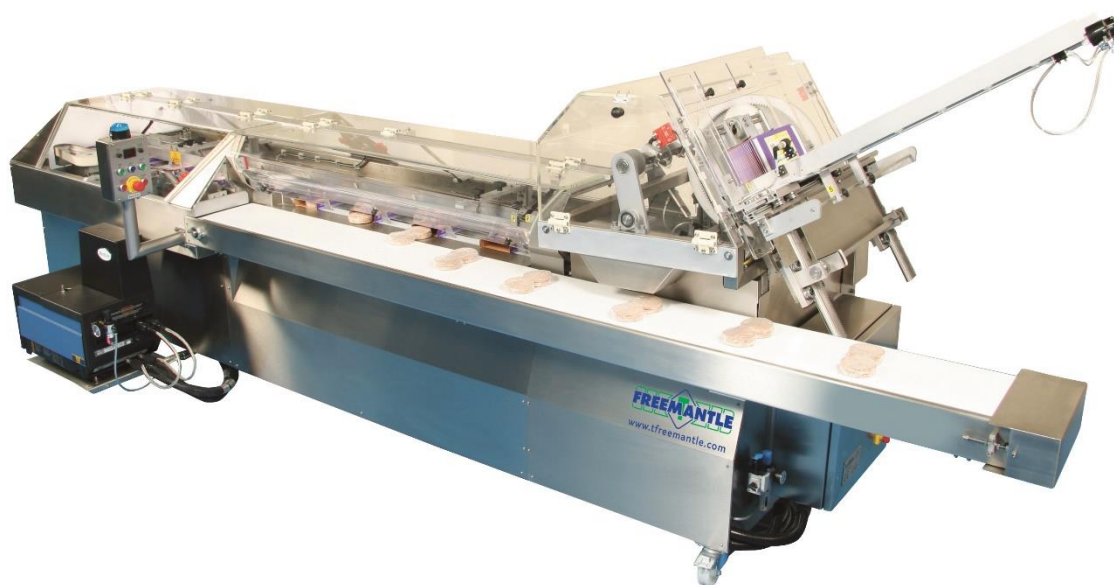


# Specialists in Sleeving – Experts in Cartoning



[www.tfremantle.com](http://www.tfremantle.com)



## Proposal for the supply of a new Semi Automatic End Load Cartoner

|              |                                     |
|--------------|-------------------------------------|
| Quote Number | <b>SH1960</b>                       |
| Quote Date   | <b>12<sup>th</sup> October 2020</b> |
| Prepared For | <b>Ebco Inc.</b>                    |
| Prepared By  | <b>T. Freemantle Ltd</b>            |



**T. Freemantle Ltd**, Factory 1, 13 Atkinson Way, Foxhills Industrial Estate,  
Scunthorpe, North Lincolnshire, DN15 8QJ, **United Kingdom.**

