

## UNITED DAIRY MACHINERY CORPORATION

### TERMS AND CONDITIONS OF SALE

United Dairy Machinery Corporation and its affiliates and representatives (collectively, "Seller") offers to sell/provide (each, a "Sale", or to "Sell") goods and services ("Deliverables") only on the terms and conditions below, which, together with the Specifications in the applicable Purchase Order (as defined below), constitute the entire agreement for Deliverables between Seller and the buyer submitting such Purchase Order ("Buyer").

- 1. Contract; Terms Exclusive:** Seller's offer to Sell Deliverables shall be deemed accepted by Buyer through: (a) Buyer's purchase of Deliverables; (b) Buyer's submission of a request for proposal to purchase Deliverables that is accepted by Seller; (c) Buyer's submission of a purchase offer to purchase Deliverables that is accepted by Seller; (d) Buyer's written acceptance of a quote for Deliverables from Seller; (e) Buyer's acceptance of delivery of or use of any Deliverables; or (f) any other act, communication or instrument from Buyer in response to which Seller Sells Deliverables to Buyer (each a "Purchase Order"). Buyer's submission of a Purchase Order shall constitute an acceptance of these terms and conditions. If a Buyer's Purchase Order or other correspondence contains terms or conditions contrary to or in addition to these terms and conditions, acceptance of any Purchase Order by Seller shall not be construed as assent to such contrary terms and conditions or constitute a waiver by Seller of any of these terms and conditions, and Seller expressly rejects any and all different or additional terms and conditions of Sale or purchase which Buyer may set forth on any Purchase Order unless Seller specifically agrees to them in writing. No discussions or negotiations with Buyer regarding Buyer's proposed terms and conditions shall be construed or deemed an acceptance of Buyer's terms and conditions, or a modification of Seller's terms and conditions. THIS OFFER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. IF ANY ACTION BY SELLER IS DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY BUYER, SELLER'S ACCEPTANCE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS.
- 2. Quotations:** Unless otherwise stated, written quotations expire fifteen (15) calendar days from the date issued. Verbal quotations are valid only on the day they are made by an authorized representative of Seller.
- 3. Acceptance:** Seller shall not be deemed to have accepted a Purchase Order unless and until Seller, by an authorized representative, acknowledges its acceptance of such Purchase Order to Buyer in writing. Any acceptance of a Purchase Order by Seller is governed solely by the terms set forth in this document "United Dairy Machinery Corporation Terms and Conditions of Sale". All other terms proposed by a Buyer's "Purchase Order", "Request for Quote/Proposal" or any other form of communication is explicitly rejected and the terms of this document expressly control the transaction.
- 4. Deliverables Being Purchased; Specifications:** The specific nature, makeup, and design of the Deliverables, the quantity ordered, date(s) of delivery, price and other specifications applicable to the Deliverables being purchased shall be as agreed upon by Seller and Buyer and are collectively referred to herein as "Specifications". In the event Seller has in any manner assisted Buyer in the preparation of Buyer's Specifications, Seller has done so solely as an accommodation to Buyer, and Buyer shall nonetheless remain solely responsible for the accuracy and completeness of Buyer's Specifications, and Seller shall not be liable for any loss, liability, cost, damage or expense incurred by Buyer arising out of or in connection with any claim or threatened claim that any Specification is incomplete or inaccurate and/or that the design of any product is defective in whole or in part due to any such assistance by Seller. Specifications shall not include any general terms and conditions of purchase, even if referred to as part of Buyer's Specifications. Seller shall have no obligation to ensure that any Deliverables purchased from Seller meet any unique specifications and/or other requirements unless set forth in Buyer's Purchase Order and expressly accepted by Seller.
- 5. Price and Payment:** The purchase price for Deliverables shall be as set forth in the Purchase Order. All prices for Deliverables are subject to change on written notice to Buyer at any time prior to shipment. Terms of payment shall be as specified in the Purchase Order. If no payment terms are stated in the Purchase Order, the purchase price shall be Net Cash against shipping documents. Installation, erection or, start-up assistance is not included in the price for Deliverables unless specifically stated otherwise in the Purchase Order. Supervisory assistance is available for installation, erection, or start-up at the Seller's standard rates, plus all travel and living expenses. Electrical fittings, wiring, and electrical protection are not included in the price for Deliverables unless specifically stated in the Purchase Order. Buyer may elect such services at extra cost. Foundations and supporting structures are not supplied by Seller unless specifically stated in the Purchase Order. If completion of manufacture or shipment is delayed by Buyer, Seller reserves the right to regard date of completion as date of shipment and require payment based upon percentage of completion. Deliverables held as a result of