

1. Acceptance. These terms and conditions of sale (“Terms”), any Peerless quotation, dealer agreement, acknowledgment or invoice and all documents incorporated by specific reference herein or therein (“Peerless Documents”) constitute the complete terms governing the sale of products including but not limited to equipment, accessories, and parts (“Products”) or services (“Services”) by Peerless Food Equipment (“Peerless”) to the customer purchasing from Peerless (the “Purchaser”). PEERLESS HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS OR IN PURCHASER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not Peerless clicks on an “ok,” “I accept,” or similar acknowledgment. Commencement of any work by Peerless or Purchaser’s acceptance of delivery of the Products or Services will manifest Purchaser’s assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of a Peerless Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of Peerless; (b) Peerless Document terms; (c) these Terms.

2. Quotations. Quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to approval of Purchaser’s credit. Peerless may refuse orders and has no obligation to supply Products or Services unless Peerless issues an order acknowledgement or upon the shipment of Products or commencement of Services.

3. Prices and Payment Terms. Prices are in U.S. Dollars and are subject to change without notice. All orders are accepted subject to Peerless’s price in effect at time of shipment. Prices do not include any sales, use, value-added or other taxes, import duties, license fees or like charges (“Fees”) related to the sale, importation or use of Products or Services, and Purchaser is responsible for those Fees. If Peerless is subsequently required to pay any Fees, Purchaser shall fully defend and indemnify Peerless therefor. Payment for order(s) of accessories or parts is due prior to delivery. Unless otherwise agreed upon by Peerless in writing, Purchaser agree to pay for equipment orders as follows:

- 50% of the equipment purchase price due with Purchaser’s order,
- 40% of the equipment purchase price due 45 days prior to delivery date,
- 10% of the equipment purchase price due prior to delivery date.

Overdue payments will incur interest at the rate of 1.5% per month, or at the maximum rate allowable by governing law. Purchaser’s inspection rights herein will not affect the payment terms. Under no circumstances will Purchaser have a right of set-off. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify Peerless for all associated costs incurred by Peerless, including reasonable attorney fees and court costs.

4. Credit Approval. All shipments are subject to approval by Peerless’s credit department. Peerless may invoice Purchaser and recover for each shipment as a separate transaction. If, in Peerless’s sole judgment, Purchaser’s financial condition is or becomes unsatisfactory, then Peerless may, without prejudice to any of its other remedies: (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance; and/or (b) terminate any or all of Purchaser’s purchase orders.

5. Cancellation or Modification. Peerless may cancel any purchase order or release thereunder, or terminate any agreement relating to the purchase of Peerless’s Products or Services upon reasonable prior written notice to Purchaser. Once Peerless has accepted a purchase order or begun taking actions with respect to a purchase order, Purchaser cannot cancel or modify that purchase order except with Peerless’s written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits. Should Purchaser delay delivery, Purchaser shall incur a storage fee of 1% of the purchase price per month from the original date of delivery.

6. Factory Acceptance Testing. Purchaser shall inform Peerless of any testing requests at order placement. Should Peerless agree in writing to conduct a factory acceptance test (“FAT”) of equipment for Purchaser, Peerless will notify Purchaser when the equipment is ready for the FAT (“FAT Notification Date”). Peerless and Purchaser shall schedule and conduct the FAT within 10 business days of FAT Notification Date at Purchaser’s cost. Should Purchaser delay the FAT, Purchaser shall incur a storage fee of 1% of the purchase price per month from the FAT Notification Date until delivery.

7. Inspection / Non-Conforming Shipments. Purchaser may inspect Products for a period of 15 business days after delivery (“Inspection Period”). Purchaser must notify Peerless in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford Peerless a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide Peerless such written notice within the Inspection Period, Purchaser will be deemed to have accepted the Products. Should Peerless agree in writing that any payment is contingent on a site acceptance test (“SAT”), Purchaser must conduct the SAT within 60 days of delivery or the Product shall be deemed accepted by Purchaser. Purchaser may not return any Product without Peerless’s prior written authorization. Any return authorized by Peerless must be made in accordance with Peerless’s return policies. Purchaser will be responsible for all costs associated with returns of Products and will bear the risk of

loss, unless Peerless agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Any variation in quantities shipped over or under those ordered (not to exceed 10%) will constitute compliance with Purchaser's order, and the stated price per item will continue to apply.

