

Terms and Conditions, Supply of Goods and Services

1. **DEFINITIONS:** As used in this Agreement, the terms listed below are defined as follows:

- "JBT" means the seller hereunder, JBT Marel Corporation.
- "Buyer" means the party, or parties, other than JBTM identified in the Agreement.
- "STC" means these JBTM Standard Terms and Conditions for Supply of Goods and Services.
- "Order Confirmation" means a document between JBTM and the Buyer whereby the Buyer agrees to purchase the Work from JBTM and JBTM agrees to deliver the Work in accordance with the Agreement.
- "Proposal" means the technical document that sets out the specifications for the Work supplied by JBTM under the Agreement. Each Proposal shall incorporate therein all of the terms and conditions of the Agreement. For each project, Buyer and JBTM may sign a Proposal, which shall constitute agreement by both Buyer and JBTM of the Work supplied by JBTM for the related Price, whether or not signed. Proposal is interchangeable with quotation, quote or any other written document that sets out the specifications of the Work supplied by JBT.
- "Agreement" means the Proposal, Order Confirmation, STC, and other agreed documents, if any.
- "Work" means the services that JBTM is to perform under the Agreement including but not limited to any installation, refurbishment and maintenance of equipment ("Services") and the equipment, parts and other goods or items that JBTM is to provide under the Agreement ("Goods"), as specified in the Proposal for each project, not including the OmniBliu™ System, which is subject to separate terms and conditions.
- "Price" means the total amount due from Buyer under each individual Proposal; if not specified in the Order Confirmation, the Price shall be the price at the time of shipment.

2. **COMMENCEMENT OF WORK:** JBTM shall not be obligated to commence Work under the Agreement until the down payment is irrevocably received in JBTM's bank account or as otherwise agreed upon by the Parties.

3. **PRICES/PAYMENT:** A quotation for the Work given by JBTM, shall only be valid for a thirty (30) day calendar period from date of issue, otherwise the Price may be subject to change. Unless otherwise specified in the Proposal, Buyer will pay invoiced amounts net 30 days; the down payment is due with Buyer's Purchase Order, net 0. JBTM may place a finance charge, which will be the maximum allowed by law, on past due accounts. Buyer shall pay JBTM the full price and any additional expenses incurred by JBTM when delivery is delayed, suspended or otherwise not the date originally agreed to if attributable to Buyer's actions, omissions or written instructions. Notwithstanding any loss, theft, destruction or damage of Goods, the payments as contained herein shall continue to be paid by Buyer without offset. Buyer shall have no right to offset any amounts due to or become due to JBTM against any claims, charges, expenses or other payment of any kind whatsoever under any circumstances, including but not limited to any liability which may arise due to a breach or alleged breach of the Agreement or any provision thereof. If legal action is required to collect amounts owed by Buyer to JBTM, JBTM is entitled to recover all reasonable collection costs, including but not limited to attorney's fees and other legal costs incurred by JBTM in connection therewith.

4. **TAXES/OTHER CHARGES:** The Price does not include any applicable excise, sales, use, withholding, luxury, turnover (including without limitation value added and goods and services), purchase or similar tax, import/export fees, duties or tariffs, each as applied to Goods or Services, or Buyer's 3rd party (PO/invoicing system) service charges, access fees, application subscriptions, or document processing prices of any kind unless otherwise specified in the Agreement. Buyer shall be liable for payment of all such taxes, fees, import/export fees, duties or tariffs, Buyer system subscriptions, or document processing costs and charges. Any tax, import/export fees, duties or tariffs, or other similar fees required to be withheld by Buyer under the laws of any country for the account of JBTM shall be promptly paid by Buyer and on behalf of JBTM to the appropriate governmental authority.

5. **PRICE ADJUSTMENTS.** In the event that any new tariffs, duties, import/export taxes, or other government-imposed fees ("Tariffs") are enacted, or existing Tariffs are increased, after the Effective Date of this Agreement and such Tariffs directly impact the cost of goods or materials required for JBTM's performance of this Agreement, JBTM shall be entitled to adjust the pricing at any time in a good faith effort to reflect the impact of such Tariffs. JBTM shall also be entitled to increase pricing in response to shortages, price increases, and other factors negatively affecting the availability of commodities and electrical components ("Other Factors") required for the performance of this Agreement that arise following the effective date of this Agreement; any increase shall be made in a good faith effort to reflect the impact of such Other Factors. If such adjustments are necessary, JBTM shall provide written notice concerning the adjustment and an explanation of the impact of the Tariffs or Other Factors on the price of the applicable Goods and/or Services that JBTM is providing. JBTM and Buyer agree to negotiate in good faith to achieve a fair adjustment. If the parties are unable to reach an agreement within 15 days of the receipt of this notice, JBTM shall have the right to terminate this Agreement within 10 days' prior written notice, without liability. This clause shall not limit JBTM's rights under any other force majeure provisions contained in this Agreement.

6. **BUYER'S CREDIT; SECURITY INTEREST:** Should Buyer's financial condition become unsatisfactory to JBTM, in its sole discretion, advance payments, demands for assurances or adequate security may be required by JBTM for all deliveries hereunder. If JBTM makes a demand for assurance, the proper assurance shall be in the amount of any and all payments. JBTM reserves the absolute right, among other remedies, to terminate the Agreement or suspend further performance hereunder in the event Buyer fails to fully comply with the terms and conditions of the Agreement (including without limitation, failure to pay for any one shipment when same becomes due), or if Buyer becomes bankrupt or insolvent, or if Buyer fails to pay any of the taxes required by the Agreement with respect to the sale of JBTM's Goods and/or Services, or if Buyer fails to promptly provide the cash payment, demand for assurance or adequate security as required above. In the event of a termination by JBTM pursuant to the previous sentence, JBTM shall be entitled, upon demand, for payment by Buyer of, at JBTM's option, either (a) all costs and expenses already incurred or commitments made by JBTM in its performance hereunder, plus prorated amounts for overhead and profit based upon a percentage of completion, or (b) a restocking fee equal to 15% of the list price of the Goods sold hereunder, in addition to any late fees described in the "PRICES/PAYMENT" section of this Agreement.

