

Food Equipment Group

Terms and Conditions

- 1) CONTRACT:** The contract resulting from the acceptance of this order is to be construed according to the laws of the State of Ohio. This contract is non- assignable by Seller.
- 2) DELIVERY-SCHEDULES:** Deliveries shall be made both in quantities and at times specified in schedules furnished by Buyer. Buyer shall have no liability for payment for material or items delivered to buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments
- 3) PACKAGING AND METHOD OF SHIPMENT:** Packaging shall be in accordance with regulations of common carriers. and transportation shall be on the lowest cost basis, unless other packaging or method of transportation is authorized in writing by Buyer.
- 4) EXCUSABLE DELAYS:** Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or lack of all possible effort. If at any time Seller has reasons to believe that deliveries will not be made as scheduled, written notice setting forth the causes of the anticipated delay shall be given immediately to Buyer.
- 5) WARRANTY:** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples, or other description , furnished or specified by Buyer, and will be merchantable, of good material and workmanship, free from defects, and fit and sufficient for the purpose intended.
- 6) CANCELLATION:** Buyer may cancel all or part of the undelivered portions of this order if Seller does not make deliveries as specified in the schedules, or if Seller breaches any of the terms hereof.
- 7) INSPECTION:** All materials shall be received subject to the Buyer's inspection and rejection at time of use by Buyer. Materials that are either defective or not in accordance with Buyer's specifications will be held for Seller's instruction and at Seller's risk, and, if Seller so directs, shall be returned at Seller's expense. Payment for materials on this order prior to inspection shall not constitute an acceptance thereof.
- 8) CHANGE IN SPECIFICATION:** Buyer may, at any time, change the drawings and specifications as to any material and/or work covered by this order. Seller shall immediately notify Buyer of any change in price or time for performance resulting from such changes, and Buyer and Seller shall attempt to equitably adjust the same. No modification of price or time shall be effective unless Buyer and Seller agree to the same in writing.
- 9) MATERIAL FURNISHED BY BUYER:** Any materials furnished by buyer, on other than a charge basis, in connection with this order shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture of the products covered by this order shall , as directed, be returned to Buyer at Buyer's expense and if neither accounted for nor so returned, shall be paid by the Seller. All such materials including, but not limited to, tools, dies, gages, jigs, fixtures, etc. owned by the Buyer shall be insured by Seller against loss by fire or extended coverage.
- 10) TOOLS:** Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary, all dies, tools, gages, fixtures, and patterns necessary for the production of the material ordered. The cost of changes in the aforementioned items necessary to effect design or specification changes ordered by Buyer shall be paid by buyer.
- 11) LIABILITY:** Seller shall indemnify and save Buyer harmless from any liability associated with the product or service supplied. This indemnity includes all claims of loss or damage to person or property and includes all costs and expenses including but not limited to attorney's fees. Seller shall maintain appropriate insurance coverage, evidence of which shall be furnished to Buyer upon request.
- 12) REMEDIES:** The remedies herein reserved shall be cumulative, and additional to any other further remedies provided in law or equity. No waiver of a breach of any provisions of this contract shall constitute a waiver of any other breach, or such provision.
- 13) PATENTS:** Seller agrees to protect and save harmless Buyer from all costs, expenses, damages, or claims arising out of actual or alleged infringements of any patent rights based on the sale or use of items covered by this order.

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14) INSOLVENCY: Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of: Seller's insolvency, the filing of a voluntary or involuntary petition in bankruptcy by or against Seller, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefits of creditors

15) ACCEPTANCE: No agreement or other understanding in any way modifying the terms, conditions or instructions of the contract resulting from the acceptance of this order will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative. This order is not binding until accepted as provided herein. Unless otherwise provided herein, any written acknowledgement of this order or the delivery of any supplies or the furnishing of any services pursuant to this order shall constitute acceptance by the Seller of this order subject to all its terms, conditions and instructions.

16) INTERSTATE COMMERCE: Seller acknowledges that Buyer's products are sold in Interstate Commerce and agrees that performance of this order shall be subject to all applicable Federal Laws and regulations and agrees to furnish Buyer with every invoice , a certificate of compliance with such laws and regulations.

17) EQUAL OPPORTUNITY CLAUSE: It is understood that the Equal Opportunity Clause set forth in section 60-1.4, Title 41, Code of Federal Regulations, is hereby incorporated by reference and made a part of this contract . Seller shall comply when applicable with such Equal opportunity clause and with Presidential Executive order No. 11246 on non discrimination against any employee or applicant for employment because of race, religion, sex, or national origin

18) EMPLOYMENT OF VETERANS: When applicable, contract clauses authorized by the Vietnam Era Veterans Readjustment Assistance Act of 1974 and set forth in part 50-250 , Title 41, Code of Federal Regulations are hereby incorporated by reference and made part of this contract.

19) EMPLOYMENT OF THE HANDICAPPED: When applicable Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap, and shall establish an affirmative action program applicable thereto as set forth in Part 741 Subchapter C, Chapter VI Title 20 of the code of Federal Regulations.

20) PURCHASERS DESIGN: It is understood that any part made according to Buyer's own design will not be furnished by Seller to any other person, firm, or corporation.

21) CERTIFICATE OF NON SEGREGATED FACILITIES: Where applicable, Seller, by its acceptance of this contract , certifies to buyer that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under segregated facilities are maintained. Seller further certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities "means any waiting rooms, work areas, restrooms, and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin, because of habit, custom, or otherwise. Seller agrees that(except where it has obtained certifications from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

22) EEO/AA OBLIGATIONS: ITW Food Equipment Group is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and

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subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.