



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

# Highcon Euclid III S

A Proposal To:

Highlight Media GmbH

Date: 19<sup>th</sup> July 2017

\*\* This offer is valid for 4 weeks only from the date given





**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**To:**  
Benjamin Alle  
Geschäftsführer  
Highlight Media GmbH  
Heinkelstraße 15  
73230 Kirchheim unter Teck  
Germany

19 July 2017

**Contents**

**INTRODUCTION** ..... 3

**TECHNICAL SPECIFICATION** ..... 4

**DISCLAIMERS** ..... 5

**HIGHCON MACHINE**..... 6

    DIMENSIONS AND WEIGHT ..... 6

    ELECTRICAL POWER REQUIREMENTS ..... 8

    MACHINE ENVIRONMENT REQUIREMENTS ..... 8

    INFRASTRUCTURE & SITE REQUIREMENTS (TO BE ARRANGED BY CLIENT ACCORDING TO SITE PREPARATION MANUAL). 8

**GLOSSARY (SEE APPENDIX 1 FOR IMAGES)** ..... 12

**MAINTENANCE SERVICE DESCRIPTION** ..... 14

**PURCHASE ORDER**..... 16

**TERMS OF SALE** ..... 17



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**Introduction**

We are pleased to offer, without engagement, and in accordance with the Terms of Sale, attached hereto, our quotation for a Highcon® Euclid III S digital cutting and creasing machine.

The Highcon Euclid III S replaces a complex, expensive and slow die-making and setup process, with an in-house controlled digital system, delivering improved responsiveness, design flexibility and enhanced efficiency. The Highcon Euclid III S addresses today's operational challenges and answers tomorrow's growth needs by opening the door to countless new opportunities in high value applications and markets; from packaging and commercial print applications to Web-to-Pack and Variable Data Cutting.

Main Benefits	Main features
<ul style="list-style-type: none"> <li>• On-demand digital production eliminating tooling and streamlining setup</li> <li>• Improved supply chain responsiveness, short turnaround time and last minute corrections</li> <li>• A wide range of new, high value applications offering differentiation and competitive edge</li> <li>• Design creativity unleashed by removing the limitations of conventional die-cutting forms and stripping</li> <li>• Profitable solution for short runs at affordable price. Savings of tons of dies per year &amp; expensive warehousing</li> </ul>	<ul style="list-style-type: none"> <li>• Completely digital workflow</li> <li>• Easy integration into existing production lines</li> <li>• Up to 2.000 SPH (B2 / 29 in.)</li> <li>• With Productivity Boost Package up to 2.750 SPH (B2 / 29 in.)</li> <li>• Wide substrate range: label stock, carton board and microflute</li> <li>• CAD Light Editor</li> </ul> <p><b>Optional modules</b></p> <ul style="list-style-type: none"> <li>• Variable Data Cutting</li> <li>• Advanced Registration</li> <li>• Highcon Integrated Digital Stripping</li> <li>• Highcon Axis Web to Pack Platform</li> <li>• Productivity Boost Package</li> </ul>



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**Technical Specification**

<b>Parameter</b>	<b>Euclid III S Specification</b>
Max format (mm)	530X750 portrait((21X30")
Min format (mm)	320X457 portrait (12.5X18")
Cardboard and label thickness (μ)	200-600 (8-24pt.)
Microflute (mm)	N+F+G up to 1.2 (47pt.)
Max throughput (s/h)*	2000
Height of feeder pile, inc. pallet (m)	1.1 (3.6ft.)
Height of delivery pile, inc. pallet (m)	1 (3.3ft.)
Net cutting area	515X750 (20.2X29.5")
Gripper margin (mm)	15 (0.59")
L (m)	8.6 (28ft.)
W (m)	2.1 (7ft.)
H (m)	2.3 (7.5ft.)
Net weight (tons)	~7
Highcon Integrated Digital Stripping unit	optional add on
Advanced Registration	optional add on
Variable Data Cutting	optional add on
CAD Light Editor	<b>included</b>
Highcon Axis (basic pack)	optional add on
Productivity Boost Package	optional add on