To secure Buyer's obligations to JBTM, including the full, complete and prompt payment of all amounts owed by Buyer to JBTM with respect to the Goods sold hereunder, Buyer hereby grants, pledges, conveys and assigns to JBTM a lien on and security interest in the Goods sold hereunder and the proceeds thereof. Buyer will work with JBTM to file any financing statements JBTM deems necessary or appropriate to perfect the security interest granted herein. Buyer agrees to take any further steps and execute and deliver to JBTM any documents reasonably requested by JBTM which are necessary and appropriate to perfect the security interests granted herein. Buyer will not create or permit the existence of any lien or security interest (other than that created hereby) on such Goods without the prior written consent of JBT.

7. **ACCEPTANCE:** Buyer may choose to issue a purchase order to identify the Work for purchase and for its own internal purposes. However, unless accepted in writing by the signature of a duly authorized representative of JBTM, any of Buyer's terms and conditions contained in purchase orders, acceptances, acknowledgments, confirmations or other documents inconsistent with, different from, or additional to the terms and conditions herein, will be null and void, and in lieu thereof, the terms and conditions herein shall control. No modification hereof shall be binding upon JBTM unless such modification is in writing and signed by a duly authorized representative of JBT.

8. **ACCURACY OF BUYER'S INFORMATION:** Buyer shall be responsible for the accuracy of any designs, drawings, and specifications it provides to JBTM and shall hold JBTM harmless from any and all costs or expenses JBTM incurs due to any Buyer's errors or mistakes. The parties acknowledge that JBTM is relying on the completeness and accuracy of the information and data provided by the Buyer regarding Buyer's plant operations, and any incompleteness or inaccuracies in Buyer-provided information and data may have an adverse impact on the ultimate performance of the Work or on the workmanship and quality or operation of the Goods and Services provided by JBT. Buyer shall be liable for and shall pay for any such adverse impact (including without limitation, any delay, cost, charge, penalty, expense, injury or damage) arising out of or related to such incompleteness or inaccuracy.

It is understood that (a) JBTM has relied upon data furnished by or on behalf of Buyer with respect to the application, manner of use, location, connection to other pieces of equipment and safety aspects of the Goods or upon representations made by or on behalf of Buyer that the Goods will not be applied or used by Buyer or its customers in such a way as to detract materially from their safety in use, including without limitation in an installation of which the Goods will be a part or in the manufacture of another product in which the Goods will be a component; and (b) it is Buyer's responsibility to assure that the Goods when installed and put in use will be in compliance with safety requirements fixed by applicable law and will be otherwise adequate to safeguard against injuries and damage to persons, property and the environment.

In the event Services are to be provided under the Agreement, Buyer will inform JBTM of every technical modification to the equipment or parts in writing, that Buyer will perform or has performed on the equipment or parts which are subject to such Services. If Buyer does not accurately inform JBTM such modifications or Buyer modifies the equipment or parts independently without notification in writing to JBTM, JBTM may suspend the Services without any liability to JBT.

In the event any samples, drawings, descriptive matter or advertising is produced by JBTM or are contained in any catalogues or brochures or represented on JBTM's website, these are produced for the sole purpose of giving an approximate idea of the Works referred to therein. They shall not form part of the Agreement.

9. **CHANGES:** If Buyer requests a change in the Work which is acceptable to JBTM, then JBTM will give Buyer notice of a change order describing the change and any increase in Price or extension of delivery dates required by the change. If Buyer does not object to the change order within ten (10) calendar days from the date of notice, both parties will sign the written change order and then JBTM shall proceed with the change, and Buyer shall pay for the change as indicated in the change order upon issuance of JBTM's invoice.

10. **DELIVERY AND ACCEPTANCE:** Unless otherwise stated elsewhere on the Agreement, Goods are delivered EXW shipping plant Incoterms 2020. Buyer shall be listed as the importer of record. JBTM shall not be responsible for the arrangement of customs clearance or the payment of import fees and customs clearance duties for the Goods nor any Services or withholding tax applicable to the Services due to the rules of the place where Goods or Services are supplied. Deliveries are scheduled only after acceptance of an order, clarification of required technical information, including Buyer approval of drawings when required, and the agreed upon down payment has been made by Buyer and/or agreed upon payment security has been provided. Shipping dates are estimates, made to the best of JBTM's ability based on conditions prevailing at the time of quotation, and are not guaranteed. Buyer must immediately inspect or provide for immediate inspections upon delivery. All claims for alleged conspicuous defects are waived and Buyer shall be deemed to have accepted the Goods and/or Services, unless JBTM is notified of such claim within thirty (30) calendar days after receipt of the Goods or completion of the Services. JBTM shall be released from any time obligations if: (a) information, including but not limited to, data, drawings, schemes, or diagrams, necessary for design, manufacture, supply or delivery is not timely received from Buyer, is incomplete, or contains inaccuracies, (b) Buyer fails to perform any of its obligations under the Agreement, (c) unanticipated or different tests, controls or inspections must be conducted, or (d) Buyer requests variations to the Work from that specified in this Agreement. Buyer shall provide all permits and licenses required by the Federal, State or local authorities in connection with the delivery and installation of the Goods.

