



## Belshaw Adamatic Bakery Group Terms & Conditions of Sale

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### **PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY:**

THE TERMS AND CONDITIONS FOR ALL BELSHAW ADAMATIC BAKERY GROUP (“SELLER”) EQUIPMENT, PARTS, AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY LANGUAGE THAT IS IN ADDITION TO OR DIFFERENT FROM THAT WHICH IS WRITTEN IN THESE STANDARD TERMS AND CONDITIONS IN ANY FORM DELIVERED BY YOU (“BUYER”) ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS WHICH SHALL BE OBJECTED TO AND REJECTED UNLESS AGREED TO BY THE SELLER PRIOR TO THE PURCHASE. NO CHANGES WILL BE PERMITTED AFTER THE PURCHASE PROCESS. BY ACCEPTING DELIVERY OF THE EQUIPMENT, PARTS OR SERVICES, THE BUYER AGREES TO AND ACCEPTS ALL THE STATED TERMS AND CONDITIONS OF SALE UNLESS THE SELLER AND THE BUYER HAS SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

UNLESS OTHERWISE SPECIFIED, THESE TERMS AND CONDITIONS OF SALE APPLY TO ALL EQUIPMENT AND/OR PARTS SOLD BY THE SELLER. DUE TO THE COMPLEXITY OF EITHER BELSHAW OR ADAMATIC INDUSTRIAL EQUIPMENT, A SEPARATE TERMS AND CONDITIONS OF SALE DOCUMENT WILL BE WRITTEN SPECIFIC FOR THE PROJECT OR EQUIPMENT BEING SOLD AND WILL REQUIRE THE SIGNATURE OF THE BUYER.

TERMS AND CONDITIONS OF SALE FOR ANY SHIPMENT MADE OUTSIDE THE UNITED STATES WILL REQUIRE REVISION AS THESE STANDARD TERMS AND CONDITIONS WILL NOT APPLY IN MOST CASES. ANY EQUIPMENT SOLD IN THE UNITED STATES AND EXPORTED TO AN INTERNATIONAL COUNTRY WITHOUT THE WRITTEN CONSENT OF THE SELLER WILL BE CAUSE FOR ALL WARRANTY AND RETURN PROVISIONS TO BE DEEMED NULL AND VOID.

### **EXECUTION:**

Upon execution of this Agreement or upon delivering of an order for products, services, or equipment identified in this Agreement (hereinafter collectively the “Equipment”), the Buyer agrees to the following applicable terms and conditions.

### **DELIVERY and STORAGE:**

Unless otherwise agreed to, all shipments are made F.O.B. Seller’s shipping point, Auburn, WA. Risk of loss, damage or shortage shall pass from the Seller to the Buyer upon delivery to and receipt by the freight carrier from the Seller. Although the Seller will use all reasonable efforts to meet quoted and acknowledged delivery date(s), they are approximate and not guaranteed. The Seller reserves the right to make partial shipments unless otherwise agreed to prior to the purchase. If the shipment is postponed or delayed for any reason by the Buyer, the Buyer agrees to reimburse the Seller for all storage costs and any other expenses resulting from this.

Damaged Shipment -- As a matter of customer service, the Seller will assist in filing damage or shortage claims, provided the equipment was shipped prepaid and add. If the shipment was sent “Freight Collect,” the Buyer has the full responsibility of filing the claim against the freight company. In all cases, the Buyer has the responsibility to inspect the shipment for completeness and to assure it is free of any visible damage. If the order does not appear complete or there is visible damage, the Buyer must mark “shipment not complete” or “visible damage upon receipt” on the Bill of Lading and notify the Seller and freight carrier no later than one (1) day after the shipment was received. To make resolution of the claim easier, it is recommended that the Buyer photograph all visible damage and forward copies to the Seller and freight carrier. All concealed freight damage claims must be submitted to the freight carrier no later than fifteen (15) calendar days after receipt of the shipment.

### **INSTALLATION:**

Where applicable, the Buyer at its own expense shall arrange for timely completion of all necessary preparations for installation, including permits and utilities (water, gas, electricity, HVAC, etc.) for the purchased equipment. All utilities must conform to equipment requirements as provided by Seller. The Buyer is responsible for the suitable construction of foundations or flooring under the equipment. The Buyer shall provide safe, suitable working conditions for the installation of the equipment. The Buyer is responsible for the cost of modifying equipment sold by the Seller in order to comply with federal, state and local codes. If installation, trial run or start-up cannot begin, continue or be accepted due to a cause for which the Seller has no control, the Buyer shall pay the Seller for any delays, waiting time or travel expenses incurred as a result of this.

### **SALES TAX:**

It is the responsibility of the Buyer to collect and/or pay all Sales, Use or other applicable taxes to the local state taxing authority, as required by law. The Buyer must submit a signed Resale Certificate for equipment purchased for resale or a signed Manufacturer's Sales and Use Tax Exemption Certificate for equipment engaged in manufacturing product for resale. The manufacturing exemption regulations vary from State to State; please consult your tax consultant for your exemption qualification. Further, the Buyer shall indemnify and hold harmless Belshaw Adamatic Bakery Group for all costs, expenses and/or penalties for the failure to pay sales, use or other applicable taxes.