\*depends on layout imposition and substrate type



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

**[www.highcon.net](http://www.highcon.net)**

**Disclaimers**

Advanced Registration

- In addition to a paper leading edge registration on the machine, sensors align the page to reduce errors that can occur in the print by detecting a printed mark, in the direction of the machine.
- Advanced Registration is particularly helpful when handling digital printing: it compensates for the inaccuracy of the printed image relative to the sheet leading edge.
- To use the advanced registration feature – a printed mark should be placed at least 7mm / 0.28" from the sheet edge. A detailed procedure will be provided by Highcon
- Working with the Advanced Registration feature includes calibration to sensors according to Highcon procedures

VDC (Variable Data Cutting) Package

The following functionality is available:

- Batch production – automatic handling of multiple jobs, each representing a single cutting shape (job preparation performed offline)
- The ability to run multipage jobs with a single setup

The following functionality will be available with the release of version 2.0 of the product Q3/2017:

- Advanced error handling
- Multi-paged PDF to Multiple DXF files convertor



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**Highcon Machine**

The machine comprises:

Digital cutting and creasing machine for the production of folding cartons and printed media substrates.

Industry standard feeder (FDR) delivery and sheet transport system.

Patented DART (Digital Adhesive Rule technology) creasing, and laser cutting technology.

**Dimensions and Weight**

*Table 0-1: Highcon Euclid dimensions and weight*

<b>Unit</b>	<b>Length</b>	<b>Width</b>	<b>Height</b>	<b>Weight</b>
	<b>mm (feet' inches")</b>			<b>kg (lbs)</b>
Feeder+ CDR	3361 (11' 0")	1370 (53.93")	1566 (61.65")	1300 (2866 lb)
MDR+STU	3596 (141.57)	2100 (82.67")	2310 (90.94")	5000 (11023.11 lb)
Stacker	1678 (66.06")	1658 (65.27")	2310 (90.94")	1000 (2204 lb)
Electronic Cabinet	600 (23.6")	1600 (62.99")	2150 (84.65")	300 (662 lb)
<b>Total:</b>	<b>8600 (338.58")</b>	<b>2100 (82.67")</b>	<b>2310 (90.94")</b>	<b>7600 (16755.13 lb)</b>



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

## Euclid Dimensions



Figure 0-1: Highcon Euclid dimensions



## Highcon Systems Ltd.

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

### Electrical Power Requirements

**Warning:** A qualified, licensed local electrician must install all electrical equipment and connect it in compliance with local regulations.

Table 0-2: Highcon Euclid power requirements

Unit	Input Voltage	Line Frequency	Max Power Consumption (during process)
Highcon Euclid	360V – 440V 3-phase	50-60 Hz.	32 KW

### Machine Environment Requirements

- Ambient temperature 20- 28°C 68°-83° F
- Ambient relative humidity 20–80% non-condensing
- Fresh air flow 3000 L/min
- Heat Emission to room 10 kW

### Infrastructure & Site Requirements (to be arranged by client according to site preparation manual)

#### Cooling System Infrastructure

- The chiller should be installed indoors at a controlled temperature of 5°C to 45°C/ 41°F - 113°F

The following cooling systems are recommended for use:

- The LAUDA UC-0180 SP chiller – For 50Hz countries.
- The LAUDA UC-0180 SP chiller – For 60Hz countries.
- The EF cooling Water Chiller Type WKL 155 HT 45EF 3 x 400V 50Hz - 24Vdc - RAL structured
- Orion Energy-Saving Chiller RKE5500A-V, Three phase 200 ± 10% (50/60)

#### Cyclonic separation system

- As part of air evacuation system, a cyclonic separation unit is recommended for paper cut separation from air flow and collecting.
- The following are the recommended Cyclone suppliers:
  - PachTaas (P/N: J1540002)

Contact: PachTaas Ltd.

