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Bevcorp Standard Terms and Conditions for Supply of Goods and Services

1. **DEFINITIONS:** As used in this Agreement, the terms listed below are defined as follows:
 - a. *“Agreement”* means the Proposal, Order Confirmation, STC, and other agreed documents, if any.
 - b. *“Bevcorp”* means the seller hereunder, Bevcorp LLC;
 - c. *“Buyer”* means the party, or parties, other than Bevcorp identified in the Agreement;
 - d. *“JBT”* refers to John Bean Technologies Corporation, the parent company of Bevcorp.
 - e. *“Order Confirmation”* means a document between Bevcorp and the Buyer whereby the Buyer agrees to purchase the Work from Bevcorp and Bevcorp agrees to deliver the Work in accordance with the Agreement.
 - f. *“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.
 - g. *“Proposal”* means the technical document that sets out the specifications for the Work supplied by Bevcorp under the Agreement. Each Proposal shall incorporate therein all of the terms and conditions of the Agreement. For each project, Buyer and Bevcorp may sign a Proposal, which shall constitute agreement by both Buyer and Bevcorp of the Work supplied by Bevcorp 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 Bevcorp.
 - h. *“STC”* means these Bevcorp Standard Terms and Conditions for Supply of Goods and Services.
 - i. *“Supplemental Terms”* refers terms and conditions that are, when applicable, attached with and incorporated into the STC that relate solely to products sold by Bevcorp to a Buyer.
 - j. *“Work”* means the services that Bevcorp 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 Bevcorp is to provide under the Agreement (*“Goods”*), as specified in the Proposal for each project.

2. **COMMENCEMENT OF WORK:** The Agreement will effective as of date of the last signature on the Order Confirmation or the date of the Order Confirmation, whichever is later. Bevcorp shall not be obligated to commence Work under the Agreement until an irrevocable and confirmed documentary credit or bank guarantee payable on first demand, or other agreed security, is in Bevcorp’s hand or down payment is irrevocably received in Bevcorp’s bank account.

3. **PRICES/PAYMENT:** A quotation for the Work given by Bevcorp, shall only be valid for a period of seven (7) calendar days from date of issue, otherwise prices may be subject to change. Unless otherwise specified in the Proposal, Buyer will pay the Price net 30 days. Bevcorp may place a finance charge, which will be the maximum allowed by law, on past due accounts. Buyer shall pay Bevcorp the full price and any additional expenses incurred by Bevcorp when delivery is delayed, suspended or otherwise not the date originally agreed to pursuant 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 or that become due to Bevcorp 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 Bevcorp, Bevcorp is entitled to recover all reasonable collection costs, including, but not limited to attorney’s fees and other legal costs incurred by Bevcorp in connection therewith. Bevcorp reserves the right to revise pricing to adjust for the escalating cost of steel should there be a change in U.S. trade policy or other material events causing an increase in steel prices or surcharges greater than 10% above the price on the date of this quote. For Good(s)ion in North America, stainless steel base price increases will be measured against the Stainless Steel 304L Cold Rolled Sheet index as published by the American Metals Market (AMM). For production outside of North America, price changes will be measured by TSI CR 304 2B coil base index as published by Platt’s. Surcharge increases will be based on the North American Stainless (NAS) monthly report. In addition to the terms above, the Buyer will be subject to the following:
 - a. **Surcharge for Credit Card Payments.** Credit card payments are subject to a 3% processing fee for each transaction.
 - b. **Expedited Delivery Requests; Fees.** Bevcorp publishes standard lead times for delivery of Goods or Services. Where a Buyer requests that Bevcorp delivers Good(s) or Services in advance of, or faster than standard lead times, Bevcorp may, in its sole discretion, accommodate such requests. To the extent Bevcorp agrees to expedite an order, the following fees will apply:
 1. **Standard Expedite Fee:** Bevcorp will charge a minimum expedite fee of \$500. Expedite fees will increase based on the reduction in lead time and the total value of the order customer is seeking to expedite. The standard expedite fee will be either \$500 or the percentage of the order value, whichever is greater, as described in the schedule below.

