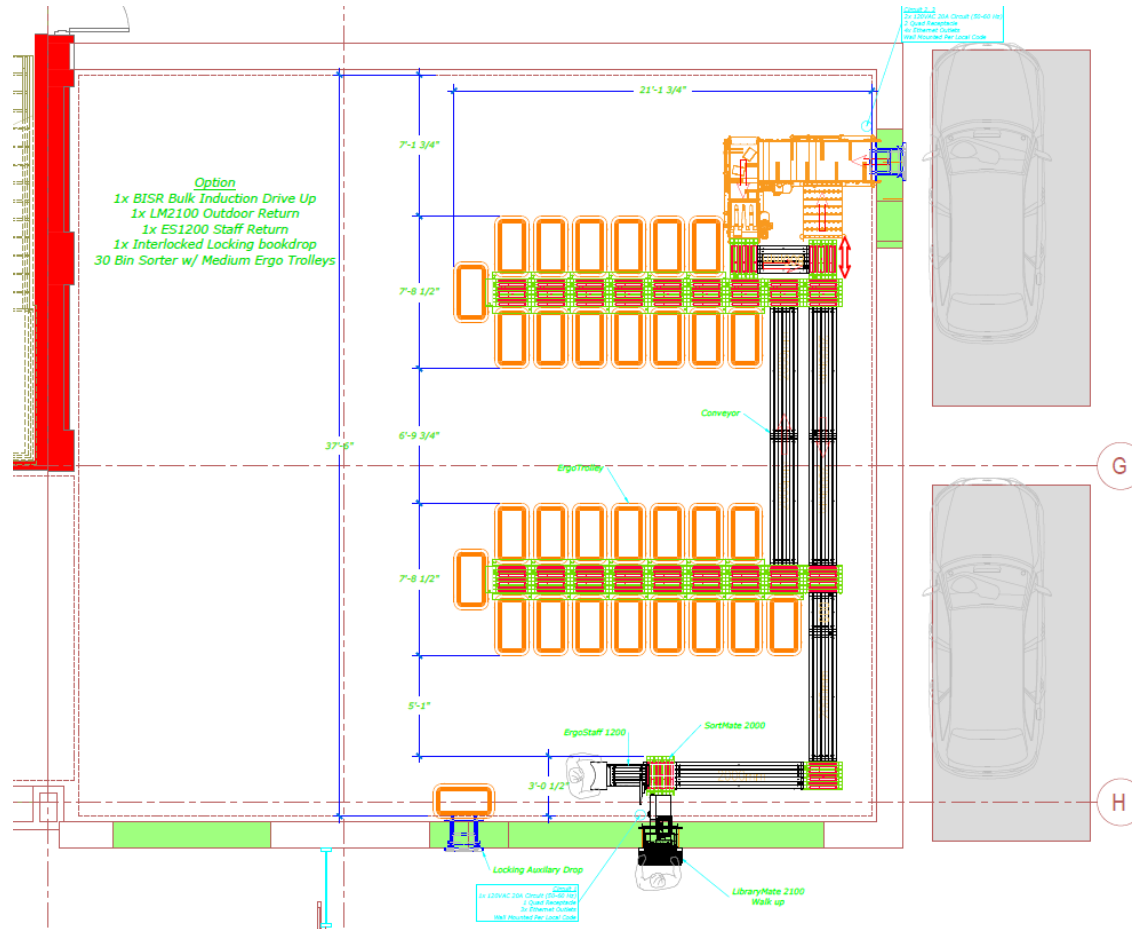


Figure 27- Final Configuration

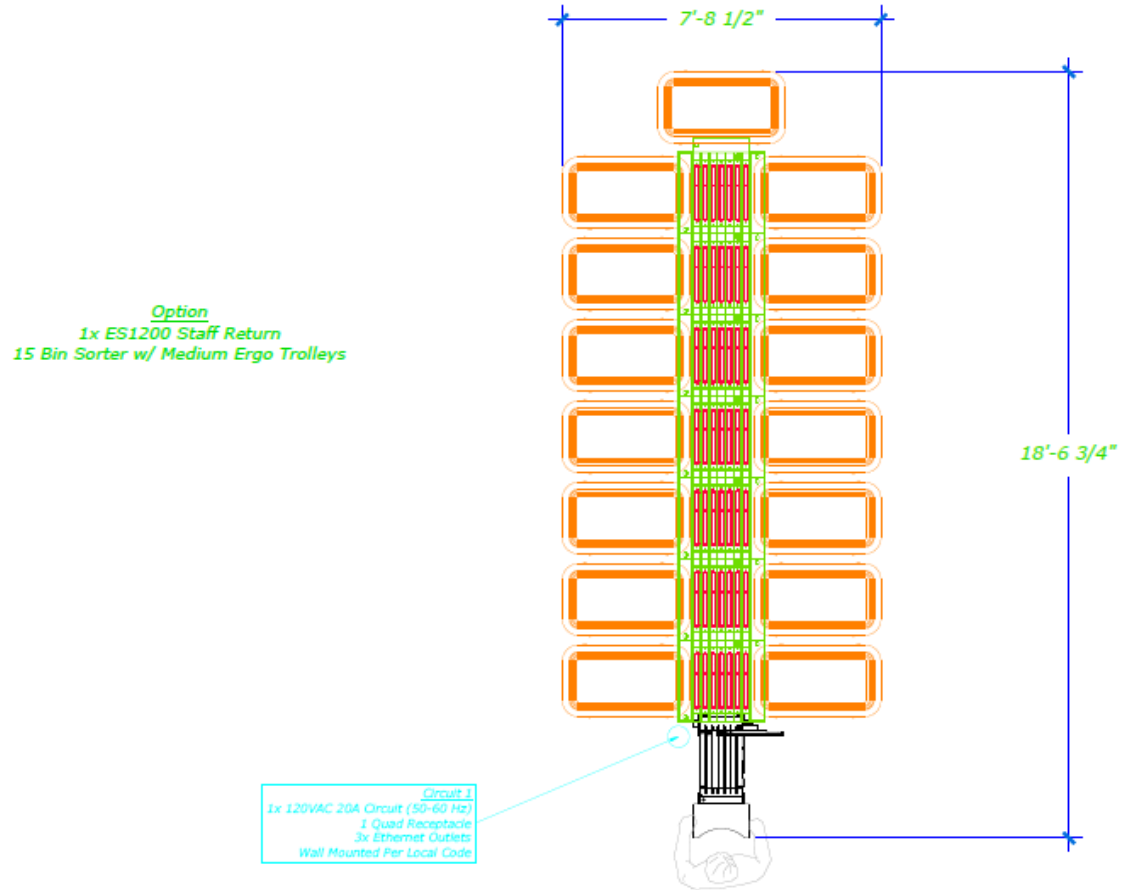



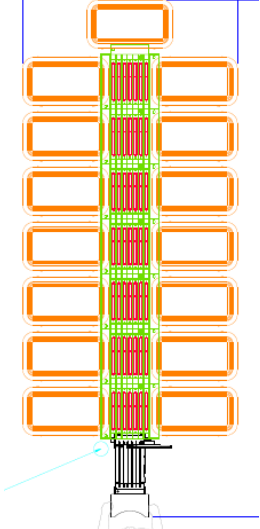
Figure 28- Phase 1 configuration



PRICING


Carmel Clay Public Library Main renovation Pricing		Price
<p>Sortation System –Exterior system- 1 patron induction 1 BISR, 1 staff induction and 31 sort destinations <i>Lyngsoe Dwg: B25877-000-0-0</i></p> <p><u>Sortation System</u></p> <ul style="list-style-type: none"> • Qty (1) Library Mate™ LM2100 Exterior check in station (RFID) with touchscreen interface, patron shelf, and patron receipt printer • Qty (1) BISR Bulk induction with Intelligent Recirculation (RFID) with interface to standard style book return • Standard Style book return • Qty (1) Ergo Staff™ ES1200 Staff induction check in station (RFID Top scan barcode Hybrid) with touchscreen interface, hold slip printing, height adjustable work surface, backdating • Qty (1) Sort Mate™ Sorter <ul style="list-style-type: none"> ▪ (2) Ergo Trolley™ destinations with chute full capability ▪ (1) exceptions destination • Qty (1) Emergency stops • Installation(non-union) • Commissioning • Shipping • Parts Warranty (Standard 12 month) • Hotline (24/7) – (Standard 12 month) • On-Site Spare Parts kit 		
Equipment pricing		\$378,301
<p><u>Sort Bins</u></p> <ul style="list-style-type: none"> • Qty (15) Ergo Trolleys™ with locking wheels 		
Ergo Trolleys™		\$19,125




<p><u>Interlocked Locking Book drop</u></p> <ul style="list-style-type: none"> • Qty (1) locking book drop • Integration to Library Mate™ <ul style="list-style-type: none"> ▪ Automatic unlocking during power outages or system stoppage 		
Locking Book Drop		\$6,800