- BUYER'S DELAYS:** In the event JBTM is requested by Buyer to delay any aspect of JBTM's obligation (including but not limited to manufacture, transport, delivery, installation, test, handover and/or acceptance) related to any Goods or Services purchased under the Agreement, or if any delay is caused by a default of the Buyer or its agents, representatives or affiliates including (without limitation) delay caused by Buyer's breach of the Agreement, violation of law (including any tort) or willful misconduct, Buyer understands and agrees that JBTM's overall production and project schedules may be adversely impacted, and Buyer will indemnify JBTM against any costs associated with any such delay such as, but not limited to:
 - If the delay requires storage of Goods beyond the scheduled delivery date, a storage fee will be assessed for all delayed Goods pending final delivery and installation at Buyer's site(s).
 - Any additional costs incurred by JBTM in repairing and refurbishing the Goods to original condition following such storage period and prior to delivery to Buyer.
 - Any extra handling costs incurred in extra or double handling of the Goods to accommodate such Buyer caused or requested delays.
 - Any costs associated with labor and material cost increases.
 - Payment in full for the Goods completed in accordance with the Agreement schedule but placed into storage to accommodate the Buyer.
 - For any such delay that lasts for more than thirty (30) calendar days, JBTM will be entitled to revise its delivery dates, project completion schedule, and prices (including the Price).

12. **ON SITE SERVICES:** In the event that JBTM provides Services at Buyer's site or a third-party site, under the direction of Buyer, under the Agreement, Buyer is responsible for (a) buying and providing all parts, oil, grease, refrigerant, consumables, etc. used during the Service; (b) ensuring that a person responsible for the daily operation of the equipment or parts at the site is present during performance of the Services and for any additional visits; (c) ensuring that safety procedures are adhered to; (d) ensuring that the equipment and parts shall be cleaned and ready for Services; and (e) buying and providing, at its costs, original parts and materials for overhauls and repairs when JBTM's technicians will arrive on site. JBTM Service technicians will check, maintain, and install parts only if they are JBTM genuine and original parts. JBTM will be granted access to the Goods during normal working hours Monday through Saturday, and as agreed by prior arrangement on weekends and on holidays. JBTM personnel working hours are maximum 12 hours per day, 6 days per week (one rest day per week is mandatory) unless otherwise provided by applicable law. With particular reference to personnel safety, JBTM's supervisor shall under no circumstances perform Services under the Agreement without appropriate attendance of suitably qualified assistants or back-up personnel supplied by Buyer. JBTM may suspend performance of its obligations under the Agreement, if JBTM's parent company or any governmental authority or intergovernmental organization issues advice indicating that any of JBTM employees, agents or subcontractors should not travel to the place where any Services are to be performed. Such advice is a force majeure event. JBTM may suspend its performance of Services due to failure by Buyer to perform its obligations under the Agreement, and JBTM will not be liable for any costs or losses sustained or incurred by Buyer due to JBTM's suspension of performance due to such failure.

13. **INSPECTIONS:** Any inspection or audit by JBTM is limited to (a) the defined and finite scope of the inspection or audit, (b) the day and time of the inspection or audit and (c) if applicable, physical limitations in the ability of JBTM to view, observe, inspect, audit, and access all relevant components, and is in no way to be considered a guarantee or warranty given on the inspected or audited equipment or components, or a guarantee or warranty regarding the future use, operability, or suitability of inspected or audited equipment or components, or a guarantee against future unforeseen malfunctions of any equipment or components. When performing an inspection or audit and/or within its inspection or audit report, JBTM may have noted possible areas of concern outside of the scope of the inspection or audit. This is done out of JBTM's commitment to identify and communicate possible equipment and component safety issues when they are noticed. However, in doing so, JBTM assumes no responsibility regarding such safety issues that JBTM may have noted, or undetected issues that might exist.

14. **REMOTE CONNECTION:** Upon the Buyer's authorization, JBTM can provide remote connection functionality via internet with a direct link to the JBTM equipment in order to perform remote analysis or solve technical issues. It is Buyer's responsibility to activate and verify that the network connection is secure and Buyer's employees are aware of any ongoing remote activity. Buyer assumes responsibility for any damages (including, without limitation, those caused by worms, trojans, viruses, and malicious hacking) incurred by Buyer or its employees that arise from such remote connection. Remote connection functionality, if included or if purchased by Buyer, is a supplemental feature only and shall not be used as a substitute for Buyer exercising proper care regarding safety or maintenance of JBTM equipment. Buyer understands and agrees that it is Buyer's responsibility to exercise proper care regarding safety and maintenance of any equipment associated with remote assistance and that remote connection functionality is dependent on third-party hosting providers and the performance of the internet, none of which is warranted in any respect by JBT. In addition, Buyer acknowledges that remote connection functionality may not detect all conditions that could be harmful, create downtime, or be of interest to Buyer. Moreover, notwithstanding any other provision in the Agreement, Buyer understands and agrees that JBTM shall have the absolute right to gather, store and analyze any and all data, including but not limited to error data, event and performance logs, and process data associated with remote connection functionality provided to Buyer. Further, to the extent that any data is not owned by JBTM, Buyer hereby grants JBTM a nonexclusive, irrevocable, and assignable right and license to gather, store and analyze any and all data associated with the remote connection functionality provided to Buyer.

15. **WARRANTY:** JBTM shall assign to Buyer, where possible, any warranties received by JBTM from suppliers or manufacturers for components that JBTM, its subsidiaries or affiliates do not manufacture and that JBTM is authorized to pass on to Buyer, and JBTM shall not have any liability for such items. Unless otherwise specified, or mentioned in Addendum A, the "Warranty Period" shall mean: (i) for new equipment: eighteen (18) months from date of shipment or twelve (12) months from the date of completion of installation, whichever occurs first; and (ii) for parts and Services (excluding parts that are components of new equipment, which are covered by (i) above): six (6) months from shipment of parts or completion of Services. For the Warranty Period, JBTM warrants that (a) the Services will be performed in a workmanlike manner; and (b) the Goods delivered will be free from defect in material and workmanship. JBTM also warrants that it possesses all licenses and copyright, data rights, typography rights, design rights, trademarks, trade names, utility models, patents, and any other intellectual property rights of similar nature (whether or not registered) existing anywhere in the world in or associated with the Goods (the "Intellectual Property Rights") and (c) the Goods will not infringe any third party Intellectual Property Rights. This warranty shall not apply (i) if Buyer fails to comply with its payment obligations under the Agreement; (ii) if Buyer fails to follow the operation and maintenance manuals and/or instructions provided by JBT; (iii) if Buyer uses, obtains, purchases, incorporates or attaches components or parts not supplied by JBTM to the Goods; (iv) if Buyer purchases, obtains, contracts or subcontract services not performed or supplied by JBT; (v) to normal wear and tear parts and consumables; or (vi) if JBTM determines that Goods otherwise subject to the warranty have been subjected to abuse or other improper use. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JBTM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO ANY GOODS DELIVERED OR SERVICES RENDERED IN CONNECTION WITH THE

AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR OTHER QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

JBTM is not responsible for the properties and safety of any product processed by Goods furnished by JBT. The user of the Goods is responsible for all food products produced and compliance with applicable food safety regulations and general requirements, in the country of manufacture and consumption.