Expedite Fee Schedule

Lead Time Reduction	Expedite Fee %
1-7 days	10% of order value
8-14 days	15% of order value
15-21 days	20% of order value
22-28 days	25% of order value

2. **After Hours Emergency Service:** An additional expedite fee of \$500 will apply and be charged when the expedited order for the Work will be processed and shipped outside of Bevcorp’s normal business hours. If the requested Good(s) are out of stock, another additional \$500 fee will be assessed and added to Buyer’s sales order to cover expenses associated with the break-down and set-up of the Goods or other Work performed during non-business hours. All fees for service will be reflected as fees for After-Hours Emergency Service.

3. **Fees are Additional Charges:** All expedite fees will be charged in addition to any freight charges related to shipping Goods, or delivering Services, to Buyer.

4. TAXES: 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 of any kind unless otherwise shown on the Agreement. Buyer shall be liable for payment of all such taxes, fees, and charges. Any tax required to be withheld by Buyer under the laws of any country for the account of Bevcorp, shall be promptly paid by Buyer and on behalf of Bevcorp to the appropriate governmental authority.

5. BUYER'S CREDIT; SECURITY INTEREST: Should Buyer's financial responsibility become unsatisfactory to Bevcorp, in its sole discretion, advance payments, demands for assurances or adequate security may be required by Bevcorp for all deliveries hereunder. If Bevcorp makes a demand for assurance, the proper assurance shall be in the amount of any and all payments. Bevcorp 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 limitations, 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 Bevcorp'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 such termination. Bevcorp shall be entitled, upon demand, to indemnification for, at Bevcorp's option, either (a) all costs and expenses already incurred, or commitments made by Bevcorp in its performance hereunder, plus reasonable amounts for overhead and profit, or (b) a restocking fee equal to 15% of the list price of the Goods sold hereunder. Buyer shall be subject to the late fees described in the "PRICES/PAYMENT" section of this Agreement.

To secure all of Buyer's obligations to Bevcorp, including the full, complete, and prompt payment of all amounts owed by Buyer to Bevcorp with respect to the Goods sold hereunder, Buyer hereby grants, pledges, conveys and assigns to Bevcorp a lien on and security interest in the Goods sold hereunder and the proceeds thereof. Buyer authorizes Bevcorp to file any and all financing statements Bevcorp deems necessary or appropriate to perfect the security interest granted herein. Buyer agrees to take any and all further steps and execute and deliver to Bevcorp any and all documents reasonably requested by Bevcorp 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 Bevcorp.

6. 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 and such acceptance is signed by a duly authorized representative of Bevcorp, any 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 Bevcorp unless such modification is in writing signed by a duly authorized representative of Bevcorp.

7. ACCURACY OF BUYER'S INFORMATION: Buyer shall be responsible for the accuracy of any designs, drawings, and specifications it provides to Bevcorp and shall hold Bevcorp harmless from any and all costs or expenses Bevcorp incurs due to any Buyer's errors or mistakes. The parties acknowledge that Bevcorp 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 the 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 Good(s) and Services provided by Bevcorp. The 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) Bevcorp 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 Buyer 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) that 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 Bevcorp of every technical modification to the equipment or parts in writing, which Buyer will perform or has performed on the equipment or parts. If Buyer does not inform Bevcorp correctly or the Buyer modifies the equipment or parts independently without notification in writing to Bevcorp, Bevcorp may suspend the Service without any compensation for such suspension to be made by Bevcorp.

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

8. CHANGES: If Buyer requests a change in the Work which is acceptable to Bevcorp, then Bevcorp 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 Bevcorp shall proceed with the change, and Buyer shall pay for the change as indicated in the change order upon issuance of Bevcorp's invoice. Bevcorp reserves the right to discontinue the manufacture or provision of, or change or modify, any Goods or Services or their design or construction.