South Industrial District, Ashkelon 78100, P.O. Box 171

Tel: +972-8-6719770

Fax: +972-8-6719771

[info@pachtaas.com](mailto:info@pachtaas.com)

Proprietary and Confidential





**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

- LTG (P/N ZSC-315)

Note: additional inlet duct is required for 12" hose interface

Contact: LTG Incorporated 105 Corporate Dr Spartanburg, SC 29303 , USA

Tel.: +1 (864) 599-6340

Fax: +1 (864) 599-6344

**Air Pressure Requirements**

- Dry Compressed air 6 bar, 800 L/m
- Machine Entrance Air pressure pipe diameter 16mm / 0.63in. (Outside Diameter)

**Waste Disposal**

- Waste disposal should be handled according to the local regulations.

**Pre-Press**

- To ensure proper workflow operation providing a DXF file input is required in accordance with the "Pre-Press Guide".
- Highcon's recommendation is the Esko ArtiosCAD SW or Engview.
- The Esko or Engview software requires an additional PC near the machine. Following are the requirements:

<b>Operating System</b>	Microsoft Windows 8. ArtiosCAD 12.1 will install and run on Windows 8 as a standard Windows application. Alternatively Windows 7 Professional 32 & 64-bit with limitations. See Release Notes
<b>CPU</b>	x86 64-bit processors will be recommended, especially for importing multi-hundred Megabyte files
<b>Performance</b>	Intel® Core 2 Duo: 2.4 GHz, 2.4 GHz, required
<b>Memory</b>	4G memory required
<b>Disk Space</b>	5 GB for the ArtiosCAD application and 500 MB available on the system partition
<b>Network</b>	TCP/IP v4 required
<b>Display</b>	1024X768, High Color (16 bit) minimum display



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**Internet Connectivity**

- Internet infrastructure should be provided to the Highcon Euclid PC for remote support & updates.

**Consumables**

The Highcon Euclid consumables are ordered from Highcon and should be stored properly to ensure functionality.

- Highcon DART Resin Canister – UV reactive resin used by the writing system to produce the rules (or crease lines) - can be used for up to 905 inches (23 M) of creasing lines. Disposable and replaceable depending on length of written crease line
- Highcon DART Foil – Polyester film assembled on the upper drum on which the creasing die is written using the DART Resin Canister (Disposable).
- Highcon DART Counter – Elastic blanket to be assembled on the lower drum and designed to absorb the impact of the creasing rule on the folding carton during the crease line formation
- IPA for cleaning the DART Foil is to be purchased by the customer.
- Consumables End customer Prices are as following (Prices and terms as per Highcon 2017 Price List):

<b>Product Description</b>	<b>Packing Method</b>	<b>Minimum Order Quantity</b>	<b>Unit Price €</b>	<b>Price Per Pack €</b>
Highcon DART Resin Canister	6 Canisters per package	6	€600	€3.600
Highcon DART foil	25 Foils per package	25	€23	€575
Highcon DART counter	1 Counter per a package	1	€1.200	€1.200

○ **Tiered Supplies Program (TSP) Terms for Euclid III / Euclid III S**

- Highcon offers a Tiered Supplies Program (TSP) allowing our customers to benefit from a discount based on the volume of the consumables purchased.
- As a further option, The "TSP Commitment" program also provides an additional route, which allows the customer to benefit from the discounted rate for the committed Tier already from the first purchase made of the 12 month period - by committing upfront to a 12-months purchase volume of consumables.
- For further information please refer to Highcon Tiered Supplies Program (TSP).



