



Parts: Terms and Conditions of Sale

Unless otherwise specifically provided by separate written agreement signed by BPR/RICO Manufacturing, Inc. ("Supplier" or "RICO"), these Parts Terms and Conditions of Sale, including any Exhibits ("Terms"), constitute the entire agreement between Supplier and Customer as to this order to sell replacement parts (the "Parts"). Customer will be deemed to have assented to the Terms upon (i) written acceptance of any quotation from SUPPLIER, or (ii) issuance of a purchase order in response to any quotation from Supplier, or (iii) acceptance of any portion of the Parts delivered by Supplier.

The acceptance of any purchase order by Supplier is expressly conditioned upon Customer's agreement to these Terms. If Customer objects to any of the Terms, Customer must set forth each objection in a separate writing signed and dated by Customer and delivered to Supplier prior to or contemporaneous with Customer's purchase order or other form of acceptance. Customer's issuance of a purchase order or any other documentation which purports to reject some or all of the Terms or which includes language or terms contrary or additional to the Terms shall not constitute sufficient objection. Any objections to which Supplier does not agree in writing shall be deemed rejected and shall not become a part of the parties' agreement. Suppliers' failure to object to provisions in any purchase order or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not constitute a waiver of these Terms, nor an acceptance by SUPPLIER of any such provisions. No course of dealing, custom or usage, which is contrary to these Terms, shall apply.

Now therefore, in consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Orders. All purchase of Parts by Customer are governed by this Agreement, and no additional or different terms or conditions contained in any request for proposal, purchase order, acknowledgement or other forms or correspondence will be of any force or effect.

2. Prices and Payment. All prices are quoted and payable in U.S. dollars and are exclusive of sales, use, excise and similar taxes, freight and any cost to export the Parts from the United States or to import the Parts into the country of final destination, all of which are your sole responsibility. All payments shall be calculated and made without any deduction, set-off, counterclaim or for any tax withholding. If applicable, you shall furnish Seller with a certificate of exemption from any applicable taxing authority. Payment terms are net 25 days unless otherwise agreed in writing.

3. Availability. Parts are subject to availability. Seller may cancel any order or any part of an order at any time. Customer/Supplier may cancel any order or any part of an order provided the part is not labeled as a non-cancelable/non-returnable part and/or not ordered specifically for the Customer/Supplier and without penalty, and Seller's sole obligation shall be to return any down payment paid by you. If you are delinquent in the payment of any invoice, or are otherwise in breach of this Agreement, Seller may withhold shipment (including partial shipments) of any order. Seller retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in its opinion, your financial condition or other grounds for insecurity, warrant such action.

4. Delivery and Title. All Parts purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installment

5. Compliance with Export Regulations. It is understood that Seller and you are subject to United States laws and regulations controlling the export and re-export of the Parts. You shall not export or re-export, directly or indirectly, any Parts to any country or to any person or entity to which such export or re-export is restricted by United States law or



regulation ("Export Control Regulations"). You represent that you have provided to Seller complete and accurate information including your identity, the country of destination of the Parts and the use of any freight forwarder, consignee or other party involved in this transaction by you. You will defend, indemnify and hold Seller harmless from any failure of you to comply with the Export Control Regulations.

6. Warranty. Seller warrants new Parts sold to you by Seller, to be free from defects in materials and workmanship at the time of sale. For 180 days from the date of shipment, Seller will, at its sole option, repair or replace Parts found by Seller not to conform to this warranty. Seller's sole obligation, and Customer/Supplier's sole remedy, for any breach of this warranty is limited to repairing or providing a replacement part as stated in the preceding sentence, and does not include reimbursement of freight, special charges or the cost of removing any defective Parts or installing any replacement Parts. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Warranty Claims and Parts Returns. All warranty claims must be filed directly with Supplier utilizing the Warranty Claim Form. Parts may not be returned to Seller without its written consent. Specific return procedures will be outlined with Customer/Supplier at the time of contract execution.

8. Limitation of Liability. Seller's liability with respect to Parts sold will be limited to the warranty remedy described in Section 6 above. With respect to any other breach of contract, Seller's liability will be limited to the contract price of the affected Parts. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. Applicable Law. For delivery of Parts to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Parts to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and any action or claim arising out of or relating to this agreement in Canada may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

10. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

11. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for Supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning Supplier, its Parts, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of Supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the Parts.

12. Assignment. Neither party may assign this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.



13. Force Majeure. Neither party shall be responsible for delays or failure in performance of the Agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

14. Seller's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Parts.

15. Notices. Any notice required under the Agreement shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery service to the address provided to Seller as set forth above, or to Seller at 1010 E. Fairchild Street, Danville, IL 61832, U.S.A., attention: Parts Services/Export.

16. Originals. The parties agree that for any transactions subject to this agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically, and any document created under this agreement may be maintained in an electronic document storage system, a copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this agreement, or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

17. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

18. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Parts by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.