16. LIMITATION OF REMEDY AND LIABILITY: JBTM's liability under the Agreement is, and Buyer's exclusive remedy, shall be limited to (a) in the case of a breach of warranty with respect to Intellectual Property Rights, the intellectual property indemnification provision set forth herein; (b) the re-performance of Services found to be defective; (c) the repair or replacement (at JBTM's option) of Goods found to be defective, returned FCA Incoterms 2020 JBTM's factory, at Buyers cost; or (d) if, in JBTM's sole discretion, re-work, repair or replacement will not remedy a claimed defect or failure of the Work to comply with any express warranties, Buyer's remedy is limited to repayment of any amounts paid on the Price, cancellation of the Agreement and return of the Goods FCA Incoterms 2020 JBTM's factory. JBTM shall not be liable for labor and/or expenses to remove, replace, re-install, or subsequently inspect the Goods, nor for transportation or freight of the Goods. If the Goods, or other equipment supplied under the Agreement, have been used for a period of at least thirty (30) calendar days, JBTM may deduct a reasonable depreciation charge from the repayment of the Price. Buyer will give JBTM access to and cooperate in repair of the Goods and, at JBTM's request, permit JBTM to oversee their removal. **NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE HEREIN, THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES MAY THE TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT FOR ALL OF JBTM'S EXPOSURE EXCEED THE PRICE OF THE APPLICABLE PROPOSAL/PO OR US \$1,000,000, WHICHEVER IS THE LESSER AMOUNT.**

17. NO CONSEQUENTIAL DAMAGES: NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT OR IN TORT, DIRECTLY OR UNDER ANY INDEMNITY, FOR LOST PROFITS, LOSS OF GOODWILL OR OPPORTUNITY, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTION OR DELAY OF PRODUCTION, HOWEVER SAME MAY BE CAUSED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES COSTS.

18. PROPRIETARY RIGHTS:

- No Assignment of Rights.** Nothing contained in the Agreement shall be construed as an assignment or grant to Buyer of any right or title to the Intellectual Property Rights associated with the Work or for any other related information or data supplied by JBTM or its licensors.
- Confidential Information.** Buyer agrees that the Work, its design and process know how, instructions on usage, and any other related information or data supplied by JBTM (the "Confidential Information") constitute valuable trade secrets and proprietary information of JBTM or its vendors or subcontractors. Buyer agrees that it shall hold the Confidential Information in confidence and secrecy. Buyer shall not use Work or the Confidential Information except as expressly authorized by the Agreement or except to operate and maintain the Goods supplied or serviced hereunder. Further, Buyer shall not disclose the Work provided hereunder or Confidential Information to any party other than its employees or agents who need to use it in order to operate or maintain the Goods supplied or Services provided hereunder. Confidential Information shall not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; (d) is required by law to be disclosed; or (e) is independently developed by the receiving party without reference to Confidential Information.
- Copying.** Buyer agrees that it shall not, in whole or in part, copy, disclose, reverse compile, disassemble, reverse engineer, or make any unauthorized use or modification of the Work. Buyer further agrees that it shall not make, or permit any person to make, any drawing, photographs or other reproduction of the Work other than of the external Work as a whole or as otherwise authorized by the JBT. Notwithstanding the foregoing the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
- Software License.** To the extent any software is being delivered hereunder (whether or not embedded in any Goods), such software and accompanying documentation (collectively the "Software") is owned or licensed by JBTM and protected by U.S. and international copyright laws, treaties, and conventions. JBTM grants to Buyer a non-exclusive, non-transferable license to use the Software in operating the Goods. If Buyer uses the Software beyond the scope of this license, including making alterations to or copying the Software, then JBTM may terminate such license without prior written notice. Upon termination of the Agreement or the license related thereto, Buyer shall promptly return to JBTM or destroy (and certify such destruction) all copies of the Software.
- Intellectual Property.** "Intellectual Property" shall mean inventions and discoveries, patentable or not, trade secrets, trademarks, service marks, patent applications, patents, trademark applications, trademark registrations, copyrightable materials, copyright applications and copyright registrations, foreign or domestic, of a party. "Background Intellectual Property" shall mean all Intellectual Property owned by or licensed to a party (a) developed prior to entering into the Agreement; and/or (b) developed outside the scope of any Work performed pursuant this Agreement. Unless otherwise expressly set forth herein, a party shall retain all rights and ownership interest to its Background Intellectual Property. "Project Intellectual Property" shall mean all Intellectual Property, including, without limitation, proprietary technical, engineering, and business information, reports, studies, analysis, models, or other similar data and documents that are developed in the performance of any Work under the Agreement regardless of whether such Project Intellectual Property is developed by Buyer, JBTM, or their respective employees, agents or contractors. JBTM shall own all right, title and interest in any Project Intellectual Property that relates to products or services manufactured or provided by JBT. JBTM hereby grants to Buyer a worldwide, non-exclusive, non-sub-licensable license to use any Project Intellectual Property owned by JBTM solely for the purpose of the operation and maintenance but not remanufacture of any Goods provided to Buyer by JBTM under the Agreement. Buyer shall own all right, title, and interest in all Project Intellectual Property that does not relate to products or services manufactured or provided by JBT. Buyer hereby grants to JBTM a worldwide, non-exclusive, non-sub-licensable license to use any Project Intellectual Property owned by Buyer solely for the purposes of the manufacture of Goods for or provision of Services to Buyer under the Agreement. To the extent that any Background Intellectual Property belonging to a party is necessary for the other party to fully enjoy the Project Intellectual Property license granted to it herein, then any such Project Intellectual Property license shall also include a non-exclusive, worldwide, royalty-free license to use any such Background Intellectual Property solely to the extent that such Background Intellectual Property is necessary to practice said Project Intellectual Property. This paragraph shall be strictly limited to the above grant and shall not be construed as granting to either party a general license to or any ownership rights in any Background Intellectual Property owned by the other party.
- Access to Data.** Buyer shall ensure and warrants that all necessary rights, licenses, consents and/or permissions have been granted and/or obtained from third parties (including, without limitation, Buyer's employees, officers, representatives and contractors) for JBTM lawfully, during the term of and/or for the purpose of the Agreement, (a) to access any data, including (without limitation) any personal data, held by Buyer and to which JBTM may have access, and (b) in order to comply with JBTM's obligations and duties arising out of the Agreement, for JBTM to process such data. Buyer further warrants that it complies with all requirements of applicable law to safeguard the security of such data and that JBTM is not in breach of any applicable law by accessing or processing such data. Buyer shall indemnify and hold JBTM harmless against any claim arising out of or related to (i) Buyer's failure to safeguard the security of such data, and/or (ii) a breach of Buyer's warranty that JBTM is not in breach of any applicable law by accessing or processing such data.

19. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT: Buyer agrees to promptly notify JBTM, in writing, of any notice, claim or suit alleging that the Work delivered hereunder infringes any third party's Intellectual Property Rights, and JBTM will defend and indemnify Buyer from any such claim or suit, provided and upon condition that (a) Buyer promptly delivers to JBTM all notices and other papers received by or served upon it, (b) JBTM is permitted to take complete charge of its defense and to compromise the same, if JBTM deems it advisable, (c) Buyer gives JBTM its full cooperation; and (d) Buyer does not by any act, except as may be required by law, or compelled during or as a result of legal proceedings materially impair or compromise the defense of such suit or proceeding. Buyer, at its option and expense, may be represented in any such suit or proceeding by attorneys of its own selection. If in such suit or proceeding, the Work or any portion thereof is held to constitute infringement and its use enjoined JBTM will, at its own expense and option, either procure the right for continued use thereof, rework, replace, or modify the affected portion so that it becomes non-infringing, or accept return of such infringing portion and refund a pro rata portion of any amount paid by Buyer for such portion. Buyer is not entitled to recover damages from JBTM because of such an injunction. If Buyer provides the applicable specification that is the subject of the infringement claim, if Buyer materially alters or

modifies any Work delivered hereunder, or any portion of it, or uses the Work or any portion of it with software or equipment that JBTM did not supply to Buyer, then this indemnification provision will not apply and JBTM will have no liability whatsoever for intellectual property infringement claims that may arise and Buyer will indemnify and hold JBTM harmless from any such claims. This states the entire liability of JBTM with respect to alleged intellectual property infringement by the Work.

20. RISK OF LOSS AND TITLE TRANSFER/GOODS FOR EXPORT: In accordance with the "Delivery and Acceptance" section, JBTM and Buyer agree that the passage of risk and responsibility for specific carriage insurance set out in the applicable Incoterms shall be qualified by the terms of the Agreement. Title in the Goods shall pass to Buyer upon full and final payment of the Goods by Buyer. JBTM may enter Buyer's premises to inspect the Goods and, if Buyer does not fulfill its obligations under the Agreement, to repossess and remove the Goods. Buyer will not move the Goods from the premises in which they were first installed until the Price has been paid in full. Buyer and JBTM agree that the Goods are personal property, and they shall retain that character no matter if or how affixed or attached to any structure. Buyer shall advise JBTM of the true and ultimate destination of the Goods. Unless otherwise expressly stated, JBTM presumes Goods are destined for ultimate delivery in the United States of America. If Goods are exported without its knowledge, JBTM shall not be liable for packaging, marking, labeling, documentation, or warranty deficiencies which may result.

21. INDEMNIFICATION: Without limiting JBTM's obligations as provided above to repair or replace defective parts and to indemnify Buyer with respect to intellectual property infringement claims, each party shall indemnify, defend, and hold harmless the other party, from and against any third party loss, liability, claim, or action, to persons, property ("Loss") to the extent that such Loss was caused by the indemnifying party or its agents, subcontractors, or affiliates. The indemnification and assumptions of liability and obligations herein provided shall continue in full force and effect notwithstanding the termination of the Agreement whether by expiration or time, by operation of law, or otherwise.

22. DATA PROTECTION: Buyer and JBTM will observe compliance with the EU General Data Protection Regulation 2016/679 (the "GDPR") and any other applicable legislation regarding privacy, data protection and security (together "Data Protection Legislation"). Where applicable, based on aforementioned Data Protection Legislation, Buyer will duly inform individuals about the processing of their personal information through the Services provided by JBT.

23. SUSPENSION OR TERMINATION OF ITS PERFORMANCE BY JBT: If Buyer fails to timely pay any invoices issued hereunder, JBTM reserves the right to suspend its performance under the Agreement or terminate the Agreement, either choice without any liability.

24. TERMINATION BY BUYER: Buyer may not terminate this Agreement without JBTM's prior written consent unless JBTM is in material default and fails to perform its obligations. If Buyer purports to terminate the Agreement for its convenience or if Buyer otherwise repudiates this Agreement, Buyer will be liable to JBTM for the Price and all of its costs and other commitments incurred to the date of purported termination or repudiation.