<p><u>Phase 1 implementation</u></p> <ul style="list-style-type: none"> • Installation of Staff Induction, 15-bin sorter in temporary location • Commissioning • Training • Shipping • Parts Warranty (Standard 12 month) • Hotline (24/7) – (Standard 12 month) • On-Site Spare Parts kit • Decommissioning of system, moving system to final location 		
Phase 1 implementation		\$6,000
Total USD		\$410,226




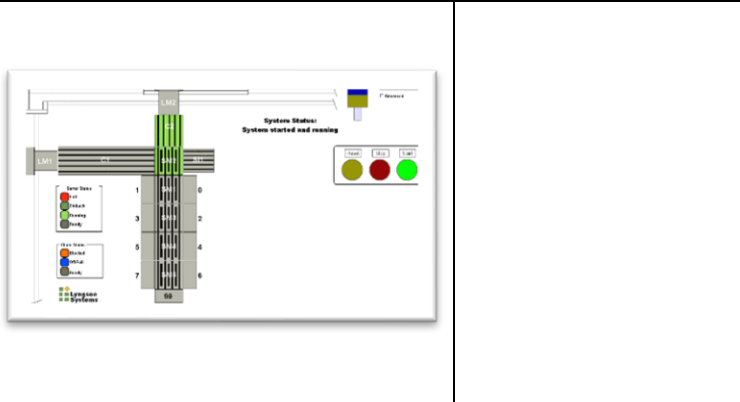
Standard System Options

<p>System accessories</p> <p><u>Ergo Trolley™ STANDARD with Locking Wheels</u></p> <ul style="list-style-type: none">Qty (1) Ergo Trolley™ Auto Level Trolley 36.8: L x 20.9" W x 34" H		
		Option price \$1,275

<p>System accessories</p> <p><u>Tote Shelf</u></p> <ul style="list-style-type: none">Qty (1) Tote shelf		
		Option price \$700

<p>System accessories</p> <p><u>Ergo Box™ Powered destination</u></p> <ul style="list-style-type: none">Qty (1) Ergo Box™ sort destination		
		Option price \$4,253



<p>Library Mate™ 2100 add-on</p> <p><u>RFID door access</u></p> <ul style="list-style-type: none"> • Add Qty (1) RFID reader to be mounted in exterior shelf for secure access to open return door and return materials 	
Option price	\$1,044
<p><u>Interlocked Locking Book drop</u></p> <ul style="list-style-type: none"> • Qty (1) locking book drop • Integration to Library Mate 	
Locking Book Drop	\$6,800
<p>Graphical system display</p> <p><u>System monitor</u></p> <ul style="list-style-type: none"> • Qty (1) 50" flat screen monitor with wall mount (to be positioned within 20 feet of sorter) • Implementation of site-specific graphical system display 	
Option price	\$7,712

NOTE: Price excludes any and all required building modifications which are the responsibility of the Building Owner.

Price excludes any tax, local duties, or bonds unless otherwise specified

Options pricing is only valid if purchased with the main system.