Buyer's inability or refusal to accept delivery are at the risk and expense of Buyer, including, without limitation, all of Seller's handling, reshipping, restocking and storage charges. Interest at the rate of one and one-half percent (1 1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid in full by Buyer by the due date thereof. Such interest shall be in addition to the purchase price for the Deliverables. Seller may, without notice, change or withdraw extensions of credit at any time, in which event Seller may require cash payments and/or collateral security for account balances. Seller may also refuse to sell to Buyer until overdue accounts are paid in full. If Buyer fails to make any payment when due, in addition to all other sums payable hereunder, Buyer shall pay Seller the reasonable costs and expenses incurred by Seller in connection with any actions or steps taken to enforce collection of such unpaid amounts and to protect Seller's rights, whether by legal proceedings or otherwise, including, without limitation, reasonable lawyers' fees, court costs and other expenses. Seller's election not to commence legal proceedings to enforce its rights of collection shall not be deemed a waiver by Seller of its rights to commence such proceedings in the future. Seller reserves the right to retain custody of any property of Buyer in Seller's control until Buyer pays Seller all amounts owing by Buyer to Seller.
- 6. Retained Security Interest:** Buyer hereby grants Seller a security interest in the Deliverables to secure the payment for same until the entire purchase price has been paid in full. Without restricting the generality of the foregoing, Buyer also hereby grants to Seller a purchase money security interest in the Deliverables (including, but not limited to, a purchase money security interest in inventory) together with all replacements thereof, and all accessories and parts related thereto (collectively the "Inventory"). A security interest and a purchase money security interest are likewise granted in the proceeds of sale of the Inventory. Seller's rights as a secured party shall be governed by the Uniform Commercial Code in the applicable jurisdiction. Buyer hereby authorizes Seller to do whatever Seller may deem necessary to preserve, to perfect or continue its aforesaid security interests including, without limitation, filing financing and related statements under the Uniform Commercial Code and any other similar personal property security registration system in any other applicable jurisdiction.
- 7. Taxes:** Unless otherwise agreed in writing, prices listed do not include any applicable present or future sales, use, privilege, excise, or other taxes, or any export or import taxes, customs duties, brokerage fees, freight, insurance, container packing or the like, all of which shall be for the account of and be paid by Buyer in addition to the purchase price for the Deliverables. Applicable taxes, if any, shall be paid by Buyer either directly to the taxing authority or, if collected by Seller, to Seller upon Buyer's receipt of Seller's invoice for the amount of the tax. In the case of controversy as to whether a transaction is taxable, Buyer agrees to remit the amount of the tax to Seller pending a specific ruling from the taxing authority which assesses or collects the tax.
- 8. Changes:** All orders are binding upon acceptance. In the event that United Dairy Machinery Corporation, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by United Dairy Machinery Corporation, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by United Dairy Machinery Corporation as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, United Dairy Machinery Corporation will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. United Dairy Machinery Corporation shall not be obligated to implement the requested change until the quotation is agreed by the parties.
- 9. Shipment; Delivery:** Time is not of the essence under any Purchase Order. Shipment commitments are based upon the best expectation of Seller's ability to fulfill the contract or order, but Seller is not responsible for damages or losses caused by delays in delivery due to any causes. Packaging and shipping costs and fees are Buyer's responsibility. Shipment and delivery dates are best estimates and are not guaranteed by Seller. Shipping prices are determined by the method specified by Buyer, a particular Purchase Order's (or portion of a Purchase Order's) total weight, and delivery distance. Unless otherwise agreed to in writing, Deliverables will be shipped F.O.B. Seller's plant or place of manufacture unless otherwise noted in the Purchase Order. Title and risk of loss shall pass to Buyer upon delivery to common carrier. If freight must be prepaid, payment will be made for the account of Buyer. In the event goods require extra or special packaging due to the nature of the Deliverables, the manner in which they will be transported or otherwise, Buyer is responsible for the extra charges therefore. Seller shall not be liable for shipment delays, or any loss or damage to Deliverables while in transit, and all claims therefore shall be made immediately by Buyer to the carrier. Seller reserves the right to deliver Deliverables in installments unless expressly agreed otherwise. Seller will invoice installment deliveries at the time of shipment unless otherwise agreed in writing. Delay in any installment delivery shall not relieve Buyer of its obligation to accept all remaining installment deliveries.