9. DELIVERY AND ACCEPTANCE: Unless otherwise stated elsewhere on the Agreement, Goods are delivered Ex Works Incoterms 2020. Buyer shall be listed as the importer of record. Bevcorp 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 the Buyer and/or agreed upon payment securities have been provided. Shipping dates are estimates, made to the best of Bevcorp'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 Bevcorp is notified of such claim within thirty (30) calendar days after receipt of the Goods or completion of the Services. Bevcorp 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.

10. BUYER'S DELAYS: In the event Bevcorp should be requested by Buyer to delay any aspect of Bevcorp'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, breach of the law (including any tort) or willful misconduct, the Buyer understands and accepts that Bevcorp's overall production and project schedules may be adversely impacted, and Buyer will indemnify Bevcorp against any costs associated with any such delay such as, but not limited to:

- a. 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).
 - b. Any additional costs incurred by Bevcorp in repairing and refurbishing the Goods to original condition following such storage period and prior to delivery to Buyer.
 - c. Any extra handling costs incurred in extra or double handling of the Goods to accommodate such Buyer caused or requested delays.
 - d. Any costs associated with labor and material cost increases.
 - e. Payment in full for the Goods completed in accordance with the Agreement schedule but placed into storage to accommodate the Buyer.
 - f. For any such delay that lasts for more than thirty (30) calendar days, Bevcorp will be entitled to revise its delivery dates, project completion schedule, and prices (including the Price).
- 11. ONSITE SERVICES:** In the event that Bevcorp provides Services at Buyer's site or a third-party site, under the direction of the 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 Buyer's site is present during 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 Bevcorp's technicians will arrive on site. Bevcorp Service technicians will check, maintain, and install parts only if they are Bevcorp genuine and original parts. Bevcorp 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. Bevcorp personnel working hours are maximum 14 hours per day (24 hours) unless applicable law mandates a lower maximum hour threshold. With reference to personnel safety, Bevcorp's supervisor shall under no circumstances perform Services under the Agreement without appropriate attendance of suitably qualified assistants or back-up personnel supplied by the Buyer. Bevcorp may suspend performance of its obligations under the Agreement, if it or any governmental authority or intergovernmental organization issues advice indicating that any of Bevcorp's employees, agents or subcontractors should not travel to the place where any obligation is to be performed. Such advice is a force majeure event. Bevcorp may suspend its performance of its Services due to failure by Buyer to perform its obligations under the Agreement, in which Bevcorp will not be liable for any costs or losses sustained or incurred by Buyer due to Bevcorp's suspension of performance. Buyer shall provide all permits and licenses required by Federal, State, or local authorities in connection with the delivery and installation of the Goods.
- 12. REMOTE ASSISTANCE:** Upon the Buyer's authorization, Bevcorp can provide remote assistance via internet with a direct link to the Bevcorp equipment to do remote analysis or solve technical issues. The Buyer has the full responsibility to activate and verify that the network connection is secure, and Buyer's employees are aware of any ongoing remote activity. The Buyer declares that any damages (including potential hacker(s)' actions) that the remote connection will generate to the Buyer's employees, to any equipment (installed at Buyer's plant) or to the Goods cannot be the fault of Bevcorp because it will be Buyer's full and exclusive responsibility.
- 13. INSPECTIONS:** Any inspection or audit by Bevcorp 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 Bevcorp 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, Bevcorp may have noted possible areas of concern outside of the scope of the inspection or audit. This is done out of Bevcorp's commitment to identify and communicate possible equipment and component safety issues when they are noticed. However, in doing so, Bevcorp assumes no responsibility regarding such safety issues that Bevcorp may have noted, or undetected issues that might exist.
- 14. WARRANTY:** Bevcorp shall assign to Buyer, where possible, any warranties received by Bevcorp from suppliers or manufacturers for Goods that Bevcorp, its subsidiaries or affiliates do not manufacture and that Bevcorp is authorized to pass on to a Buyer, and Bevcorp shall not have any liability for such items. Unless otherwise specified, 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; (ii) for parts (excluding parts that are components of new equipment, which are covered by (i) above) and Services, six (6) months from shipment of parts or completion of Services; and (iii) for production ready equipment, ninety (90) days from installation and start up by Bevcorp (unless otherwise agreed and reflected in the applicable order). For the Warranty Period, Bevcorp 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. Bevcorp 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 (regardless of registration status) 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 Bevcorp; (iii) if Buyer uses, obtains, purchases, incorporates or attaches components or parts not supplied by Bevcorp to the Goods; (iv) if Buyer purchases, obtains, contracts or subcontracts services not performed or supplied by Bevcorp; (v) to normal wear and tear parts; or (vi) if Goods which Bevcorp determines to have been subjected to abuse or other improper use. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BEVCORP EXPRESSLY DISCLAIMS ALL 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.