8. Delivery. Peerless anticipates use of common carriers for shipment of Products. The carrier, and not Peerless, will bill for freight rates and other shipping charges. Payments for such charges shall be paid by Purchaser directly to the carrier. All Products will be shipped ExWorks Peerless's facility (Incoterms 2010) unless otherwise agreed upon by the parties in writing. Should Peerless agree to arrange freight, all associated costs including reasonable handling charges shall be invoiced to Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. Peerless may ship items in a single or multiple shipments. Risk of loss shall pass to Purchaser upon delivery in accordance with the applicable shipping term. Purchaser assumes all risk and liability for loss and use or misuse by third parties who acquire or use the Products illicitly after delivery. Purchaser must notify Peerless and the delivering carrier within 15 business days from date of receipt of Products, of any damage or shortage, and afford Peerless a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser's account, and claims for such loss must be made solely against the carrier.

9. Warranty. Peerless warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Peerless. Peerless further warrants that for a period of one year from the date of delivery (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by Peerless, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.

In the event of a breach of the warranties set forth above (the "Warranties"), Peerless will, at Peerless's option and as Peerless's sole liability and Purchaser's sole remedy, repair, replace (FOB Origin) or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period Peerless is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Peerless is given a reasonable opportunity to investigate all claims; and (iii) Peerless's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing. No Products may be returned to Peerless until inspection and approval by Peerless.

The Warranty against defects does not apply to: (1) consumable components or ordinary wear items including but not limited to roller bar bushings, seals, bearings, O-rings, carrier chains, drive chain or belt; (2) damage caused by misuse, neglect, accident, improper operation, improper maintenance, or repairs, or alterations performed by any party other than Peerless; or (3) use of the Products with equipment, components or parts not specified or supplied by Peerless or contemplated under the Product documentation.

Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of Products, Peerless is not responsible for the results or consequences of use, misuse or application of its Products. All physical properties, statements and recommendations are either based on the tests or experience that Peerless believes to be reliable, but they are not guaranteed.

EXCEPT AS SET FORTH HEREIN, PEERLESS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

10. Service Warranty. Peerless warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; and (b) the Services shall conform to any mutually agreed upon specifications or statements of work. Purchaser's sole remedy, and Peerless's sole liability, for a breach of the foregoing warranty is for Peerless, at its option, to re-perform the Services or credit Purchaser's account for such Services.

11. Limitation of Liability and Remedies. PEERLESS WILL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST PEERLESS, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWNTIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON PEERLESS'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL PEERLESS'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF PEERLESS'S PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

12. Tooling/Molds/Dies. Unless otherwise agreed upon by the parties in writing, all material, equipment, facilities and special tooling (including tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment and manufacturing aids and replacements thereof) used in the manufacture of the Products will remain the property of Peerless.

13. Security Interest. Until payment is made in full by Purchaser, Peerless will have a purchase money security interest in Products and may file a financing statement in accordance with the Uniform Commercial Code. Purchaser assumes the risk of loss of all Products. Purchaser shall insure such Products at Purchaser's expense in amounts at least equal to the replacement value.

14. Ownership of Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Purchaser by Peerless and all rights therein (collectively, "Intellectual Property") will remain the property of Peerless and will be kept confidential by Purchaser in accordance with these Terms. Purchaser has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to Peerless upon request from Peerless. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use Peerless's Products or receive the Services purchased from Peerless.

15. Use of Trademarks and Trade Names. Purchaser shall not use, directly or indirectly, in whole or in part, Peerless's name, or any other trademark or trade name that is now or may hereafter be owned by Peerless (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by Peerless in writing. Purchaser hereby acknowledges Peerless's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall reproduce the Trademarks exactly as specified by Peerless. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to Peerless with respect to any efforts of Peerless to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of Peerless for any reason, Purchaser shall immediately discontinue any formerly permitted use of Peerless's name or the Trademarks.