10. Returns: If the Buyer receives Deliverables that do not materially conform to the agreed-upon Specifications, Buyer must contact Seller's applicable representative within thirty (30) days of Buyer's receipt of the Deliverables. Buyer shall not be entitled to return any Deliverables without Seller's prior written consent. Deliverables returned for Buyer's convenience (if permitted by Seller), must be returned as originally shipped, including substantially similar packaging, in re-saleable condition. Seller may charge Buyer a reasonable restocking fee. Buyer is responsible for all shipping fees and expenses, and Buyer bears the risk of loss for all Deliverables returned until such Deliverables are actually received at Seller's designated place of business. If Seller acknowledges a non-conformity with the Deliverables, a credit shall be issued to Buyer in the Buyer's original payment method. Returned Deliverables must be obtained by Seller prior to processing any refund. Seller reserves the right to: (a) return to Buyer, at Buyer's cost and expense, all Deliverables that do not meet Seller's quality standards, in Seller's sole discretion; (b) withhold issuing a credit to Buyer until returned Deliverables have been inspected and the reason for the return has been confirmed; and (c) request Buyer's proof of purchase for returned Deliverables. Seller will replace Deliverables that fail to conform to Specifications due to Seller's error or omission, at Seller's cost.
11. Setoff; Deductions: In no event is any Buyer authorized to deduct any amounts from the amounts owed to Seller unless specifically authorized in writing by Seller.
12. Quantity: Seller shall have no obligation to provide any Deliverables in excess of the amount set forth in the applicable Purchase Order. Buyer will notify Seller of any excess Deliverables delivered to Buyer and, upon Seller's request, will return any excess Deliverables to Seller.
13. Product Liability: Buyer acknowledges that Seller has no control over, and is not responsible for, the manner in which the Deliverables are used or otherwise dealt with by Buyer. Buyer shall indemnify, hold Seller harmless from and against, and agrees to assume all responsibility for any and all actions, claims, or demands arising out of or in any way connected with, any and all sums which Seller and/or Buyer becomes obligated to pay because of bodily injury or property damage caused by or resulting directly or indirectly from the use or operation of the Deliverables.
14. Recalls: If Buyer is directed by Seller or any governmental authority to assist in any suspension of supply or recall of Deliverables for any reason, Buyer must cooperate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall. The cost and expense of such suspension or recall will be borne by (a) Seller to the extent the costs and expenses are the result of Seller's acts or omissions; and (b) Buyer to the extent the costs and expenses are the result of acts or omissions of Buyer, its directors, officers, employees, or contractors.
15. Patents and Intellectual Property Rights: Buyer represents and warrants to Seller that Buyer's Specifications do not infringe upon any United States or foreign patent right, copyright, trademark or other proprietary right of any third person whatsoever. Buyer shall indemnify and hold harmless Seller from and against each and every loss, liability, cost, damage or expense (including attorneys' fees) (each, a "Loss") of whatever kind or nature, which arise directly or indirectly out of or in connection with any allegation, claim or charge that Buyer's Specifications or Seller's use thereof constitutes an infringement of any patent or patent right, copyright, trademark or other proprietary right or interest of any other party. Buyer shall, upon Seller's request, assume and pay for the defense of Seller against any such allegation, claim, or charge. Buyer shall promptly notify Seller of any action or proceeding commenced against Buyer with respect thereto. Seller shall have the right to be represented in such matters by additional counsel of Seller's choice, acting at Seller's expense. In the event of any such allegation of infringement, Seller may also cancel any Purchase Orders from Buyer without obligation or liability to Seller. Seller shall retain exclusive ownership of all right, title, and interest in and to all of Seller's own intellectual property, and Seller's Sale of the Deliverables to Buyer does not grant or confer upon Buyer or any other person any express or implied license in or to any of Seller's intellectual property. Any improvements, modifications, enhancements, or know-how developed or created by Seller in the course of producing the Deliverables for Buyer shall belong to Seller.
16. Permits: Buyer represents and warrants to Seller that it has all necessary permits and licenses necessary to permit the lawful purchase and use of the Deliverables and to make any subsequent resale or use of the Deliverables.