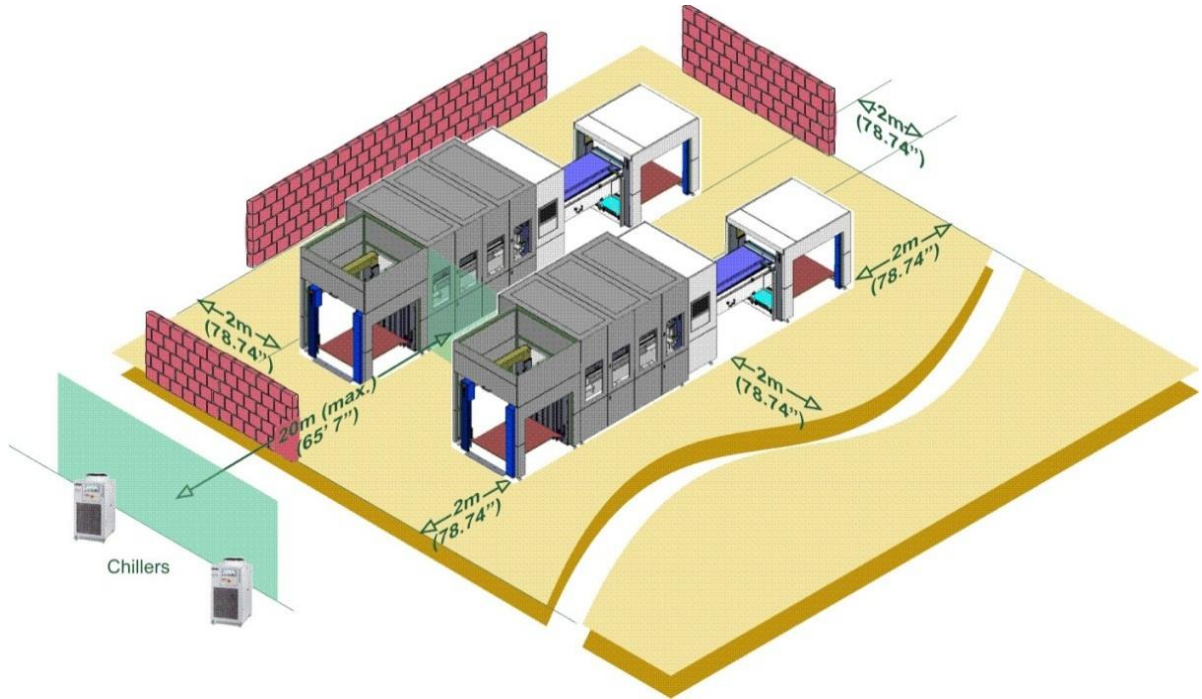
**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

### Workspace Requirements



*Figure 0-3: Workspace Requirements*



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**Glossary (see appendix 1 for images)**

<b>Term</b>	<b>Meaning</b>	<b>Description</b>
DART	Digital Adhesive Rule Technology	The component of the Highcon Euclid system (after the CDR) that ensures timing registration (MDR) and lays down the rules (folding impressions). The rules section comprises the creasing subsystem, two rollers, foil, resin and nozzles.
	DART Creasing Module	<ul style="list-style-type: none"> <li>• DART writing head with ECU controlled purge facility and exchangeable extrusion nozzle. Crease writing at &gt;5m/ 16.4 ft./min</li> <li>• Anti-static inlet plate made of stainless steel</li> <li>• Upper cylinder of 450mm./17.7in. diameter comprising:               <ul style="list-style-type: none"> <li>○ Quick clamping system for DART foil</li> </ul> </li> <li>• Lower cylinder of 450mm./17.7 in. diameter comprising:               <ul style="list-style-type: none"> <li>○ Universal creasing counter with 500.000 sheet duration</li> </ul> </li> <li>• UV curing system for DART tool treatment</li> <li>• Holder for 30ml /1 fl.oz. polymer canister</li> <li>• Pressure setting between cylinders with display, controlled by ECU</li> </ul>
MDR	Machine Direction Registration	Performs the substrate timing prior to the insertion of the cardboard into the DART
STU	Substrate Transport Unit	<p>The component of the Highcon Euclid system that houses the cutting system, electronics cabinet, and most of the central transport system.</p> <ul style="list-style-type: none"> <li>• Side gripper mechanism OS (operator side) 8mm./0.31in. upper and lower transport belts with automatic belt tensioning device</li> <li>• Pin belt sheet transport system for laser cutting module. Comprising of 12 x 60mm./0.47x2.36in. Continuous pin belts to support the sheet during the laser cutting process.</li> </ul> <p>Vacuum system for sheet stabilization during the laser cutting process</p>
FDR	Feeder	<p>The device that holds the printed, flat cardboard sheets, and feeds them one-by-one to the registration table.</p> <ul style="list-style-type: none"> <li>• Sheet separators via air control</li> <li>• Sheet pick-up with 3 fixed suction cups</li> <li>• Sheet transportation with 4 moveable suction cups</li> <li>• Stepless pile tray movement</li> <li>• Pile tray that accepts all pallet types</li> </ul>