Bevcorp is not responsible for the properties and safety of the product processed by the Good(s). The user of the equipment agrees that it is responsible for the foods or beverages produced and that it is solely responsible for compliance with laws, including food safety laws and regulations and other general requirements applicable to any jurisdiction where it operates or where it uses or sells the equipment.

- 15. MAINTENANCE, ALTERATION, SAFETY DEVICES, AND GUARDING:** Buyer assumes and bears sole responsibility for proper maintenance of the new or repaired Goods and for providing adequate and sufficient safeguards, warnings, procedures and instructions, work handling tools and safety devices necessary to protect fully all personnel (including operators, helpers, repairmen, bystanders, and all others who would be in the vicinity of the machinery and equipment repaired or provided by Seller) from bodily injury or death which otherwise may result from the use, operation, set up or maintenance of the machinery or equipment, including all requirements for compliance with prevailing federal, state, and local codes and industry accepted standards. Seller shall bear no liability for the failure of Buyer to provide any of the foregoing. Buyer shall require and be responsible for requiring all persons operating the Good(s) to use proper operating procedures, to wear appropriate equipment including goggles and other safety devices when required and to be properly educated and trained in the operation of the Good(s). Buyer shall not permit anyone to alter or modify any of the machinery repaired or provided by Seller, including but not limited to, the removal or modification of machine guarding, safety devices, warning signs or signals, electrical circuitry, instructional labels, or manuals attached to or furnished with the machinery or equipment.