25. ENTIRE AGREEMENT, SEVERABILITY AND AMENDMENTS: This Agreement, including those Agreement Documents referenced in the "AGREEMENT DOCUMENTS" section of this Agreement, constitutes the entire understanding between Buyer and JBTM, and supersedes all contemporaneous and previous agreements and understandings between Buyer and JBTM relating to its subject matter. Any promises, representations, warranties or guarantees not contained herein shall have no force and effect unless in writing signed by JBTM and Buyer. Should any provision herein be contrary to, prohibited by, held unenforceable under, be deemed invalid or in conflict with the applicable laws or regulations of any jurisdiction, such provision shall be (1) deemed inapplicable and omitted to the extent contrary, prohibited, unenforceable, invalid or in conflict, but (2) the validity of the remaining parts or provisions shall not be affected and shall be given effect so far as possible and the extent possible, the parties shall replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision. No amendment of this Agreement shall be valid or binding unless in writing and duly signed by authorized representatives of each party.

26. FORCE MAJEURE: A party shall not be liable for any loss or damage suffered by the other party, directly or indirectly, from any failure or delay in delivering and/or performing under the Agreement that is caused by circumstances beyond that party's control, including but not limited to, fires, computer or telecommunications systems failures, floods, natural disasters, epidemics, on-going pandemics, war, riot, civil disturbances, terrorist acts, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by any central, federal, regional or other state authority, interruptions of or delay in transportation, material shortages/availability, strikes, power failures, inability to obtain materials and supplies, accidents, explosions, acts of God, or other causes of like or different character beyond that party's control ("force majeure event"). The party subject to such force majeure event shall immediately notify the other party in case of a force majeure event. The time for delivery and/or performance shall be extended during the continuance of such force majeure event and for a reasonable time thereafter. JBTM shall have the right to adjust the Price if its cost of performing under this Agreement has increased during the continuance of such force majeure event and if the force majeure event continues for more than thirty (30) consecutive calendar days, JBTM may terminate the Agreement and Buyer pays only for the Work that has been provided up to the termination date including any costs incurred by JBTM through the termination date.

27. NOTICES: Any notice required or permitted herein shall be (a) in writing, (b) delivered by courier, nationally recognized overnight courier, or by express, registered or certified mail, postage prepaid, return receipt requested, and (c) addressed to the parties to the Agreement. The date of receipt shall be deemed to be the date on which such notice was actually received or officially recorded as delivered. Any notices given to JBTM shall include a copy to JBTM JBTM Corporation, Attn. General Counsel, 70 West Madison Street, Suite. 4400, Chicago, Illinois, 60602, U.S.A. Each party shall promptly give the other party written notice of any change of address.

28. GOVERNING LAW: This Agreement is construed to be between merchants and any dispute arising out of or in connection with it, including a dispute as to the validity, existence, or termination of this Agreement is governed under the laws of the State of Delaware, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.

29. DISPUTE RESOLUTION: This Agreement is set forth in the English language. In the event of any dispute arising under this Agreement, the English language will govern the interpretation, meaning and intent of this Agreement. If there is any dispute, or difference arising out of, or relating to this Agreement or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference, by consulting and negotiating with each other, in good faith and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. If the parties cannot resolve such dispute, or difference, up to the level of each party's Division President within ninety (90) calendar days after a party's initial notice of the dispute the parties shall be free to litigate their differences. Any dispute arising out of or in connection with this Agreement, including a dispute as to the validity, existence or termination of this Agreement shall be governed under the laws of the State of Delaware. The prevailing party in litigation, including any appeal or petition for review, will be entitled to recover reasonable attorney fees and costs.

30. ASSIGNMENT: Neither party may assign its rights or delegate the performance of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, JBTM may assign to any of its affiliates or parent, its rights or delegate or subcontract the performance of its obligations under this Agreement, in whole or in part, without Buyer's consent. All the terms hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Upon such assignment, JBTM shall be released from all obligations under this Agreement.

31. AGREEMENT DOCUMENTS: The following documents (including any attachments to these reference documents) are incorporated into this Agreement herein by reference in the order of precedence:

- Proposal
- Order Confirmation referencing the Proposal above
- Standard Terms and Conditions for Supply of Goods and Services
- Purchase Order of Buyer (excluding any Buyer's general terms and conditions)

ADDENDUM A – WARRANTY PERIODS

1. Definitions applicable to this Addendum:

- A. **“Mechanically Complete”** means: The installation and completion of all items for which JBTM is listed as the responsible party in the Responsibilities section of JBTM’s proposal. Completion of these items shall make the Equipment ready for mechanical start up, less any work for which other parties are responsible.
- B. **“Consumables”, “Consumable Items” or “Wear Parts”** shall collectively mean: items including but not limited to: lubricants, fluids, filters, belts, bushings, bearings, bulbs, fuses; items with the term “wear” in the item description; any product or part which has a life, under normal usage, inherently shorter than three (3) months or one thousand forty (1040) hours of operation; items otherwise expected to wear out or be consumed under normal usage in a significantly shorter period of time as compared to an entire piece of equipment. FOR ALL WARRANTIES: CONSUMABLES, CONSUMABLE ITEMS, AND WEAR PARTS ARE EXCLUDED.
- C. **“Substantial Completion”** means JBTM has completed its Work to the extent that the Customer may use the Work as intended, less any minor “punch list” items.
- D. **“Beneficial Use”** means: When the Customer begins using the equipment for its intended purpose.
- E. **“Parts”** means, for the purpose of differentiating their Warranty Periods from whole equipment: Individual components distinguishable from whole equipment, which may be reworked, replaced or purchased separately from whole equipment.
- F. **“Cosmetic Damage”** means: Damage that does not affect the functionality of the Equipment or Part, including but not limited to, scratches, scuffs, dents, minor surface rust, discoloration, or other damage caused by normal wear and tear. Cosmetic damage is excluded from warranty.
- G. **“Work”** if not defined elsewhere in the Agreement, shall mean the services that JBTM is to perform under this Agreement (“Services”) and the equipment, Parts and other goods or items that JBTM provides under this Agreement (“Goods”).
- H. **“Reconditioned Equipment”** means equipment that is not new but has been refurbished for resale.