SERVICE

EXTENDED SERVICE PLANS

Recommended Service plan for a system this size would consist of the following:

Hotline-	Access to the Lyngsoe Toll Free Hotline Engineers 24 hours a day, 365 days a year
Preventative Maintenance Visits-	A Lyngsoe Technician will travel to site for two (2) system audits and perform preventative maintenance tasks. This work certifies the availability of parts warranty
Training	During acceptance of the system and during Preventative Maintenance visits, we will train staff assuring proper operation and maintenance procedures
On-Site Spare Parts Kit	Included with your system is a collection of spare parts and tool kit to assure the system can be brought back to operation quickly after a failure
Extended Parts Warranty	Non-Wear Part failures by normal use (vandalism excluded) will be replaced at no cost

Interim Service pricing (**phase 1** 10-bin sorter) (one maintenance visit per year during phase 1)
*starting at small sorter go live

	<u>Hotline</u>
	<u>Preventative Maintenance</u>
	<u>Extended Parts Warranty</u>
Monthly	\$1,100

Service Pricing (completed system)

	<u>Hotline</u>
	<u>Preventative Maintenance</u>
	<u>Extended Parts Warranty</u>
Year 1	included
Year 2	\$16,577
Year 3	\$17,227
Year 4	\$17,911
Year 5	\$18,631



HOTLINE SERVICE

The hotline can be used when assistance from an experienced Lyngsoe Systems engineer is required. If the hotline is contacted, a hotline report of this call is sent to the Customer after the issue is resolved.

Hotline

If a Customer is unable to remedy a problem that renders the system not functional, the Lyngsoe Systems Hotline can be contacted 24 hours a day.

Within 15 minutes of receiving the call, hotline engineers will start troubleshooting the system and supporting the Customer. This will be done by telephone and VPN connection. Establishing a VPN connection to the Customer will be done prior to initial equipment installation but according to Lyngsoe Systems specifications outlined in the project phase.

Hotline is not available on 24th, 25th and 31st December and 1st January unless other arrangements are made.

Part-to-Site

In the case where a system part, which is not in the spare parts kit, is needed and the customer is covered by Lyngsoe Systems extended parts warranty the process is outlined below.

In the case where a part is needed, and the customer does not have extended part warranty Lyngsoe Systems will need a purchase order to proceed with issuing the part.

Man-On-Site (MOS)

In the case where problems cannot be solved remotely Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below.

If the Customer, for other reasons, requests a technician to come on site, Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below. The Customer must supply a purchase order when ordering Man-On-Site and costs are invoiced according to the rates in Appendix 1.

For a Man-On-Site visit the system must be made fully available for the technician.

Dispatching a Technician

If a Man-On-Site is required and the decision to do this is made within Lyngsoe Systems normal opening hours (8.00am - 4.30pm Monday through Friday EST), the technician will commence their journey immediately. Outside of normal opening hours a technician will commence their journey before 12 noon the following weekday.



MAINTENANCE

Planned service visits to the Site(s) are part of good preventive maintenance practice.

Service Visits

Service visits are carried out by Lyngsoe Systems technicians and include the following main points:

- Inspection and health check
- Adjustment of parts
- Replacement of wearing parts
- System optimization
- Check of controls system
- Review of the spare parts inventory

The number of agreed annual service visits and the number of hours per visit are itemized in the price sheet. The date of visits and time of arrival on site will be agreed upon individually with the Customer.

The Customer is requested to make 1 member of staff available during the entire service visit for knowledge transfer and education. In order for us to carry out the most effective service visits, we require that the Customer maintain spare parts on site.

If the service visit is extended, this will be invoiced separately.

All service visits are concluded with a service visit report sent to the Customer. The Customer should provide an email address for this to be sent to.

Spare Parts Service

To ensure maximum uptime on the system it is important that spare parts are available on site.

Spare Parts Stock

A spare parts stock is insurance and will include parts that are critical to the operation of the system. Lyngsoe Systems recommends that the Customer invest in a spare parts starter kit for each product they purchase. While we have a typical standard package the contents of the starter kit can also be tailored to the Customer and the Customer budget. Contents of a standard spare parts starter kit are itemized in Appendix 2.

Consumption of spare parts is not included in this agreement and will be invoiced separately.

EXTENDED PARTS WARRANTY

Lyngsoe Systems will provide the annual price for extending the initial parts warranty covered in the original Lyngsoe Systems Terms and Conditions.



If at any time during the initial or extended warranty period, a part should fail under the conditions of the original Lyngsoe Systems Terms and Conditions and it is not part of the supplied spare parts package Lyngsoe Systems will ship a part to site as soon as possible. This will be done on mutual agreement that the failed part will be shipped back to Lyngsoe Systems as soon as the new one is installed with a completed Returned Goods Form (Appendix 3). Failure to ship back the failed part will result in Lyngsoe Systems invoicing the customer for the new part.

Exception to this will be when Lyngsoe Systems requests that the failed part not be shipped back. No charges will be incurred by the Customer under this scenario.

Repair Service

Lyngsoe Systems may coordinate the repair of defective parts and components.

The Customer must send defective parts to Lyngsoe Systems with a completed Returned Goods Form (Appendix 3) and the repair work will start when Lyngsoe Systems receives the returned goods. While the duration of the repair work will vary, but we aim to ship repaired goods to the Customer within 30 days of receiving them with standard shipping.

TRAINING

Lyngsoe Systems offers packages will ensure all Customer operators and maintenance personnel have the skills needed to efficiently keep the system in running order. Lyngsoe Systems recommends that maintenance and operators training is scheduled each year to help with any ongoing questions the customer has.



RATES & EXPENSES

Service Hourly Rates

Valid from January 1, 2020 to December 31, 2020

Hourly Rates (USD)	Normal Hours	Overtime Hours	Travel Hours	Holiday Hours
Service Engineer	165.00	247.50	165.00	330.00
Software Engineer	171.00	256.50	171.00	342.00

Normal Hours / Overtime

Normal hours are from 08.00 am to 4.30 pm Local Time

Overtime is after 4.30 pm on weekdays, Saturdays/Sundays and holidays according to USA calendar.

Travel Expenses

Car expenses are charged according to invoice

Other expenses are charged according to invoice

Hotel and Meal Allowances

Hotel expenses are charged according to invoice

Allowances are charged according to current per diem rates

Subsistence allowances are charged where work including transportation time is terminated after 6 hours is charged at 45% of the tariff in force.

NOTE:

- All prices exclusive of hotel and subsistence allowances.
- All prices exclude transport costs and travel time.