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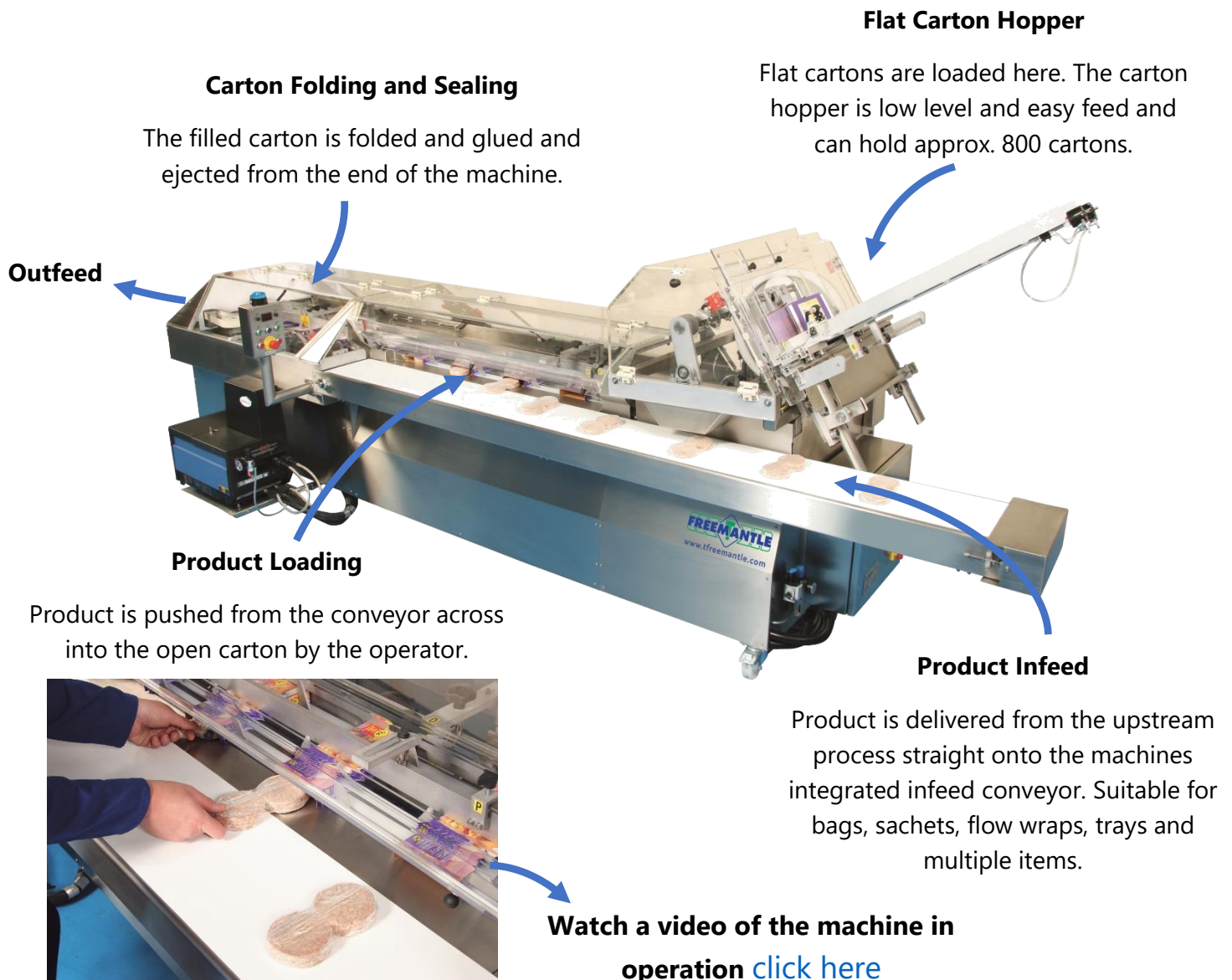
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## Machine Function

The Semi Automatic End Load Cartoner is suitable for a wide range of different product type, sizes and shapes. It can be operated by one person at up to 70 cartons per minute subject to the type of products being loaded into the cartons.

The machine carton hopper is loaded with flat cartons. The products are delivered to the load station on the integral conveyor directly from the upstream equipment such as a bagger, flow wrapper or manual assembly process. As the products are delivered to the load station, the machine automatically, on demand, selects and erects the flat cartons and prepares them for the product to be pushed into the open end by the operator.

Once the product has been loaded the machine then folds the end flaps on the carton and applies glue to seal the cartons before ejecting them from the end of the machine.



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## Standard Features (Included in the price)

The Semi Automatic End Load Cartoner is supplied with a large number of items included as standard features to ensure reliable and efficient operation without extra cost.

- Low level easy feed carton magazine designed to suit lower level working with a large capacity of approximately 800 cartons.
- Quick and simple size change that can be completed by unskilled personnel in less than 10 minutes and requires **no change parts**.
- Integrated ergonomically designed food grade infeed conveyor with independently variable speed drive.
- Outfeed discharge belts to give good consistent glue compression and help maintain a consistently square box.
- Variable speed from 20 – 80 cartons per minute with digital speed readout.
- Full 24v safety interlock system to give easy access to the machine while being safe and simple to operate.
- Fitted with the worldwide leading NORDSON Glue jet applicator unit to give the cleanest and most efficient glue application available.
- Built round a one piece stainless steel frame fitted with castors making the machine both robust and easily mobile.
- Sealed for life gearboxes and bearings throughout to cut down on routine maintenance.
- Carton magazine agitators to aid with consistent presentation of flat blanks without the need for a weight behind the cartons.
- Low carton detection with a timed visual warning that stops the machine if the hopper runs too low.
- Built to meet or exceed CE standards and to meet our own stringent quality control procedures to ensure customer satisfaction.
- Inching pendant on quick release socket for ease of setting and maintenance.
- Easy access hatches with high impact polycarbonate sliding doors to eliminate the need to remove panels and guarding for hygiene and maintenance.
- Fitted with ISO standard maintenance free FESTO pneumatics.
- Hygienically designed and manufactured from mainly stainless steel and aluminium to suit most food industry working environments.
- Simple hard-wired control system with simple and easy to understand machine controls.
- Full 3D modelled exploded views with comprehensive parts listings provided within the manual for easy parts identification.