2. General: Warranty Periods are divided into JBTM product families and vary due to the nature of the Equipment or Part. Equipment Warranty Periods do not apply to leased, loaned or rented equipment. For all post-Warranty Period Services: 6 months from completion of services. For all reconditioned equipment sales and for electrical parts purchases: 6 months from shipment. For all mechanical parts purchases unless otherwise noted: 6 months from shipment. For goods that JBTM, its subsidiaries or affiliates do not manufacture, JBTM shall assign to the Customer, to the extent possible, any warranties received by JBT. For all “as is” equipment sales: no warranties are included. Normal wear and tear or deterioration of parts or equipment is excluded from warranty.

A. For DSI, Double D, Formcook, Stein, Frigoscandia, and Northfield products:

Including Cooking, Frying, Breading and Battering, Portioning, Freezing, Chilling, and Proofing equipment, and other Goods within these product lines:

For new equipment:

- Twenty-four (24) months from date of shipment or eighteen (18) months from JBTM’s notification to Customer that equipment is Mechanically Complete, whichever occurs first; Exclusions apply.
- DSI Dual Robotic Harvesting System warranty period is twelve (12) months from JBTM’s notification to Customer that equipment is Mechanically Complete.
- DSI systems, other than DSI Dual Robotic Harvesting System, the warranty period is twenty-four (24) months from date of shipment or eighteen (18) months from JBTM’s notification to Customer that equipment is Mechanically Complete, whichever occurs first.

B. For Wolf-Tec, MCM (Marination and Cured Meats) Products, and C.A.T. Products:

Including Wolf-Tec Brine injectors, Macerators, Massagers, and other equipment within these product lines, and including C.A.T. (Mepsco) Marination and Injection Systems, (Mepsco) Mixing & Chilling Systems, C.A.T. Chillers, Pumps & Vacuums, Weighing Systems, Refrigeration products, and other Goods within these product lines:

For any Goods covered by JBTM’s quotation, under normal operating conditions in the plant of the original purchaser;

- For mechanical components: Twelve (12) months or two thousand eighty (2080) hours of operation, whichever comes first, from the date of shipment;
- For electrical components: Six (6) months or within one thousand forty (1040) hours of operation, whichever comes first, from the date of shipment.

C. For Prime Equipment Products:

Including poultry processing equipment in the areas of quality control, overhead conveyors & systems, blood handling, scalding, picking & hock cutting, paw processing, evisceration, whole bird chilling, water re-use & screening, feather & offal screening, cut-up & deboning, skinning, wing & tender processing, and portioning.

For new equipment and parts:

- One hundred twenty (120) days from the date received by the customer.

D. For Alco (alco) Products:

Grinding, Mixing, Forming, Flattening, Cutting, Coating, Roasting, Frying, Cooking, Fermenting, Pasteurizing, Cooling/Freezing and other equipment within its product lines.

- Max. 2000 operating hours but not longer than one (1) year. The one-year period begins on the day of Delivery. Excluded from the warranty are all used systems as well as all electrical and Wear Parts.

E. For XVision Flexscan Products:

- Twelve (12) months from date of shipment or 5,000 hours of usage, as indicated on the side of the device, whichever expires first;
- For replacement parts, excluding Consumables: Twelve (12) months from date of shipment.

F. For Tipper Tie Products:

Including Clippers and Clip Systems, Hanging Systems, Cut Emulsifiers, Chop Bowl Cutters, related consumables, and other equipment within these product lines:

- For Clip, Loop and Wire products: 60 days from date of shipment.

- For Parts, Clipper and Machines: 6 months from date of shipment.

G. For A&B Processing Products:

Including Melt systems, HTST and Vat Pasteurization, Batching & Blending systems, Dairy Transfer, Processing, Handling and Drying systems, and other equipment within these product lines:

For Melt systems, HTST & Vat Pasteurization, Batching & Blending systems, Dairy Transfer, Processing, Handling and Drying systems;

- Twelve (12) months from the date of acceptance of the equipment by the Customer or eighteen (18) months from the date the equipment is ready to ship, whichever is earlier.

H. For Automated Systems Products:

Including Automated Guided Vehicles (AGV) systems and other new equipment within this product line:

For products manufactured by JBT;

- Twelve (12) months from the date of Final Acceptance or Substantial Completion, whichever occurs first.

For products not manufactured by JBTM (except for integral parts of JBTM's Products, to which the warranties set forth above will apply):

- JBTM will provide the warranty, if any, given by the manufacturer of those products.

If the Customer chooses to place into operation any part of a system (for the purpose for which the system is intended), prior to completion of any acceptance testing, then the Warranty Period will commence for that portion of the system placed into operation.

I. For Canning Products: (Preservation Systems NA)

Including Aseptic Processing, Filler-Closers, Rotary and Hydrostatic Sterilizers, tomato and fruit Processing systems, and other equipment within these product lines:

For Equipment and Services: Twelve (12) months from shipment or six (6) months from installation, whichever is earlier.

J. For Fruit and Juice Products:

Including Chopper Blenders, Finishers, Beltroll Sizers, Brush Washers, Quick Fiber Devices, Roller Spreaders, and other equipment within these product lines:

For new equipment not part of a lease agreement:

- Eighteen (18) months from shipment or twelve (12) months from installation, whichever is earlier.

K. For Fresh Produce Technologies Products:

Including Bin Scrubbers, Dryers, High-Pressure Washers, Labelers, and other packing equipment within these product lines, excluding wax, coatings, labels and other chemicals:

For new equipment not part of a lease agreement:

- Twelve (12) months from shipment or six (6) months from installation, whichever is earlier.