PAYMENT TERMS

Phase 1			
\$23,570.40		Payment 1	contract signature
\$58,926.00		Payment 2	phase 1 small sorter shipped
\$35,355.60		Payment 3	phase 1 small sorter go live
Phase 2			
\$58,474.80		Payment 4	main sorter schedule approval
\$146,187.00		Payment 5	main sorter shipped
\$87,712.20		Payment 6	main sorter go live
\$410,226.00			

net 30 days

Late payments subject to 1-½% interest charges per month.

This proposal is based on Lyngsoe Systems' standard terms and conditions.

Sales tax, or other state and local taxes have not been included unless specifically stated.

PRELIMINARY PROJECT SCHEDULE

This project schedule represents a framework schedule for each site.

Phase 1

Contract Signature/Letter of Authorization	: Receipt of Contract Signature
Drawings Approved	: 1 week at contract signature (CS)
Shipment	: 14 weeks (CS)
Start Installation	: 18 weeks (CS)
Installation Completed	: 19 weeks (CS)
Acceptance (Start of Interim Warranty)	: 19 weeks (CS)

Phase 2

Phase 2 start	: main sorter schedule approval (SA)
Drawings Approved	: 1 week at schedule approval (SA)
Shipment	: 14 weeks SA
Start Installation	: 19 weeks SA



Complete new equipment install	: 21 weeks SA
Decommission Phase 1 sorter	: 22 weeks SA
Move Phase 1 sorter, installation completed	: 22 weeks SA
Final Acceptance (Start of Warranty)	: 23 weeks SA

This Proposal Is Valid For 6 Months



CONTRACT APPROVAL

Proposal Number: 185.425.002

Proposal Date: June 1, 2020

This Proposal Remains Valid Through: December 31, 2020

This Sales Agreement, hereinafter called "Agreement", made by and between the Carmel Clay Public Library System, hereinafter called "Buyer", and Lyngsoe Systems Inc. with its principal place of business located at 7450 New Technology Way, Frederick MD 21703 called "Seller", constitutes agreement of the parties as follows:

CONTRACT DOCUMENTS

In addition to the attached Terms and Conditions of Sale, the following documents (collectively "Contract Documents") are also part of the Agreement and are hereby incorporated into the Agreement. Should the additional Contract Documents or different or additional terms and conditions contain any term or condition inconsistent with the Terms and Conditions of Sale, the Terms and Conditions of Sale shall govern. The additional Contract Documents, copies of which are appended hereto, are as follows:

Seller's Proposal 185.425.002 dated June 1, 2020 including Seller's Drawings as listed in Seller's Proposal 185.425.002 dated June 1, 2020 ("Proposal").

Summary of Scope to be purchased

Sorter Option# _____	Price _____
Option _____	Price _____
Option _____	Price _____
	TOTAL _____

Tax Exemption Status _____ Non-exempt

Exempt ID# _____

AUTHORIZED FOR BUYER BY:

Buyer _____

Signature _____

Name _____

Title _____

Date _____

AUTHORIZED FOR SELLER BY:

Seller Lyngsoe Systems Inc.

Signature _____

Name Cory McCoy

Title President

Date _____



OWNER'S RESPONSIBILITIES

- a) Provide any necessary permits and/or licenses.
- b) Provide power to a location near the sorter and coordinated points near the conveyor route (within 10 feet) 120V single phase.
- c) Provide 2 network drops per Library Mate™ or Ergo Staff™ and one for each sorter for communication and support.
- d) Provide one SIP license for each check-in station.
- e) Allow for site to site VPN (IPSEC) for commissioning and ongoing hotline support. Additional details contained in LS Remote Customer Support document
- f) Provide a clear path for access to and from the installation site for personnel and equipment.
- g) Provide secure, dry, convenient storage for equipment, tools and materials used on site.
- h) Provide adequate working space for the installation crew.
- i) Provide lighting for installation at the location where the work is to be performed.
- j) Provide parking and restroom facilities.
- k) If special lift equipment is required, Lyngsoe Systems must have access to a ramp door.
- l) On site security.
- m) Areas of installation to be broom swept by other contractors prior to the start of Lyngsoe Systems installation.
- n) Provide no later than the scheduled start of installation date, the installation site free and clear and ready for Lyngsoe Systems to begin installation. Lyngsoe Systems acknowledges that some degree of facility construction may be underway during installation. The Purchaser acknowledges its responsibility to minimize possible resulting disruptions to Lyngsoe Systems' installation process.
- o) Provide no later than start of installation date, all civil work and necessary removal or modifications of existing equipment or buildings. For instance, the building modifications required for the installation of the Library Mates™ in exterior or interior walls, and penetration points through walls required by the conveyor run. Architectural finishing of penetration points after installation of Library Mates™ if required.



WARRANTY

Seller warrants that (a) the Equipment shall be free from all liens, charges or encumbrances, except any lien of the Seller in respect of any unpaid portion of the Purchase Price; (b) the Equipment shall be free from defects in material and workmanship and shall conform to the provisions and specifications of the Agreement; and (c) the Equipment shall be new and of a quality consistent with the Seller's usual and normal production. Seller shall, at its option, repair or replace (replacement parts to be shipped F.O.B. Seller's factory) any defective Equipment or component thereof, provided, however, that Seller is given written notice of any defect during the warranty period. Unless otherwise stated in the Proposal, the warranty period shall commence on the date on which Seller tenders the Equipment to Buyer for commercial use and shall terminate one year thereafter. Buyer shall give Seller prompt written notice of any claim under the foregoing Warranty and permit Seller to inspect the Equipment to verify the defect or nonconformity. Failure of Buyer to give Seller such notice and opportunity to inspect shall relieve Seller of all obligations with respect to such claims. Buyer's remedies and Seller's obligations in connection with any claim made under this warranty shall be limited to repair or, at Seller's option, replacement of the Equipment or part thereof which is found to be defective. Labor performed at the Worksite regarding warranty claims is not included in this warranty. Buyer shall be responsible for the normal maintenance and repair of the Equipment and shall perform the same in accordance with generally accepted maintenance procedures or such other procedures as are set forth in maintenance and repair manuals provided by Seller to Buyer. Seller shall not be responsible for and shall not be obligated to pay or to reimburse Buyer for (a) any Equipment or repairs performed on the Equipment by third parties except for mutually agreed subcontractors; (b) any materials furnished by third parties for use in connection with the Equipment if the same was undertaken or furnished without mutual prior written consent; or (c) any loss or damage arising from improper operation, maintenance of the Equipment or ordinary wear and tear. This warranty does not apply to any Equipment components or software not manufactured by Seller, and Buyer's sole warranty with respect to such items shall be that of the manufacturer.