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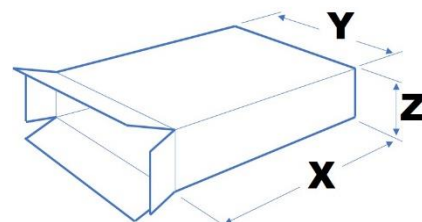
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## Size Range

The Semi Automatic End Load Cartoner is flexible and can run a wide range of carton sizes. The change between different sizes is an unskilled operation and can be completed in less than 10 minutes. There are no change parts or special tools required to complete the size change.

|  | Min to Max<br><b>Standard Machine</b> | Min* to Max*<br><b>Modified Machine</b> |
|--|---------------------------------------|---|
| X – Length   | 110 – 300mm                           | 80 – 400mm                              |
| Y – Width  | 75 – 250mm                            | 40 – 320mm                              |
| Z - Height   | 25 – 75mm                             | 10 – 120mm                              |
| *These are theoretical modified min and max and restrictions apply to combinations of sizes. |                                       |   |



## Technical Details

### Electrical Connection

The machine is supplied with a 3-metre armoured cable with an industry standard 32amp 3 pin plug for connection to a 32amp single phase supply. (Also available in 3ph N+E if required)

### Compressed Air Connection

The machine is supplied with a filter regulator with an 8mm push in pipe for connection to a 6 bar compressed air supply.

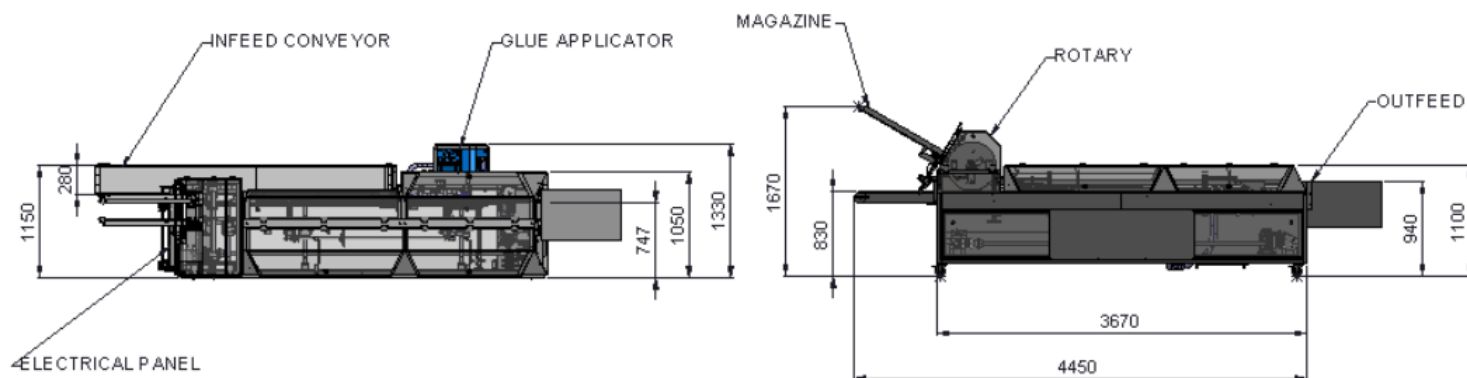
### Lifting Weight

Approximately 1000kilos. Lifting should be by fork truck and correct lifting points are marked for offloading at point of delivery.