L. For Avure Products:

Including High Pressure Processing machines and other equipment within this product line:

- Avure warrants all Goods of its manufacture furnished under this Agreement to be free from defects in workmanship and material for the lesser of: (i) 100,000 cycles, or (ii) a period of twelve (12) months from the date of Goods acceptance by Buyer. An additional cycle / time vessel and frame warranty is outlined below. If the system is not installed and commissioned due to Buyer's delay within six (6) months of Avure's notice that the system is ready to ship Ex Works point of manufacture, the warranty is reduced to three (3) months from final installation and commissioning.
- Avure warrants all wire wound vessels and wire wound frames of its manufacture furnished under this agreement to be free from defects in workmanship and material for the lesser of:
 - Wire Wound Vessel
 - Pro-rated warranty for 200,000 cycles or 4 years, whichever first occurs, based on adherence to recommended maintenance practices.
 - If the wire wound vessel fails prior 100,000 cycles or four years whichever first occurs, it will be fully covered under warranty for the cost of the replacement vessel and Avure labor to install the vessel. Other parts and rigging associated with the replacement are not covered.
 - If the wire wound vessel fails between 100,000 and 200,000 cycles or 4 years, whichever first occurs, the warranty will be pro-rated based on the formula of the number of cycles at failure divided by 200,000 (i.e. – failure at 140,000 cycles $\{140,000 / 200,000 = 0.7\}$ = 70% of the product warranty used, so warranty will cover 30% of the cost of the replacement vessel).
 - Wire Wound Frame
 - Pro-rated warranty for 400,000 cycles or 4 years, whichever first occurs, based on adherence to recommended maintenance practices.
 - If the wire wound frame fails prior 100,000 cycles or four years whichever first occurs, it will be fully covered under warranty for the cost of the replacement frame and Avure labor to install the frame. Other parts and rigging associated with the replacement are not covered.
 - If the wire wound frame fails between 100,000 and 400,000 cycles or 4 years, whichever first occurs, the warranty will be pro-rated based on the formula of the number of cycles at failure divided by 400,000 (i.e. – failure at 240,000 cycles $\{240,000 / 400,000 = 0.6\}$ = 40% of the product warranty used, so warranty will cover 40% of the cost of the replacement

frame).

- The warranties of this section do not cover normal wear and tear or deterioration. This applies, for instance, to wear parts such as high-pressure seals, filters, high-pressure valves, etc. Avure is, however, liable for first-class materials and workmanship. In addition, the notion "circumstances" is defined as "all circumstances which are to be attributed to acts or omissions of the Buyer which have caused damage to the Goods".

M. For Proseal America Inc. Products:

Including tray-sealing equipment and other equipment within its product line.

For new equipment not part of a lease agreement:

- Twelve (12) months from the date of delivery.

For new bench-top equipment, twelve (12) months from the date of delivery, provided the bench-top equipment is returned to Proseal per the terms of the customer quotation.

Proseal Warranty does not cover Tooling.

N. For FTNON Products:

Including Magnetic Onion Peelers, Cabbage Coring Machines, Centrifuge Equipment and other robotic food processing equipment within these product lines.

Goods delivered by FTNON under this Agreement will be free from defect in material and workmanship for a period of 12 months from Ex-Works Delivery date or 6 months after Site Acceptance Testing, whichever is earlier.

O. For Bevcorp Products:

Mechanical Rotary Fillers, Electronic Volumetric Fillers, Lubrication & Electrical Systems, Custom Safety Guarding, Blending, deaeration & CIP Systems and other equipment within its product lines.

- New equipment for a period of one (1) year providing installation and start-up commissioned by Bevcorp (unless otherwise contracted in writing).
- Production ready equipment ninety (90) days providing installation and start-up commissioned by Bevcorp (unless otherwise contracted in writing).
- Repairs to machinery and equipment for a period of six (6) months.
- Parts or components manufactured by Seller for a period of one (1) year.
- Parts or components remanufactured or rebuilt by Seller for a period (6) months.
- Parts or components obtained by Seller from suppliers shall be subject only to the warranty provided by and enforceable against the manufacturer of such parts or components.
- Seller shall not be responsible for the replacement cost of parts, components and materials furnished by Customer that are damaged or spoiled by Seller in its process period due to existing deficiencies or defects. The obligation with respect to the above-described warranty shall be limited to repair or replacement by Seller of those repairs or parts, exclusive of normal wear components (rubber goods such as seals, cam blocks, springs, guides, etc.) furnished by Seller which, based on its examination, inspection and determination, have become defective as a result of ordinary and normal use and proper lubrication and maintenance in accordance with the design purpose and intended application of the machine or equipment, provided written notice of such defect is given by Customer within seven (7) days after such defect is first discovered. Inspection of the machine or equipment may occur at Customer's plant or at a location to be determined by Seller at its discretion. The warranty does not cover expenses incurred by Customer in reworking, repairing, or replacing such defective repairs and parts, or of supplying any missing parts, except upon written consent of Seller. In no event shall such warranty cover costs of transportation, rigging, disassembly, inspection and/or installation of the subject parts replaced or of the repaired machine or equipment. Under no circumstances shall Seller have any liability for payment for any consequential, incidental, indirect, or special damages of any kind including, but not limited to lost revenues. In no event shall Seller's liability hereunder exceed the total amount of the original order placed by Customer for the warranted goods or services.

3. In the event that a Warranty Period is not specified for a particular product or service herein, the Warranty Period shall be six (6) months from date of purchase, or the amount of time for which such product or service is expected to last under normal operating conditions or generally accepted industry standards, whichever period of time is less.

NOTE: All warranty claims are to be made to JBTM in writing within an appropriate time after the discovery of any fault, and no later than within 7 days of the expiration of the applicable Warranty Period and include documentation giving reasonable evidence of the validity of the warranty claim. Claims made after that period of time are not covered under any warranty provisions herein, unless explicitly stated otherwise in a specific JBTM quote upon which an order is based. Any cause of action arising out of or related to the Product or any JBTM Product warranty shall be brought within one year from the date the claim was discovered or should have been discovered, whichever occurs first. These terms and conditions does not include cover OmniBlu.

While this Addendum's primary focus is on defining applicable Warranty Periods across JBTM product families, the body of this Agreement includes additional warranty provisions, and applicable warranties shall not apply under various conditions. Please refer to the warranty provisions of the Agreement for further information.