The foregoing warranties shall be Buyer's sole and exclusive remedy.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE WORK SOLD BY SELLER, AND SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER PERTAINING TO THE SYSTEM. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER.

Further Service Agreements can be supplied and quoted upon request. System issues deemed not mechanical or software related (i.e.: vandalism, damage due to neglect, or unauthorized modifications) will be subject to a service charge TBD.



TERMS AND CONDITIONS OF SALE

APPLICATION

1. These General Terms and Conditions of Sale ("GTCS") apply to all contracts of sale of LYNGSOE products and/or LYNGSOE software - collectively referred to as "Goods" hereafter, between Lyngsoe Systems A/S (*together with its affiliates, successors and assigns "LYNGSOE"*) and the customer ("Customer"). LYNGSOE and Customer are sometimes referred to herein individually as a "Party" and together the "Parties".
2. If the Goods also solely or as a combination include the sale of LYNGSOE Software, the terms of the LYNGSOE End User License set forth in Appendix 1 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE End User License and the GTCS, the terms of the LYNGSOE End User License shall prevail for the purpose of the LYNGSOE Software only. If the Goods are "made to order" or similarly engineered and manufactured specifically for the Customer "Engineered Goods", the terms of the LYNGSOE Terms for Engineered Goods set forth in Appendix 2 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE Terms for Engineered Goods and the GTCS, the terms of the LYNGSOE Terms for Engineered Goods shall prevail for the purpose of the Engineered Goods only.
3. No departure from these GTCS shall be binding unless agreed in writing between LYNGSOE and the Customer.
4. LYNGSOE shall be entitled to alter these GTCS upon 14 calendar days' written notice effective for all orders that LYNGSOE receives after the expiration of the notice period. However, LYNGSOE may alter agreed payment terms and credit limits at any time and for any reason without notice.
5. Any terms and conditions contained in or delivered with the Customer's order or other document shall not be binding, and the Customer waives any right, which it otherwise might have to rely on such terms and conditions.

QUOTATIONS, ORDERS AND ORDER ACKNOWLEDGEMENTS

6. Only a quotation in writing by email from LYNGSOE ("Quotation") is binding on LYNGSOE. Quotations are open for acceptance in writing by email to LYNGSOE by the Customer for 15 business days from the date of the Quotation unless otherwise stated in the Quotation.
7. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer shall bind LYNGSOE, provided the order(s) or acceptance(s) of Quotation(s) was/were placed in writing by email to LYNGSOE or, in case of acceptance(s) of Quotation(s), by return-mail, and provided the order(s) or acceptance(s) of Quotation(s) was/were confirmed in writing by LYNGSOE within 15 business days from the date of receipt by LYNGSOE of the order(s) or acceptance(s) of Quotation(s) ("Order Acknowledgement").
8. If the terms and conditions related to delivery time, quantity, price, payment terms, delivery clause, delivery by instalments or other matters stated in LYNGSOE's Order Acknowledgement vary from the Customer's order(s) or acceptance(s) of Quotation(s) and the Customer wants to reject these variations, the Customer must notify LYNGSOE to that effect within 5 business days of the date of receipt of the Order Acknowledgement, failing which the Customer shall be deemed to have accepted the terms and conditions set out in the Order Acknowledgement, which shall constitute a binding commitment between the Parties.

DELIVERY. TRANSFER OF RISKS

9. LYNGSOE retains title to the Goods until the purchase price has been paid in full.
10. Absent any delivery clause in the Order Acknowledgement to the contrary, delivery shall be deemed to have occurred ex works LYNGSOE, Frederick MD. The Customer shall be ready for and accept delivery at the delivery date stated in the Order Acknowledgement or other communication from LYNGSOE, failing which delivery is deemed to have occurred at the delivery date, stated in the Order Acknowledgement or other communication. Notwithstanding any agreed delivery clause, LYNGSOE shall be free to select the carrier and mode of transportation.
11. If the Goods are transported from LYNGSOE's warehouse by or on behalf of LYNGSOE, the Customer must, when the Goods arrive at the destination, in order to get the Goods released by the carrier sign the accompanying delivery note. If any Goods are visibly damaged, the Customer must give details thereof on the delivery note and must file a claim with the carrier and with LYNGSOE in writing via email to LYNGSOE within 24 hours, failing which the Customer shall be deemed to have waived any rights which the Customer might have in respect of the damaged Goods.
12. The Customer must thoroughly examine all Goods immediately upon delivery for the purpose of ascertaining whether the Goods are defect or inconsistent with the data in the Order Acknowledgement (the "Examination"). The Customer shall be deemed to have accepted the Goods in respect of inconsistency with the data in the Order Acknowledgement, which the Customer discovered or ought to have discovered during the Examination, if the Customer has not notified LYNGSOE to the contrary in writing via email within 5 business days after the delivery time as stated in the Order Acknowledgement.
13. Except where otherwise specified, Quotations and/or Order Confirmations do not include delivery of installation materials or mechanical and electrical assembly or commissioning of the Goods ("Installation Services"). In the event that the Customer requests Installation Services to be carried out by the LYNGSOE Service Department, such Installation Services will be invoiced at the then-current rates for same. In the performance of the Installation Services, LYNGSOE shall only be liable for damages that occur as a result of gross negligence or wilful misconduct on the part of LYNGSOE.