16. **ADDITIONAL WARRANTY iOPS™:** The iOPS™ System, 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 Bevcorp equipment. Buyer understands and agrees that it is Buyer's responsibility to exercise proper care regarding safety and maintenance of any equipment associated with the iOPS™ System and that the iOPS™ System functionality is dependent on third-party hosting providers and the performance of the internet, none of which is warranted in any respect by Bevcorp. In addition, Buyer acknowledges that iOPS™ System functionality may not detect all conditions that could be harmful, create downtime, or be of interest to Buyer. Bevcorp DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES WILL MEET ANY BUYER REQUIREMENTS, THAT ANY SOFTWARE OR SERVICES WILL OPERATE IN THE COMBINATIONS THAT BUYER MAY SELECT FOR USE, OR THAT THE OPERATION OF ANY SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, Bevcorp HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO THE iOPS™ SYSTEM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR OTHER QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Moreover, notwithstanding any other provision in the Agreement, Buyer understands and agrees that Bevcorp 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 the iOPS™ System provided to Buyer. Further, to the extent any data is not owned by Bevcorp, Buyer hereby grants Bevcorp a nonexclusive, irrevocable, and assignable right and license to gather, store and analyze any and all data associated with the iOPS™ System provided to Buyer.
17. **LIMITATION OF REMEDY AND LIABILITY:** Bevcorp'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 the intellectual property right, the intellectual property indemnification provision set forth herein (b) the re-doing of Services found defective; (c) the repair or replacement (at Bevcorp's option) of Goods found to be defective, returned EXW Incoterms 2020 Bevcorp's factory, at Buyer's cost; or (d) if, in Bevcorp'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 EXW Incoterms 2020 Bevcorp's factory. Bevcorp 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, Bevcorp may deduct a reasonable depreciation charge from the repayment of the Price. Buyer will give Bevcorp access to and cooperate in repair of the Goods and, at Bevcorp's request, permit Bevcorp 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 BEVCORPS EXPOSURE EXCEED THE PRICE OF THE APPLICABLE PROPOSAL OR US \$1,000,000, WHICHEVER IS THE LESSER AMOUNT.
18. **NO CONSEQUENTIAL DAMAGES:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT OR IN TORT, DIRECTLY OR UNDER ANY INDEMNITY, FOR LOSS PROFITS, LOSS OF GOODWILL OR OPPORTUNITY, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, 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.
19. **PROPRIETARY RIGHTS:**
- a. **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 trade secrets, copyrights, patents or other intellectual property rights associated with the Work or for any other related information or data supplied by Bevcorp or its licensors.
 - b. **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 Bevcorp (the "Confidential Information") constitute valuable trade secrets and proprietary information of Bevcorp 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 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 who did not have access to the Confidential Information.
 - c. **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 Bevcorp. Notwithstanding the foregoing the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
 - d. **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 Bevcorp and protected by U.S. and international copyright laws, treaties, and conventions. Bevcorp 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 Bevcorp may terminate such license without prior written notice. Upon termination of the Agreement or the license related thereto, Buyer shall promptly return to Bevcorp or destroy (and certify such destruction) all copies of the Software.
 - e. **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, Bevcorp, or their respective employees, agents, or contractors. Bevcorp shall own all right, title and interest in any Project Intellectual Property that relates to products or services manufactured or provided by Bevcorp. Bevcorp hereby grants to Buyer a worldwide, non-exclusive, non-sub-licensable license to use any Project Intellectual Property owned by Bevcorp solely for the purpose of the operation and maintenance but not remanufacture of any Goods provided to Buyer by Bevcorp 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 Bevcorp. Buyer hereby grants to Bevcorp 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.