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

<b>Term</b>	<b>Meaning</b>	<b>Description</b>
N/A	Cross Direction Registration Feed Table	<p>This component ensures the substrate is correctly positioned in the y-axis for entry into the DART</p> <ul style="list-style-type: none"> <li>• Stainless steel feed table, retractable for operator access to DART system</li> <li>• Vacuum transport belt</li> <li>• Side register guide (operator side) for print grip edge registration</li> <li>• Cross Direction Register system (CDR) comprising               <ul style="list-style-type: none"> <li>○ Lower servo driven roller</li> <li>○ 2 x upper pressure rollers</li> <li>○ Front sheet edge detecting sensor</li> </ul> </li> </ul>
ECU	Highcon Euclid Control Unit	<ul style="list-style-type: none"> <li>• Part of the electronics cabinet</li> <li>• 15" Microsoft Windows based touchscreen interface</li> <li>• Registration mode with sheet layout scoring for make ready process</li> <li>• DXF compatibility (see Highcon Euclid pre-press guide for details)</li> <li>• Hard drive storage for 5000 jobs</li> <li>• USB port for job import/export</li> <li>• Machine management system incorporating status indicator and safety warnings</li> </ul>
n/a	Substrate	The material (paper, cardboard, plastic, etc.) from which the cartons are made
STK	Stacker	The stacking unit responsible of stacking the output production.



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

## Maintenance Service Description

### Customer Service Contracts Options

Highcon offers 3 options of maintenance service contracts, as described below:

Service Contract	Remote Access Support	Product Expert Support	Parts	H/W & S/W Fix Update	Tier 1 / 2	Annual Machine PM	End customer Price Per Year (in EUR)	Service Contract Selected (please mark one)
<b>Platinum Service (All Included)</b>	√	√	√	√	√	√	<b>€32.000</b>	<input type="checkbox"/>
<b>Gold Service (Parts &amp; Remote)</b>	√	√	√	√			<b>€17.000</b>	<input type="checkbox"/>
<b>Silver Service (Remote Only)</b>	√	√					<b>€6.000</b>	<input type="checkbox"/>

#### **1. Remote Access Support (Included in service options: Platinum / Gold / Silver)**

Highcon shall offer remote support via email, web and telephone. Remote support includes diagnosis, fixes and software update (i.e. changes or additions to the current version of the software which improve but do not change the functionality), which installations Highcon makes generally available to its customers. Highcon Services shall be available to assist the certified Customer's operator to perform the required machine operation and maintenance.

#### **2. Product Expert Support (Included in service option: Platinum / Gold / Silver)**

Highcon expert as the highest technical level team will support and provide resolution to the global support teams and partners in case of complex issues. They also will be the focal point access to R&D resources and teams.

#### **3. Parts (Included in service options: Platinum / Gold )**

Parts and labor are free of charge, not including consumables (foils, canister and counters), Repairs resulting from improper use of the system, or included in the Service Inclusions set forth in Article 5 of the Terms of Sale below, will incur charges for parts and labor based on Highcon's current rates.

All part shipments (from Highcon to Customer and from Customer to Highcon) will be shipped freight collect.



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

**4. H/W and S/W update fixes (Included in service options: Platinum / Gold )**

Highcon will continue the product enhancements and improvements. In case of an upgrade that Highcon defined as field required, it will be implemented as part of the service contract or delivered to partners as part of their obligations to end users. In other cases it may be subject to user / partner charge.