### Adhesive Type

The machine will operate with any suitable packaging grade Hot Melt or Cool Melt glue. The machine will be set and tested with our recommended grade Henkel Cool Melt Ultra.

## Standard Machine Layout



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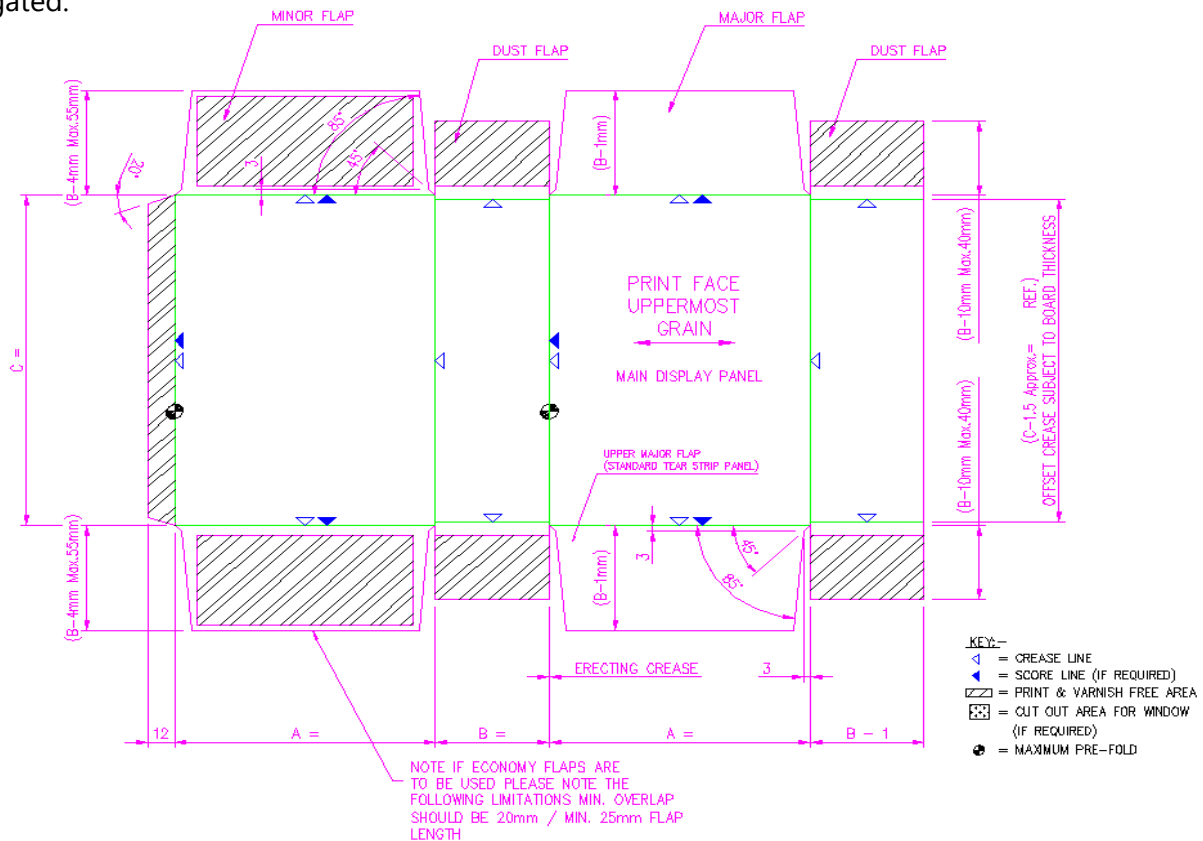
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## Carton Specification

The carton layout shown is the T. Freemantle Ltd recommended profile which features square dust flaps to help ensure a perfectly square finished carton. The machine can run a wide variety of carton profiles and flap designs including economy flaps, tapered, slotted, tear strips and re close designs. The machine can also run various types of folding box boards, recycled board, micro flute and corrugated.



## Samples and Testing

A representative sample of each product and carton to be run on the machine should be supplied to T. Freemantle Limited prior to acceptance of any order so we can ensure the machine is perfectly suited to your requirements and make any suggested improvements.