17. Limited Warranty: Seller warrants only to Buyer and no other person or entity that all equipment, parts, and accessories manufactured by Seller will be free from significant defects in material and workmanship for a period of six (6) months from the date of shipment to Buyer. Seller will repair or replace at its option any equipment, parts or accessories manufactured by Seller or parts thereof which prove to be defective because of inferior material or workmanship within a period of six (6) months from date of shipment to Buyer. The foregoing warranty shall be limited to the six (6) month period commencing on the date of shipment; in each case provided that the Deliverables have been properly cared for by Buyer, and provide that Buyer promptly notifies Seller in writing of any warranty claim hereunder within said warranty period. Malfunction or damage resulting from Buyer's improper installation, misuse, negligence, alteration, or from Buyer's failure to perform periodic inspections and maintenance, is excluded from this Warranty. Seller shall not be responsible for any defect in quality or design attributable to Buyer's Specifications, such as Buyer's specifying the design, the materials to be used in, or the means or methods used by Seller in producing any Deliverables or for any materials supplied by Buyer or purchased by Seller from Buyer designated suppliers. Seller shall not be liable if Buyer fails to include all appropriate dimensional data in the Specifications or if Buyer includes incorrect data relating to materials or dimensions in the Specifications. Seller's limited warranty in this Section 17 immediately terminates in the event Buyer alters the Deliverables in any fashion or uses Deliverables in a non-conforming manner, including the application of any process that may affect the performance of Deliverables. Seller shall not be liable for any problems with any Deliverables resulting from (i) any alterations to any Deliverables made by Buyer or a third party, or (ii) any other act or omission of Buyer or any third party. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 17, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY DELIVERABLES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR DESIGN. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER. EQUIPMENT, PARTS OR ACCESSORIES SOLD OR INSTALLED BY OTHERS CARRY ONLY THE MANUFACTURER'S OR INSTALLER'S WARRANTY (IF ANY).
18. Limitation of Liability: Notwithstanding anything to the contrary contained herein, Seller's aggregate liability in connection with the Sale of any Deliverables, regardless of the form of action giving rise to such liability (whether in breach of warranty, contract, negligence, strict liability or any other theory in contract, tort or otherwise), including but not limited to Losses suffered or incurred pursuant to Section 17 above, shall not exceed the amount actually paid by Buyer to Seller for such Deliverables. SELLER SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO THE PERSON OR PROPERTY OF BUYER, WHETHER THE ASSERTED LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE OF SELLER, STRICT LIABILITY TORT, OR ANY OTHER LEGAL THEORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATION, SELLER SHALL NOT BE LIABLE FOR DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR CONTINGENT CLAIMS OF ANY KIND ARISING FROM LOSS OF PRODUCTION OR GOODS IN STORAGE FOR ANY CAUSE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. All remedies of Buyer shall be limited exclusively and in lieu of any and all other remedies to those contained in these terms and conditions.
19. Advice: Seller assumes no obligation or liability for any advice provided by Seller respecting Buyer's Specifications, the use of Deliverables or for any results occurring from Buyer's application of such advice.
20. Confidential Information: The terms of any Purchase Orders from Buyer to Seller shall be kept confidential. Technical information contained in plans, drawings, specifications, photographs and other documents disclosed or furnished by Seller in respect of any Deliverables constitutes confidential and proprietary property of Seller. In the absence of express prior written permission of Seller, Buyer shall hold all such confidential and proprietary information in confidence and Buyer shall not share such confidential information without anyone outside its organization, and Buyer may not sell or dispose of any portion thereof. Buyer shall not issue any publicity or advertising relating to Purchase Orders, Deliverables, or Buyer's relationship with Seller without Seller's prior written consent. In the event of any breach of confidentiality by Buyer, Seller shall be entitled to all remedies available at law and in equity, including the recovery of any special, consequential, or indirect damages, lost profits, and/or the imposition of injunctive relief.
21. Default; Indemnification: If Buyer shall: (a) fail to pay all or any part of the sums due or to become due to Seller; (b) fail to comply with these terms and conditions; (c) fail to keep or perform any of Buyer's obligations; (d) become insolvent or become a party to any insolvency proceeding or receivership; or (e) become a judgment debtor, then, in any such case, at Seller's option, any sum due or to become due to Seller may become immediately due and payable in full. Buyer shall indemnify and hold harmless Seller from and against each and every Loss incurred or suffered by Seller which are or are claimed to be in any manner, directly or indirectly, in whole or in part, caused, contributed to or occasioned by reason of Buyer's, its employees', agents' or representatives' default or breach of any representation, warranty, obligation or covenant of Buyer contained in any Purchase Order, or Buyer's performance or failure to perform hereunder, or Buyer's negligence, whether active or passive, and, without limiting Buyer's liability, the foregoing shall include injury to or death of any person or persons and damage to or loss of property. Concurrently, or in the alternative, Seller may, at its option, in addition and without prejudice to its other lawful rights and remedies and without any liability to the Buyer, (i) defer further shipments of Deliverables until each default has been corrected to Seller's satisfaction; (ii) elect not to make any further shipments of Deliverables; and/or (iii) exercise any other