### **UCC FILINGS:**

Where applicable, the Buyer understands and agrees that the Belshaw Adamatic Bakery Group retains title of all equipment until said equipment is paid for in full. Further, the Buyer agrees that as part of the sales contract they will be required to sign a Security Agreement. Further, the Buyer agrees that the Belshaw Adamatic Bakery Group may file any and all protective UCC filings in relation to the Equipment or this Agreement including, but are not limited to, financing statements, financing statement amendments, correction statements, information requests, and addendums to the full extent allowed by law (hereinafter collectively the "UCC Filings").

By executing this Agreement, the Buyer represents that the Buyer is fully authorized, as either a principal of the Buyer or a personal guarantor of the Buyer, to enter into all obligations related to the UCC filings

In states where permissible, the Buyer explicitly authorizes the filing and recording of UCC financing statements showing the Belshaw Adamatic Bakery Group's interest in the Equipment as a secured party and grants the Belshaw Adamatic Bakery Group the right to execute Buyer's name as debtor thereto. The Buyer further agrees to provide the Belshaw Adamatic Bakery Group any and all requested information necessary for any UCC Filings. This information includes but is not limited to all current address, contact information, organization identification number, and any other information as required.

### **CREDIT INFORMATION:**

The Buyer further authorizes Belshaw Adamatic Bakery Group and its actual or potential affiliates, successors, designees, or assignees to obtain consumer credit reports relating to the Buyer's credit history and/or creditworthiness. The Buyer's authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. The Buyer also authorizes the Belshaw Adamatic Bakery Group, trade references, and financial institutions the right to release credit information.

### **LIMITED WARRANTY:**

Please reference the Seller's Limited Warranty document for complete details of our warranty program.

## **CANCELLATIONS, RETURNS and DELAY IN ACCEPTANCE:**

Any cancellation by the Buyer after receipt of their order may result in a cancellation penalty equal to 30% of the order value or the calculated cost of materials, labor and overhead for the ordered equipment at the time of cancellation, whichever is greater. Buyer must give disposition of canceled equipment within 30 days of cancellation date. If Buyer fails to give disposition for canceled equipment within the period, Seller shall be authorized to dispose of canceled equipment as Seller sees fit.

**ALL** Special Orders and/or custom equipment will be identified as such and cannot be canceled or returned. NO EXCEPTIONS.

Unless otherwise specified, the Seller offers the Buyer a thirty (30) calendar day return policy on most equipment or parts sold based on the date of invoicing. All requests for cancellation or return requests must be submitted in writing and received at Seller's home office (Auburn, WA) within thirty (30) calendar days from the invoice date.

- Return Restrictions:
  - Defective "Non-Usable" Equipment – The Buyer may return most defective "non-usable" equipment or parts directly to Seller within thirty (30) calendar days from the date of invoicing. The Seller has the sole discretion on which option applies -- credit, repair, replacement or exchange. After this thirty (30) calendar day period only the Seller's warranty applies
  - Non-Defective Equipment – The Buyer may return most non-defective equipment or parts, unless they are specified as special order or custom, directly to the Seller within thirty (30) calendar days from the date of invoicing. In this situation the Seller will impose a mandatory restocking fee which will reduce the value of any credit or exchange by 25% of original invoice amount or \$50, whichever is greater.
- Shipment of Returned Equipment or Parts:
  - Return Goods Authorization (RGA) Number -- No return of any type will be accepted by the Seller unless accompanied by a unique RGA number, which the Buyer must obtain by providing the following information to Seller's Customer Service Agent. The required information is your customer number, applicable invoice number, equipment serial number, and details of the Buyer's reason for the return. The Buyer has thirty (30) calendar days to return the equipment and/or part from the date that the applicable RGA is issued. After such date, the RGA issued is invalid and the Seller reserves the right to refuse the return. The Seller will not accept the return of any equipment or part that has not been assigned an RGA number.
  - Returned Equipments Must Be Complete, Clean and Free of Damage -- All equipment or parts MUST be returned 100% complete, including all original boxes, packing materials, manuals, blank warranty cards and other accessories provided by Seller. The equipment MUST be clean, free of any damage and in the same condition as delivered to the Buyer. The Seller reserves the right to refuse the return of any equipment or part that does not conform to this provision. If accepted, the cost of reconditioning and the aforementioned restocking fee will be charged.
  - Responsibility for Shipping Costs and Risk -- The Buyer is responsible for the cost of shipping all returned items; the Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Buyer's shipping method provided the returned items are not due to the Seller's fault. Buyer must adequately pack or crate the returned equipment to protect from damage in transit.
  - Buyer Shipping Insurance -- The Buyer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned equipment or parts and to always use a carrier or shipping method that provides proof of delivery. The Seller is not responsible for damage or loss during shipment.

**LIMITATION OF LIABILITY:**

**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS , EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST BUYER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH BUYER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE EQUIPMENTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE EQUIPMENT FOR USE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY BUYER FOR THE EQUIPMENT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.**