In order to test the machine thoroughly we will require 500 of each carton size as soon as possible after acceptance of the order but no later than 4 weeks prior to the due delivery date unless agreed otherwise. These samples are required to provide adequate materials to complete a full factory acceptance test (FAT) to which the client is invited to attend. The FAT will be conducted to ensure that the machine meets the required specification and operates efficiently and reliably at the required speed and produces good quality finished packs. Only on successful completion of the FAT will we deliver the machine.

Complications caused at installation by significant deviation from the samples provided may incur extra cost but we will try to accommodate any variations without cost.

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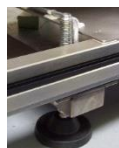
# Specialists in Sleeving – Experts in Cartoning

## Price (all prices exclude VAT)

Semi Automatic End Load Cartoner (set tested and packed ready for delivery) **£ 49,000.00**

### Optional Items

|   |            |
|---|------------|
| Delivery with transport insurance to your site                              | £ TBC      |
| Commissioning for 2 days on site (if required)                              | £ TBA      |
| Extended Size Range modification (subject to samples and specification)     | £ 5,000.00 |
| Colour coded Pinlock system for rapid size change                           | £ 2,500.00 |
| PLC control with touchscreen HMI  | £ 4,500.00 |
| Stainless Steel subframes with M24 levelling feet                           | £ 680.00   |
| Outfeed conveyor 1.3m for turning, coding/flash labelling after the machine | £ 3,950.00 |
| Recommended spare parts kit (can be adjusted to suit requirements)          | £ 3,400.00 |



## Installation, Commissioning and Training

After delivery, the client is required to offload and position the equipment and provide the required power and air connections prior to the arrival of commissioning engineer to your site. Commissioning, installation and training if required for the usual period of 2 days on your site is charged extra.

We offer a **free of charge** comprehensive training schedule for your staff at our factory prior to delivery. This gives operators and engineers the chance to have undivided intensive training on routine maintenance, cleaning, size change and fault finding and normally reduces installation and commissioning times significantly.

The supply of engineers to your site will be charged extra at £ 75/hour and £ 0.75/mile as required plus accommodation and expenses.

## Commercial Details

### Warranty

The machine is covered by a full 12 month parts and labour warranty in line with our T&C's.

### Lead Time

16 weeks from receipt of order and deposit (subject to time of order placement)

### Payment Terms

- 30% Deposit payment with order
- 60% Payment on completion of FAT prior to delivery
- 10% Payment on satisfactory installation

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## TERMS AND CONDITIONS

| Index of clauses |                                |
|------------------|--------------------------------|
| 1.               | Interpretation                 |
| 2.               | Basic of the Sale              |
| 3.               | Orders and Specifications      |
| 4.               | Samples                        |
| 5.               | Acceptance Trials              |
| 6.               | Price of Goods                 |
| 7.               | Modifications                  |
| 8.               | Installation and Commissioning |

### 1. Interpretation

Reference to "1. We" and "Us" mean T. Freemanlie Limited whose registered office is at 143 Seaside, Eastbourne, East Sussex registered in England No 3147425.

"Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between you and us.

"Contract" means the contract for the purchases and sale of goods.

"Goods" means the goods (including any instalment of the goods or any part for them) which the seller is to supply in accordance with these conditions. "Incoterms" means the International Rules for the Interpretation of "Trade Terms of the International Chamber of Commerce as in force at the date when the contract is made.

1.2 Any reference to these conditions or any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of the Sale

2.1 We shall sell and you shall buy the goods in accordance with any written quotation by us which you accept, or any written order by you, which we accept, subject in either case to these conditions which shall govern the contract to the exclusion of any other terms.

2.2 No variation to these conditions shall be binding unless agreed in writing between you and us.

2.3 Our requirements and agents have no authority to make representations concerning the goods unless confirmed by us in Writing. In entering the contract, you acknowledge that you do not rely on such representations, which are not so confirmed.

2.4 We are entitled without liability on our part to correct any error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information which we issue.

### 3. Orders and Specifications

3.1 We shall accept no order submitted by you unless and until we confirm such acceptance in writing.

3.2 You will be responsible to us for ensuring the accuracy of terms of any order submitted by you, and for giving us any necessary information relating to the goods within a sufficient time to enable us to perform the contract.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in our quotation (if accepted by you) or your order (if accepted by us).