**5. On-site Tier 1 / 2 (Included in service option: Platinum )**

In case of a machine problem that cannot be resolved remotely and proven to Highcon that such problem is not a result of improper use or in violation of the Service Exclusions set forth in Article 5 below, Highcon or local service provider on its behalf will be dispatched to the Site.

**6. Annual machine Preventive Maintenance (Included in service option: Platinum)**

Highcon or representative on its behalf will perform annual machine preventative maintenance.



Highcon Systems Ltd.

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

www.highcon.net

## Purchase Order

### Highcon Euclid - Digital cutting and creasing machine

Benjamin Alle  
Geschäftsführer  
Highlight Media GmbH  
Heinkelstraße 15  
73230 Kirchheim unter Teck  
Germany

Product	List Price EUR	Total Price EUR
<b>Highcon Euclid III S Platform including Highcon CAD Light Editor</b>	<b>€480.000</b>	<b>€480.000</b>
<b>HIDS - Integrated Digital Stripping</b>	<b>€45.000</b>	<b>€45.000</b>
<b>Advanced Registration</b>	<b>€30.000</b>	<b>€30.000</b>
<b>Variable Data Cutting S/W</b>	<b>€30.000</b>	<b>€30.000</b>
<b>Productivity Boost Option</b>	<b>€75.000</b>	<b>€75.000</b>
<b>Business development package</b>	<b>€25.000</b>	<b>€25.000</b>
<b>Highcon Axis (basic pack)</b>	<b>€10.000</b>	<b>€10.000</b>
<b>Installation and Operator Training</b>	<b>Included</b>	<b>Included</b>
<b>Total Ex-Works</b>	<b>€695.000</b>	<b>€695.000</b>

#### Terms and Condition:

- 1) Payment terms: 20% down payment upon order, 70% before shipment, 10% upon COI
- 2) Delivery terms Ex-works
- 3) **Optional** – Delivery Door to Door Excluding Duties & VAT (Incoterms DAP) can be offered at price of €15,000. Rigging, Unloading and Placing the Machine on floor are customer's responsibility and expense.
- 4) **Optional** - Upgrade to Euclid III - €280.000

#### Payment Method :

Highcon Systems Ltd.  
Bank: Bank Leumi Le-Israel B.M.  
Herzelia business branch No. 864  
Address: 15, Hamanofim St. Herzelia Pituach, Israel  
Account No. 73010053  
SWIFT code: LUMIILITXXX  
IBAN: IL78 0108 6400 0007 3010 053

Proprietary and Confidential





**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

**www.highcon.net**

## **Terms of Sale**

The following Conditions of Sale are hereby incorporated as an integral part of any purchase order for any of the Products and supersede and exclude any other terms and conditions unless specifically otherwise agreed in writing, signed by both Highcon and the customer.

The Purchase Order must be submitted in writing to Highcon at the details set forth above Any Purchase Order is subject to acceptance by Highcon, and shall not be deemed accepted until executed by Highcon. Highcon reserves the right to accept or reject any Purchase Order in its sole discretion, and for whatever reason.

### Article 1: Delivery

Highcon will make reasonable efforts to meet the estimated delivery date stated by it but will have no liability for failure to do so. In the event of delay for any reason, Highcon will promptly inform Customer of its probable duration.

### Article 2: Installation

(a) Customer shall complete preparation of the installation site in accordance with Highcon`s standard instructions for site preparation and environmental conditions (the "Site Preparation Guide"), which will be supplied by the Channel Partner or Highcon

(b) Highcon or other designated technicians shall install the Products.

### Article 3: Risk of Loss And Title; Security Interest

Risk of loss or damage to the Products shall pass to Customer upon delivery. Title to the Products shall remain with Highcon until the full purchase price is paid by Customer (with the exception of any software which is licensed as set forth hereunder).