DELIVERY DELAY

14. Should LYNGSOE not be able to deliver by the delivery time as stated in the Order Acknowledgement or other communication from LYNGSOE, LYNGSOE shall as soon as possible notify the Customer to that effect and at the same time state when delivery is expected to take place. If delivery is expected to take place more than, or has not taken place within, 14 business days after the delivery time as stated in the Order Acknowledgement, and the delay is caused by circumstances for which LYNGSOE is responsible, the Customer shall be entitled to reject the Goods by notifying LYNGSOE to that effect within 3 business days after receipt of LYNGSOE's notification or the expiration of the 14 business days, whichever comes first, failing which notification by the Customer, the Customer shall be deemed to have waived the right to reject the Goods. *Except as stated in this*



Clause 14, the Customer is not entitled to raise any other claims in the event of delayed delivery, whether claims for damages based on negligent acts/omissions or otherwise.

WARRANTY. PRODUCT LIABILITY

15. Subject to the conditions of Clauses 16-21, LYNGSOE warrants that finished Goods will be free from defects in materials and workmanship under normal use of the Goods in the industry for a period of 12 months from the delivery time as stated in the Order Acknowledgement and that spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery time as stated in the Order Acknowledgement.
16. Any warranty claim by Customer based on any defect in finished Goods or spare parts, which defect the Customer discovered or ought to have discovered during the Examination, shall be notified in writing via email to within 10 business days after the delivery time as stated in the Order Acknowledgement or, where the defect could not reasonably have been discovered during the Examination, within 7 business days after manifestation of the defect, failing which Customer shall be deemed to have accepted the finished Goods or spare parts as non-defective. Warranty claims notified by Customer to LYNGSOE after the expiration of the warranty term stated in Clause 15 are not accepted.
17. Where any valid warranty claim is notified to LYNGSOE in accordance with the terms of Clause 16 and approved by LYNGSOE in writing (which approval shall not be unreasonably withheld), LYNGSOE shall fulfil its warranty obligations as follows: (i) If Customer can be reasonably expected to be able to repair the defect, if necessary with support from the technical support of LYNGSOE's Service Department, LYNGSOE may fulfil its warranty obligations by sending the necessary replacement parts to Customer free of charge; (ii) If Customer cannot be reasonably expected to be able to repair the defect, LYNGSOE shall repair or replace the defective finished Goods or spare parts, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts; replacement Goods or spare parts will be new, equivalent to new or re-conditioned; or (iii) If none of the foregoing remedies are commercially viable in LYNGSOE's sole judgment, LYNGSOE may opt instead to refund to Customer the net purchase price paid by Customer for the defective finished Goods or spare parts less reasonable depreciation of the value due to use or age, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts. The Customer shall, within 10 business days of the defective finished Goods or spare part being replaced, enquire at LYNGSOE's Technical Support and Service department, if the Customer shall return to LYNGSOE replaced defective finished Goods or spare parts or destroy same and may not return such finished Goods or spare parts to LYNGSOE, unless LYNGSOE's Technical Support and Service department has authorized the return in writing. LYNGSOE shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in LYNGSOE's reasonable judgment and Customer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing.
18. The warranties contained herein shall not extend to any finished Goods or spare parts from which any serial number has been removed or which have been damaged or rendered defective (a) as a result of wilful or accidental damage, negligence, misuse or abuse; (b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes; (c) by operation outside the specifications contained in the user documentation; (d) by the use of spare parts not manufactured or sold by LYNGSOE or by the connection or integration of other equipment or software not approved by LYNGSOE; (e) by modification, repair or service by anyone other than LYNGSOE, who has not applied for and been approved by LYNGSOE to do such modification, repair or service; (f) due to procedures, deviating from procedures specified by LYNGSOE; or (g) due to failure to store, install, test, commission, maintain, operate or use finished Goods and spare parts in a safe and reasonable manner and in accordance with LYNGSOE's instructions.
19. None of the warranties contained herein shall apply, unless the total purchase price for the defective finished Goods or spare parts has been paid by the due date for payment.
20. Customer shall have no other remedies in connection with defective finished Goods or spare parts than the rights granted pursuant to Clauses 16-19. Except as set forth in the express warranties contained herein, LYNGSOE makes no conditions, warranties, representations, express or implied, in fact or in law, including, but not limited to, any warranties of satisfactory quality, merchantability or fitness for a particular purpose or any warranties arising out of usage or trade, all of which are expressly excluded to the fullest extent permissible by applicable law.
21. The warranties contained herein apply only to the original purchaser and are not assignable or transferable to any subsequent purchaser or end-user.
22. *To the extent not contrary to applicable mandatory legislation, LYNGSOE shall only be liable for damage to property and for personal injuries caused as a consequence of defects in the finished Goods or spare parts delivered (product liability) to the extent that it is documented that such defect arose due to LYNGSOE's default or negligent errors or omissions.*

RETURN OF GOODS. CANCELLATION OF ORDERS

23. Goods may not be returned to LYNGSOE, unless LYNGSOE has authorized the return in writing. Where LYNGSOE has authorized the return of Goods, the Customer shall follow the guidelines for returns issued by LYNGSOE from time to time.
24. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer are binding on the Customer and cannot be cancelled by the Customer unless LYNGSOE agrees. LYNGSOE therefore retains the right to charge the Customer in full for any and all order(s) placed and for any and all acceptance(s) of Quotation(s).

PRICE

25. Unless otherwise stated in LYNGSOE's Order Acknowledgement, all purchase prices exclude any sales, use, excise, value added or other taxes or duties imposed by any governmental authority. The rate of any taxes or duties will be that applying at the time of invoicing.



PAYMENT. PAYMENT DELAY

26. The purchase price as specified in LYNGSOE's Order Acknowledgement is payable according to the payment terms specified in the Order Acknowledgement. In the absence of payment terms in the Order Acknowledgement, delivery will only take place against simultaneous cash payment of the purchase price.
27. In the event that the Customer should remain in arrears with payments to LYNGSOE for any reason for 10 business days or more, LYNGSOE shall be entitled to:
- Terminate the Order Acknowledgement and/or any other contracts of sale and demand immediate return of all unpaid Goods, delivered to the Customer, at the Customer's expense;
 - Suspend delivery of the Order Acknowledgement and/or any other contracts of sale for future delivery;
 - Keep any Customer property in LYNGSOE's possession as a lien;
 - Claim interest at the rate of 2 % per month or any part thereof, as from the due date and until payment is made;
 - Sell the Goods to a third party and claim from the Customer damages for any loss suffered.
- At the request of Customer, LYNGSOE shall in writing inform the Customer of its decision to assert any of the above rights but shall not be required to give any notice.
28. LYNGSOE may use all monies received from the Customer towards payment of any part of any debt owing by the Customer at LYNGSOE's sole discretion irrespective of any instructions to the contrary by the Customer.

INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

29. To the best of LYNGSOE's knowledge, Goods delivered by LYNGSOE to the Customer do not infringe any third-party intellectual property rights. However, LYNGSOE does not make any warranty to that effect. Moreover, LYNGSOE shall have no liability for any claim of infringement which is based on the use of the Goods other than as authorized by LYNGSOE and in a manner for which they were designed. In the event that Goods or any part(s) thereof are held by a court of competent jurisdiction, not subject to appeal, to infringe a third party's intellectual property right, proprietary right or contractual right, LYNGSOE shall in its sole discretion (a) procure for the Customer and the Customers' customers the right to continue to use the Goods; (b) replace the Goods with non-infringing Goods, subject to the Customer assigning all property rights to such Goods to LYNGSOE; (c) modify the Goods, or, where modification does not require any special knowledge, provide the Customer with parts enabling him to modify the Goods at his own expense, to avoid infringement; or (d) recall the Goods. If LYNGSOE decides to recall the Goods, LYNGSOE shall, if the Goods were delivered to the Customer within the immediately preceding two year period, refund the purchase price for the Goods to the Customer less a reasonable depreciation due to age, use, and condition, subject to the Customer assigning all property rights to such Goods to LYNGSOE. If the Goods were delivered to the Customer before the immediately preceding two year period, LYNGSOE shall not be obligated to make any refund.
30. The above constitutes LYNGSOE's maximum liability in respect of Clause 29 herein, and the Customer shall limit his liability towards his customers accordingly.

LIMITATION OF LIABILITY

31. In no event shall LYNGSOE be liable in tort, contract or otherwise (including negligence) to compensate the Customer for any business interruption, loss of (anticipated) profits, revenue, business, contracts or (anticipated) savings, costs of procurement of substitute Goods or services or any other special, indirect or consequential loss or any punitive damages.
32. LYNGSOE's total liability under any cause of action shall not exceed the amounts received by LYNGSOE from the Customer pursuant to the Order Acknowledgement giving rise to the liability. However, in regard specifically to LYNGSOE's total liability for damages caused by defects in the Goods delivered (Product Liability), such liability shall in no event - regardless of whether such damages are arising in contract, tort, negligence or otherwise - exceed DKK 2 million per damage/DKK 20 million per year.
33. *In the event that LYNGSOE incurs liability towards a third party with respect to Goods delivered or services provided to the Customer, including in respect of product liability and intellectual property rights infringement, the Customer is obliged to indemnify LYNGSOE to the extent that LYNGSOE's liability is limited under the provisions stipulated above.*

GENERAL

34. *The GTCS and all contracts of sale of Goods, including but not limited to, any and all Order Acknowledgement, between LYNGSOE and the Customer shall be exclusively governed by and construed in accordance with the laws of the Maryland. The Parties submit to the exclusive jurisdiction of Maryland courts. If a third-party files a claim against one of the Parties for damages on product liability or intellectual property rights infringements, this Party shall immediately inform the other Party thereof. The Parties are mutually obliged to let themselves be summoned to appear before a court of justice / arbitration that hears such claim for damages. The mutual relationship between LYNGSOE and the Customer shall however be resolved in accordance with the provisions of this Clause.*
35. The invalidity, unenforceability or illegality of any term, condition or stipulation in the GTCS shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of the GTCS.
36. Except as provided herein, any required or permitted notices hereunder must be given in writing at the registered address of each Party, or to such other address as either Party may notify to the other Party by written notice in the manner contemplated herein, by one of the following methods: electronic mail, hand delivery, registered mail, or facsimile.
37. Non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, lock-out, fire, severe weather, flood, earthquake, terrorism, war, acts of God, governmental acts, failure of suppliers or carriers for any reason or any other reasons beyond the reasonable control of the non-performing party.



WEEE

38. With reference to Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) and any applicable amendments thereto or substitutions thereof, all Customers who purchase electrical and electronic equipment from LYNGSOE for distribution within the European Union are responsible for providing means of waste disposal and scrapping of such equipment in accordance with applicable national law.

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APPENDIX 1

LYNGSOE END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") constitutes a valid and binding agreement between Lyngsoe Systems A/S, (together with its affiliates, successors and assigns "LYNGSOE") and you ("you," or "your") for the use of the LYNGSOE Software, as the term is defined below. You must enter into this agreement in order to install and use LYNGSOE Software.

BY INSTALLING AND USING THE LYNGSOE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LYNGSOE SOFTWARE

1. LICENSE GRANT

Subject to the terms of this Agreement, LYNGSOE hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the LYNGSOE Software, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "LYNGSOE Software"), onto a network server or computer workstation for your sole use to install, interact with and utilize the LYNGSOE Software, including the content and features contained therein. This license may not be shared, transferred to or used concurrently on different servers or workstations. You may make a single back-up copy of the software for archival purposes.

2. LICENSE RESTRICTIONS

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the LYNGSOE Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the LYNGSOE Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the LYNGSOE Software, including, without limitation, through sublicense, to any other entity without the prior written consent of LYNGSOE; (iv) use the LYNGSOE Software in any way that would violate any applicable law, regulation or ordinance; Furthermore, you may not use the LYNGSOE Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the LYNGSOE Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

(b) The LYNGSOE Software contains confidential and trade secret information owned or licensed by LYNGSOE, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The LYNGSOE Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third-party software or services is subject to the terms and conditions of the applicable third-party license agreements, and you agree to look solely to the applicable third party and not to LYNGSOE to enforce any of your rights. All modifications or enhancements to the LYNGSOE Software remain the sole property of LYNGSOE. LYNGSOE reserves the right to add additional features or functions to the LYNGSOE Software. When installed on your computer, the LYNGSOE Software periodically communicates with LYNGSOE servers. You acknowledge and agree that LYNGSOE has no obligation to make available to you any subsequent versions of its software applications.