3.4 If you require us to manufacture the Goods or apply any process to them in accordance with a specification submitted by you, you will indemnify us against all costs, claims, demands, damages and loss arising from settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person resulting from our use of your specification.

3.5 We reserve the right to make changes to the specification of the Goods required to satisfy safety or other legislation.

3.6 Once your order has been accepted by us, you may not cancel it except with our written agreement and on terms that you will indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of the cancellation.

### 4. Samples

4.1 To enable us to design the Goods in accordance with your requirements and to carry out the Acceptance Trials referred to in Clause 5 below we will require samples of packaging materials and product (the "samples"). The number of the samples will vary according to the type and specification of the goods.

4.2 You will provide at your expense and risk as many of the samples as we require in accordance with this clause but if you fail to comply with this clause, the warranty in Clause 12.1 will be rendered null and void.

4.3 If you deliver the samples late and we are delayed in performing the Contract, you agree to pay our reasonable charges, which shall in any event be not less than £100 per day or part of a day.

### 5. Acceptance Trials

5.1 Within four days of written notice that the machine is ready for Acceptance Trials, you will attend at the place specified in the notice to either accept or reject the Goods.

5.2 Upon the satisfactory conclusion of the Acceptance Trials, you will be required to sign an Acceptance Notice. Upon signature of the Acceptance Notice, the Contract becomes unconditional and the balance of the price becomes due in accordance with clause 9.2.

5.3 If you fail to attend the Acceptance Trials within the four day period referred to above you agree to pay our reasonable charges caused by your delay which shall in any event be not less than £100 per day or part of a day.

5.4 If you do not attend the Acceptance Trials within fourteen days of the notice given in accordance with clause 5.1 we shall be entitled to carry out the Acceptance Trials in your absence and you authorize us to sign the Acceptance Notice on your behalf upon the satisfactory conclusion of the Acceptance Trials in your absence.

### 6. Price of the Goods

6.1 The price of the Goods shall be our quoted price or, where no price has been quoted the price listed in our current price list at the date of acceptance of your order. Our current export price list shall apply where Goods are supplied for export from the United Kingdom. All prices quoted are valid for 30 days only and, if not accepted by you, are liable to be increased by us without notice to you.

6.2 If our costs increase due to any circumstances beyond our control or if we make any change in the contract as required by you which increases our costs, we reserve the right, by giving written notice to you at any time before delivery, to increase the price of the Goods.

6.3 Unless otherwise agreed in writing, all prices are ex-works and you agree to pay our charges for transport packaging and insurance.

6.4 Value added tax should be added to all amounts payable by you under this Agreement.

6.5 You agree to pay the cost of pallets and returnable containers but if they are returned undamaged to us before the due payment date we will give you full credit.

### 7. Modifications

If you require any alterations or modifications (the "Modifications") to be made to the goods prior to delivery, we will implement the modifications providing the following conditions are satisfied.

7.1 You supply us with sufficient written details of modifications.

7.2 We confirm acceptance in writing.

7.3 We have received all payments due from you to us in respect of Clauses 9.1 and 9.2 in relation to the original order accepted by us by us.

7.4 The Modifications will be subject to Acceptance Trials in accordance with clause 5 and the balance due to us for the Modifications will be paid in accordance with Clause 9.

### 8. Installation and Commissioning

The costs for installation and commissioning are not included in the price. If you wish us to carry out installation and commissioning, we shall be pleased to do so at our current rates.

It is your responsibility to off-load and site the machinery when it arrives at your premises and connect it to all the necessary mains services.

An engineer will arrive as soon as possible after this at your request, to commission the machine. Any subsequent visits for personnel instruction etc. will be charged on a time plus expenses basis.

The machine will be started up during normal working hours and any work carried out beyond these times will be charged extra. We reserve the right to charge for time lost due to waiting for personnel, products materials etc.

### 9. Terms of Payment

9.1 You will pay 30% of the price when we confirm your order in accordance with clause 3.1.

9.2 You will pay the balance on satisfactory completion of the Acceptance Trials in accordance with clause 5.2.

9.3 Payment shall be made by you upon receipt of our invoice, even though delivery of the Goods may not have taken place and the property in the Goods may not yet have passed to you. In relation to payment, time shall be of the essence.