### Article 4: Software License

(a) An integral part of the Products provided to Customer consists of proprietary software (the "Software"). All right, title and interest in and to the Software, and all modifications, alterations and enhancements thereto, no matter by who made, shall remain solely and exclusively with Highcon or third party licensors who have made Software available to Highcon.

(b) Subject to the terms and conditions contained herein, Highcon shall grant Customer a perpetual, non-exclusive, non-transferable, fully paid-up license to use the Software on the equipment, workstation or terminal included in the Products (if included).

(c) Except with the express prior written consent of Highcon, Customer shall not assign, sublicense or otherwise transfer the aforesaid license or the Software, in whole or in part, to any person, or disassemble, decompile or copy any portion thereof. Software contained on any media shall be erased or otherwise entirely destroyed before disposal thereof. Customer shall immediately notify Highcon if the Software or related media or documentation (including copies) is lost or stolen.



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

**www.highcon.net**

#### Article 5: Warranty

(a) Highcon warrants that on the date of delivery of the System (not including consumed parts) will be free from defects in materials or workmanship. During a period of twelve (12) months from the aforesaid date, Highcon will replace or repair, at its expense and at its sole option, any component found to be defective (the "Warranty"). Notwithstanding any other provision contained herein, Highcon does not warrant that the Software will operate bug-free. If the Software is found to contain material defects, Highcon will make reasonable efforts to correct or circumvent the same as soon as possible.

(b) Highcon shall have no obligation to make repairs or replacements necessitated or required, in whole or in part, by catastrophe; fault or negligence of Channel Partner; improper or unauthorized use or operation of the System; improper or unauthorized modification of the System, the Software or any component thereof; unauthorized removal of the System; use of the System in a manner for which it was not designed; or failure to maintain at the installation site the environmental conditions prescribed by Highcon.

(c) Highcon`s sole obligation, express or implied, under the Warranty shall be to repair or replace any defective component.

#### Article 6: Post Warranty Maintenance

If so requested by Customer, Highcon or other designated technicians, shall provide maintenance for the Products following expiration of the Warranty Period of at least five years, in accordance with the terms and conditions of its standard maintenance contracts in effect from time to time, or on a "time and materials" basis.

#### Article 7: Taxes and Charges; Late Payment

All taxes, fees and other charges imposed in connection with the purchase or the importation, operation, possession or ownership of the Products shall be paid by Customer. Any payment not paid when due shall bear an interest at the rate of one (1) percent per a month.

#### Article 9: Force Majeure

Neither Highcon nor Customer shall be deemed in breach of its obligations to the other party, or be liable for loss or damage, by reason of any failure to perform or any delay in performance resulting from any Act of God or any other cause beyond such party's sole control.

#### Article 10: Limitation Of Liability

Highcon shall have no liability to Customer or any third party for any indirect, incidental or consequential damages, or for damages arising out of the inability to utilize the System.

#### Article 14: Severability

Should it be determined by any court of competent jurisdiction that any provision of these Conditions of Sale is invalid, void or unenforceable for any reason, such provision will be severed from these Conditions and the remaining provisions shall continue in full force and effect without being impaired or invalidated, all to the end that the clear intention of the parties be given effect.

#### Article 15: Governing Law; Jurisdiction

These Conditions of Sale and the agreement to purchase the System shall be governed by and construed in accordance with the laws of England, and shall be subject to the exclusive jurisdiction of the competent courts in London, England. The UN Convention on the Sale of Goods shall not apply to the purchase of the System.



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

**www.highcon.net**

Article 16: Notice

Any notice required or permitted under these Conditions of Sale shall be deemed "given" if sent by registered mail or facsimile transmission to Highcon or Customer at the addresses indicated on the front side hereof.

Company Name: Highlight Media GmbH	Signature: _____
Company Stamp:	Date: _____

Acknowledged for and on Behalf of: Highcon Systems Ltd.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_



**Highcon Systems Ltd.**

T +972 8 910 1705 F +972 8 910 1706

P.O.B 13200, Technology Park, Yavne 81225, Israel

[www.highcon.net](http://www.highcon.net)

## Appendix 1