remedies available under applicable law. Waiver of any default shall not be a waiver of any other subsequent default. No course of conduct, nor any delay of Seller in exercising any rights, nor Seller's acceptance of a payment from Buyer with knowledge of an existing default or breach, shall waive any rights of Seller or be deemed a modification of any Purchase Order.

22. **Right of Termination:** Seller, at any time upon notice to Buyer, may terminate or reduce its obligations to deliver Deliverables. In such event, Buyer shall pay for all work completed hereunder on a percentage of completion basis. Buyer shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of any action taken or notice given by Seller under or pursuant to the provisions hereof.

23. **Bankruptcy:** Buyer represents and warrants to Seller that it is not insolvent within the meaning of the United States Bankruptcy Laws and the laws of the states in which it conducts its business. In addition to any and all other rights and remedies which Seller may have pursuant to the law of contracts or at common law, Seller reserves the right to terminate its obligations, without liability, in respect of any undelivered Deliverables if Buyer shall (i) become insolvent or bankrupt, (ii) make any general assignment for the benefit of its creditors, (iii) if any trustee or receiver is appointed of any substantial part of Buyer's assets or (iv) Buyer shall be adjudicated as bankrupt.

24. **Force Majeure:** Seller shall not be liable for any failure or delay in performance due to circumstances beyond its control, including, but not limited to war, riot, or civil disturbance, accident or equipment breakdown, strikes or employee disputes, action of any governmental authority, epidemic, pandemic, supply chain issues, weather conditions, compliance with any law, order, regulation, or directive of any governmental authority, inability to obtain materials, supplies, transportation, fuel or energy, or any other cause beyond the reasonable control of Seller.

25. **Entire Agreement:** These terms and conditions, together with the applicable Specifications and Purchase Order, constitute the sole and entire agreement between Seller and Buyer with respect to the Deliverables and the subject matter hereof, and all prior or contemporaneous understandings or agreements, oral or written, are merged herein. No subsequent changes or modifications of these terms and conditions are binding upon Seller unless accepted by it in writing and signed by an authorized signing officer of Seller. Buyer expressly waives all provisions contained in correspondence, forms, or other writings relating to the Sale of the Deliverables which negate, limit, extend, or conflict with the provisions hereof. In the event any term or provision hereof shall be deemed unenforceable, the remaining terms and conditions shall remain in effect to the fullest extent possible.

26. **Controlling Law; Jurisdiction:** These terms and conditions and the transaction to which these terms and conditions relate, shall be governed by and construed in accordance with the laws of the State of New York, without effect given to any choice of law provisions or rules. All disputes between Seller and Buyer relating hereto shall be resolved exclusively in the courts of appropriate subject matter jurisdiction located in Erie County, New York. Buyer consents to the personal jurisdiction of such courts. For greater certainty, the application of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

27. **Assignment:** Buyer may not assign or transfer any right or interest in or to these terms and conditions and/or the transaction to which these terms and conditions relate to any third party whatsoever without the prior written consent of Seller.

28. **Notices:** All notices required to be given hereunder shall be in writing and hand delivered (including by commercial courier), with an appropriate receipt thereof obtained, or sent by United States certified mail, return receipt requested, to the addresses of the respective parties set forth in the applicable Purchase Order, or to such other address as either party may designate to the other by written notice for such purpose from time to time.

29. **Non-Waiver:** Seller's exercise or failure to exercise or enforce any right or remedy granted or provided by these terms and conditions or its acceptance of or payment for any Deliverables shall not be deemed as or construed to be a waiver of any right or remedy it may have for Buyer's then existing or subsequent default or breach of any representation, warranty, obligation, or covenant applicable to a Purchase Order.