9.4 If you do not pay by due date, without prejudice to any other rights we may have, we shall be entitled to:

9.4.1 cancel the contract or suspend any further deliveries to you;

9.4.2 appropriate any payment made by you in relation to this or any other contract between us;

9.4.3 charge you interest (both before and after any judgment) on the balance due to us at the rate of 6 percent per annum above HSBC Bank PLC base rate from time to time, until you pay in full. Any part of a month shall be treated as a full month for the purpose of calculating interest.

9.5 All payments shall be made in the currency stated in the contract.

### 10. Delivery

10.1 Delivery of the Goods shall take place when you collect the Goods from our premises at any time after we notified you that the Goods are ready for collection, unless otherwise agreed in writing between us.

10.2 We will endeavour to deliver the Goods on the date agreed but we shall not be liable for any delay in delivery and time for delivery shall not be of the essence unless we agree in writing. We shall be entitled to deliver the Goods in advance of the quoted delivery date.

10.3 If the Goods are to be delivered in instalments, you will not be entitled to treat the contract as a whole as repudiated if you make a claim against us in relation to one or more instalments only.

10.4 We do not accept any liability for failure to deliver the Goods.

10.5 Unless it is our fault, if you fail to take delivery of the Goods at the time stated for delivery we shall be entitled, without prejudice to any other course of action open to us, to store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage which shall be not less than £100 per day or appropriate.

10.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you or charge you for the difference as appropriate.

### 11. Risk and Property

11.1 Risk of damage to or loss of the Goods shall pass to you:

11.1.1 in the case of Goods to be delivered at our premises, when we notify you that the Goods are available for collection; or

11.1.2 in any other case, at the time of delivery or, if you wrongfully fail to take delivery at the time we tender the delivery.

11.2 Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass from us to you until we have received in cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you for which payment is then due.

11.3 Until such time as the property in the Goods passes from us to you, you shall hold the Goods as our fiduciary agent and bailee, and shall keep the Goods separate from those of your own and of third parties, properly stored, protected and insured as our property. Until that time you are entitled to resell or use the Goods in the ordinary course of your business, but you will account to us for the proceeds of sale or otherwise of the Goods, including insurance proceeds, and you agree to keep all such proceeds separate from any of your own money and that of third parties and, in the case of tangible proceeds, properly stored, protected and insured.

11.4 Until such time as the property in the Goods passes from us to you, you agree to deliver up the Goods to us and, if you fail to do so immediately, you authorize us to enter upon any premises where the Goods are stored and process them.

11.5 You acknowledge that you are not entitled to pledge or in any way charge by way of security for any indebtedness any Goods, which remain our property.

### 12. Warranties and Liability

12.1 We warrant that the Goods will correspond to their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from delivery, subject to the following conditions.

12.1.1 We shall not be liable for any defect arising from any drawing, design or specification supplied by you.

12.1.2 We shall not be liable for any defect arising from any fire, flood, war, wilful damage, neglect, abnormal working conditions, failure to follow our instructions, misuse or alteration or repair of the Goods without our approval.

12.1.3 We shall be under no liability if you fail to follow our advice as to the working environment for the Goods, including power and air supplies, temperature and humidity and you acknowledge that it is your responsibility to ensure that such advice is followed.

12.1.4 We shall not be liable if you operate the Goods with product or packaging materials materially different in dimension or materially different in any other quality from those supplied by you pursuant to clause 4.2.

12.1.5 We shall not be liable if the price of the Goods has not been paid by the due date of payment.

12.1.6 We are not liable for parts, materials or equipment which we have not manufactured, in relation to which you are only entitled to the benefit of any warranty or guarantee as is given by the manufacturer to us.

12.1.7 This guarantee is only applicable providing the machine is installed by a qualified engineer from T. Freemanlie Limited.

12.2 Except as expressly provided in these Conditions, and except where you are a consumer within the meaning of the Unfair Contract Terms Act 1977, all warranties, conditions or other terms implied by statute or by common law are excluded from the Contract.