16. Confidential Information. All information furnished or made available by Peerless to Purchaser in connection with the subject matter hereof shall be held in confidence by Purchaser. Purchaser agrees not to use (directly or indirectly), or disclose to others, such information without Peerless's prior written consent. The obligations in this section will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Purchaser of any obligation herein; (b) Purchaser can show by written records was in Purchaser's possession prior to disclosure by Peerless; or (c) is legally made available to Purchaser by or through a third party having no direct or indirect confidentiality obligation to Peerless with respect to such information.

17. Audit. Unless agreed to in writing by an officer of Peerless, neither Purchaser nor any Purchaser representative, may examine or audit Peerless's cost accounts, books or records of any kind or any matter, or any other data that Peerless, in its sole discretion, considers confidential or proprietary.

18. Infringement and Indemnification. Except as set forth below, Peerless agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of Peerless's proprietary Product to Purchaser as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Purchaser supplies Peerless written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with Peerless in the defense and settlement of such Claim; and (c) Purchaser allows Peerless the right to defend and settle such Claim at Peerless's expense. If a suit or claim results in any injunction or order that would prevent Peerless from supplying any part or Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of Peerless, otherwise cause Peerless to be unable to supply such parts or Products, Peerless may do one or more of the following: (i) secure an appropriate license to permit Peerless to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if Peerless cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in Peerless's sole discretion, Peerless may discontinue selling the part or Product without any further liability to Purchaser. Notwithstanding the foregoing, Peerless shall have no liability or duty to defend and indemnify Purchaser against any Claim relating to: (1) the use of any part or Product, (2) the combination of any part or Product with any other part or product not supplied by Peerless, (3) any modification of any part or Product by Purchaser or third-party, or (4) any part or Product or process that is designed or specified by Purchaser.

19. Peerless Employees. Peerless sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on Peerless or such Peerless employees.

20. Service Terms. The following terms and conditions apply to any on-site Services provided by Peerless:

A. Services will be provided at Peerless's then current service rates.

B. Purchaser shall prepare the site for the Services. If the site is not prepared for the Services upon Peerless service personnel's arrival at the agreed upon time and date for Services, Peerless may charge Purchaser for any delay and/or travel time at Peerless's regular service rates.

C. Purchaser shall provide Peerless with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Purchaser's local jurisdiction.

D. Peerless may refuse, without any liability, to provide Services and to allow Peerless service personnel to suspend Services or vacate any site where, in Peerless's opinion, performance of Services would pose a risk to the safety of any person. In such event, Purchaser is responsible for payment of any delay and/or travel time at Peerless's regular service rates.

E. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of Peerless service personnel.

F. Purchaser must provide at least 24 hours' notice of cancellation of any Service order. If Purchaser cancels with less than 24 hours' notice, Purchaser is responsible for any costs incurred by Peerless caused by such cancellation.

21. Compliance. Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

22. Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

23. Force Majeure. Peerless will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Peerless's employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Peerless to perform.

24. Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement or Purchaser's purchase order may be made without Peerless's prior written consent. Any attempted assignment will be void. Peerless may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

25. Waiver. In the event of any default by Purchaser, Peerless may decline to ship Products or provide Services. If Peerless elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, Peerless's actions will not constitute a waiver of Purchaser's default or any other existing or future default, or affect Peerless's legal remedies.

26. Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.

27. Limitation of Actions/Choice of Law/Litigation Costs. Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the state of Illinois and litigated exclusively in a state or federal court located in Cook County, Illinois. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. If either party commences litigation or mutually agreed upon alternative dispute resolution concerning any provision of the Agreement, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorney's fees in such litigation or mutually agreed upon alternative dispute resolution, provided that if each party prevails in part, such fees will be allocated in the manner as the court or arbitrator determines to be equitable in view of the relative merits and amounts of the parties' claims.

28. Survival. Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

29. Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

30. Integration and Modification. The Agreement constitutes the entire agreement between Peerless and Purchaser with respect to the Products and Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.