3. PERMISSIONS TO UTILIZE

In order to receive the benefits provided by the LYNGSOE Software, you hereby grant permission for the LYNGSOE Software to utilize the processor and bandwidth of your computer Goods. You understand that the LYNGSOE Software will protect the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.

4. PROPRIETARY RIGHTS

The LYNGSOE Software contains proprietary and confidential information of LYNGSOE, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the LYNGSOE Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of LYNGSOE and its suppliers, and except for the limited license granted to you, LYNGSOE reserves all right, title and interest in and to the LYNGSOE Software. You shall not take any action to jeopardize, limit or interfere with LYNGSOE's ownership of and rights with respect to the LYNGSOE Software. You acknowledge that any unauthorized copying or unauthorized use of the LYNGSOE Software is a violation of this Agreement and copyright laws and is strictly prohibited.



5. TERMS AND TERMINATION

(a) This Agreement will be effective as of the date you accept this Agreement, thereby expressly agreeing to the terms and conditions set forth herein and will remain effective until terminated by either party as set forth below.

(b) You may terminate this Agreement at any time provided you cease all use of the LYNGSOE Software AND destroy or remove from all hard drives, networks, and other storage media all copies of the LYNGSOE Software in your possession. LYNGSOE may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the LYNGSOE Software.

(c) Upon termination of this Agreement for any reason (i) all licenses and rights to use the LYNGSOE Software shall terminate and you must remove the LYNGSOE Software from your computer equipment and dispose of all originals and copies of the LYNGSOE Software in your possession, and (ii) Sections 2, 4, 5(b), and 6 through 11 shall survive such termination.

6. YOUR REPRESENTATIONS AND WARRANTIES

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the LYNGSOE Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the LYNGSOE Software to defeat or overcome any encryption and/or other technical protection methods implemented by LYNGSOE with respect to the LYNGSOE Software and/or data transmitted, processed or stored by LYNGSOE or other users of the LYNGSOE Software, (iv) you will not take any steps to interfere with or in any manner compromise any of LYNGSOE security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by LYNGSOE, and (vi) you will only use the LYNGSOE Software on computer equipment on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the LYNGSOE Software, except to remove the LYNGSOE Software from computer equipment of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the LYNGSOE Software. LYNGSOE reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) If LYNGSOE has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, LYNGSOE may terminate this license, deny any or all use of the LYNGSOE Software, and pursue any appropriate legal remedies.

7. INDEMNITY

You agree to indemnify, hold harmless and defend LYNGSOE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by LYNGSOE arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the LYNGSOE Software.

8. DISCLAIMER OF WARRANTIES

(a) THE LYNGSOE SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY LYNGSOE, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LYNGSOE SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. LYNGSOE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE LYNGSOE SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES LYNGSOE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LYNGSOE SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 8, some of these exclusions may not apply to you.

9. LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL LYNGSOE, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE LYNGSOE SOFTWARE, EVEN IF LYNGSOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Support for the LYNGSOE Software is not always provided directly by LYNGSOE. Please refer to Manufacturer's or Reseller's documentation to understand your rights, if any, to technical or product support to the LYNGSOE Software.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 9, some of these exclusions may not apply to you.



10. ELECTRONIC SIGNATURES AND AGREEMENTS

You acknowledge and agree that by clicking on the button labelled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by LYNGSOE to download the LYNGSOE Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE LYNGSOE SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

11. General Provisions

LYNGSOE reserves all rights not expressly granted herein. LYNGSOE may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at www.LYNGSOE.com. Your continued use of the LYNGSOE Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and LYNGSOE. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of LYNGSOE at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with the Maryland laws without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of Maryland and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the LYNGSOE Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. LYNGSOE may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE LYNGSOE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LYNGSOE THE RIGHTS SET FORTH HEREIN.

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APPENDIX 2

LYNGSOE TERMS FOR ENGINEERED GOODS

In the event that the Goods referred to in the GTCS are "made to order" ("Engineered Goods"), the following conditions shall apply in addition to the applicable terms of the GTCS and any written agreement between the parties regarding such Engineered Goods.

1. Tools

1. Any auxiliary models, tools, models, molds etc. (hereinafter referred to as "Tools") produced or manufactures by LYNGSOE whilst completing the contractually agreed work do not constitute an integral part of the work performance of developing and/or manufacturing the Engineered Goods and will remain the property of LYNGSOE. LYNGSOE will store the Tools for a period of 6 months following acceptance of the Engineered Goods by the Principal, without acknowledging any legal obligation in this respect.

2. Acceptance and Tests

Insofar as the Engineered Goods calls for an approval test, this test must be carried out without undue delay on the part of the Customer. Should the Customer fail to approve the Engineered Goods within 14 days of notice of completion and/or delivery, the Engineered Goods will be considered to have been duly approved and accepted, provided that during this period there has been no complaint of any defect which would impede acceptance. A partial approval test may, in accordance with the above-mentioned provisions, be requested for independent partial performances.

3. Inventions

In the event of any inventions which might lead to industrial property rights arising as a result of the contractually agreed work for the Engineered Products, then the only party entitled to register such intellectual property rights will be the party whose employees or agents have made the invention. If, in the context of the contractually agreed work for the Engineered Products, inventions are made in which the employees or agents of more than one party are involved (hereinafter referred to as "Joint Inventions"), then separate arrangements will be made in each individual case to decide who is to register any intellectual property rights and where.

Registration may also be made jointly, in which case each party will bear the proportion of the costs commensurate with its share in the invention. In the event of Joint Inventions or joint property rights and/or copyrights, each party is entitled, at any time, to waive its share in favor of the other party. The party waiving such rights will, in a timely manner, make any provisions and arrangements necessary to enable the other party to protect its interests.

CONFIDENTIALITY

Information, data and drawings embodied in this proposal are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Lyngsoe Systems.



PIGGYBACK CLAUSE

Any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods / services directly from LYNGSOE SYSTEMS under the terms and conditions of this contract.

The proposer agrees to extend identical pricing and services to any other public agencies, provided such agencies agree to the same terms and conditions as described in this agreement.

Each contracting agency will execute a separate contract with LYNGSOE SYSTEMS for its requirements. Any ordering and billing shall take place directly between LYNGSOE SYSTEMS and such entity.”