12.3 Your statutory rights are not affected by these Conditions if the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976).

12.4 Replacement parts will be provided and if necessary fitted free of charge, except for hotel and travelling expenses which will be charged extra at cost.

12.5 You must notify us within 7 days from the date of delivery of any claim based on any defect in the quality or condition of the goods or their failure to correspond with the specification, whether or not you refuse to accept delivery. If the defect or failure is not apparent on reasonable inspection, you must notify us within a reasonable time after discovery. If you do not give notice to us in accordance with this clause, we shall not be liable for any alleged defect or failure and you will be bound to pay the price of the goods.

12.6 If you notify us in accordance with this Clause of any valid claim, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our discretion, to refund to you the price of the Goods (or a proportionate part of the price), but we shall not be further liable to you.

12.7 Except in the case of death or personal injury caused by our negligence, or as expressly provided in these conditions, we shall not be liable to you by reason of any representation, implied warranty, condition or other term, or duty at common law, for any consequential loss or damage arising from the supply of the Goods or their use or resale by you.

12.8 Although we will do our best to perform the Contract, we shall not be liable to you if we delay in performing, or fail to perform any of our obligations due to any cause beyond our reasonable control.

### 13. Insolvency

13.1 In the following circumstances, without prejudice to any other remedy available to us, we shall be entitled to cancel the Contract or suspend any further deliveries without liability to you and the Goods have been delivered but not paid for: the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The circumstances are as follows:

13.1.1 if you make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

13.1.2 an enforcement takes possession, or a receiver is appointed, of any of your property or assets; or

13.1.3 if you cease, to carry on business;

13.2 If we reasonably consider that any of these events is about to occur, we will give you notice that this Clause is to apply.

### 14. Export Terms

14.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between Incoterms and these Conditions, the latter shall prevail.

14.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 14 shall apply, notwithstanding any other provision of these Conditions.

14.3 You will be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties.

14.4 The Goods shall be delivered Ex works.

14.5 We shall not under any circumstances be liable for any delays in transport of the Goods to you after dispatch from our premises.

14.6 You are responsible for arranging for testing and inspection of the Goods at our premises before shipment. We shall not be liable for any claim arising from a defect in the Goods, which would be apparent on inspection and which is made after shipment, or in respect of any damage in transit.

14.7 Payment of all amounts due to us shall be made by irrevocable letter of credit opened by you in our favour and confirmed by a bank in England acceptable to us.

14.8 You undertake not to offer the Goods for resale in any other country notified by us to you at or before the time your order is placed, or to sell the Goods to any person if you know or have any reason to believe that person intends to resell the Goods in any such country.

### 15. General

15.1 Any notice required to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may be relevant and have been notified pursuant to this provision to the party giving the notice.

15.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.4 Any dispute arising in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or in default, nominated on the application of either party by the President for the time being of the Chartered Institution of Arbitrators.

15.5 The Contract shall be governed by the laws of England.

15.6 On required service visits for machine repairs / overhauls (whether chargeable or not) etc., an unlimited amount of cartons and product must be available for thorough testing of the machine.

### 16. Rental

16.1 Freemanlie Limited will make available a packaging machine, model and type as per contract for a period and amount as stipulated in the contract and on terms and payment as per contract.

At the end of the rental period, should the machine be judged to be in poor condition and needing more than general overhaul to enable it to be related to further parties, then a documented calculation it will be submitted to you/selves and any necessary costs will be deducted from deposit held. Providing that the machine has experienced solely normal wear and tear, then it is agreed that the deposit will be refunded in full. You must ensure that the equipment is kept clean and is used carefully and properly. You must keep the machinery in good working order and repair. Your personnel at your cost should carry out all maintenance. Should you require service by our engineers, then this will be chargeable unless proved to be under warranty. All costs for transportation and installation will be charged separately and are to be paid within 30 days of receipt. You must allow our approved engineers or employees access to the machinery at all reasonable times. You must not let the machinery out of your possession. Nor may you sell charge or otherwise dispose of it. It is agreed that the machine is the sole property of T. Freemanlie Limited and whilst in your possession and on your premises, the equipment should be insured. Your insurance company should be notified of its value and full replacement cover should be incorporated accordingly.