- f. Access to Data. The 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, the Buyer's employees, officers, representatives and contractors) for Bevcorp 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 the Buyer and to which Bevcorp may have access, and (b) in order to comply with the Bevcorp's obligations and duties arising out of the Agreement, for Bevcorp to process such data. The Buyer further warrants that it complies with all requirements of applicable law to safeguard the security of such data and that Bevcorp is not in breach of any applicable law by accessing or processing such data. The Buyer shall indemnify and hold Bevcorp harmless against any claim arising out of or related to (i) the Buyer's failure to safeguard the security of such data, and/or (ii) a breach of the Buyer's warranty that Bevcorp is not in breach of any applicable law by accessing or processing such data.
20. **INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT:** Buyer agrees, during the term of the Agreement, to promptly notify Bevcorp, in writing, of any notice, claim or suit that the Work delivered hereunder infringes any third party's intellectual property rights, and Bevcorp shall defend and indemnify Buyer from any such suit that may be brought against Buyer, provided and upon condition that (a) Buyer shall promptly deliver to Bevcorp all notices and other papers received by or served upon it, (b) Bevcorp shall, in the event of suit, be permitted to take complete charge of its defense and to compromise the same, if Bevcorp deems it advisable, (c) Buyer shall give Bevcorp its full cooperation in the defense of such suit; 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 (including any admission or acknowledgement) materially impair or compromise the defense of such suit or proceeding. Buyer, at its option and expense, may be represented in any such suit by attorneys of its own selection. If in such suit or proceeding, the Work or any portion thereof is held to constitute an infringement of any third party's intellectual property rights and its use is enjoined pursuant to a final judgment from which no appeal may be taken, Bevcorp shall, at its own expense and option, either procure the right for continued use thereof or rework or 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. However, Buyer shall not be entitled to recover damages from Bevcorp because of such injunction. 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 Bevcorp did not supply to Buyer, then this indemnification provision shall not apply and Bevcorp shall have no liability whatsoever for intellectual property infringement claims that may arise and Buyer shall indemnify and hold Bevcorp harmless from any such claims. This states the entire liability of Bevcorp with respect to alleged intellectual property infringement by the Work.
21. **RISK OF LOSS AND TITLE TRANSFER/GOODS FOR EXPORT:** In accordance with the "Delivery and Acceptance" section, Bevcorp 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. Bevcorp 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 Bevcorp 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 Bevcorp of the true and ultimate destination of the Goods. Unless otherwise expressly stated, Bevcorp presumes Goods are destined for ultimate delivery in the United States of America. If Goods are exported without its knowledge, Bevcorp shall not be liable for packaging, marking, labeling, documentation, or warranty deficiencies which may result.
22. **INDEMNIFICATION:** Without limiting Bevcorp's obligations as provided above to repair or replace defective parts and to indemnify Buyer with respect to patent infringement claims, each party shall indemnify, defend, and hold harmless the other party, from and against any loss, liability, claim, or action, to persons, property, or third parties ("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.
23. **DATA PROTECTION:** Buyer and Bevcorp 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 Bevcorp, including but not limited to the iOPS System. If the iOPS System is included in the scope of Work, Buyer and Bevcorp agree to execute a separate iOPS data processing agreement.
24. **SAFETY:** Bevcorp will perform the Work in accordance with the standards that it has developed for safe conditions in the work environment ("Safety Standard Workplace"). For a safe execution of work, Bevcorp uses risk assessment, last minute risk assessment and stop work authority.
25. **SUSPENSION OR TERMINATION OF ITS PERFORMANCE BY Bevcorp:** If Buyer fails to timely pay any invoices issued hereunder, Bevcorp reserves the right, in its sole discretion, to suspend its performance hereunder of the Agreement or terminate the Agreement without, in either case, any liability.
26. **TERMINATION BY BUYER:** Buyer may terminate the Agreement if Bevcorp is in default and fails to perform its obligations. If Buyer terminates the Agreement for convenience without Bevcorp being default, Buyer shall be liable to Bevcorp for the Price and all of its costs and other commitments incurred to the date of repudiation or termination.
27. **ENTIRE AGREEMENT, SEVERABILITY AND AMENDMENTS:** This Agreement, including those Agreement Documents referenced in the "AGREEMENT DOCUMENT" section of this Agreement, constitutes the entire understanding between Buyer and Bevcorp, supersedes all contemporaneous and previous agreements and understandings between Buyer and Bevcorp 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 Bevcorp and Buyer. Should any provision herein be contrary to, prohibited by, be held unenforceable, 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, 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.
28. **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, 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 or delay in transportation, material shortages, 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. Bevcorp 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, Bevcorp 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 Bevcorp through the termination date.

- 29. **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 received or officially recorded as delivered. Any notices given to Bevcorp shall include a copy to Bevcorp 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.
- 30. **GOVERNING LAW:** This Agreement is construed to be between merchants and governed under the laws of the State of Delaware, without regard to its conflicts of laws principles.
- 31. **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.
- 32. **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, Bevcorp 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, Bevcorp shall be released from all obligations under this Agreement.
- 33. **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:
 - a. Proposal;
 - b. Order Confirmation referencing the Proposal above;
 - c. Standard Terms and Conditions for Supply of Goods and Services;
 - d. Supplemental Terms, if any;
 - e. Purchase Order of Buyer (excluding any Buyer's general terms and conditions);
 - f. Warranty Periods Addendum, if any.

IN WITNESS WHEREOF, Bevcorp and the Buyer have executed this Agreement as of the date last written below.

BEVCORP LLC

By: _____

Name: _____

Title: _____

Date: _____

[BUYER FULL LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A – WARRANTY PERIODS
For JBT Affiliated Companies (including Bevcorp, LLC)
Effective: April 2023

1. Definitions applicable to this Addendum:

- A. **“Mechanically Complete”** means the installation and completion of all items for which Bevcorp is listed as the responsible party in the Responsibilities section of the Bevcorp’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 Bevcorp has completed Goods or Services to the extent that the Customer may use the Work as intended, less any minor “punch list” items.
- D. **“Beneficial Use”** refers to Customer use of the Goods equipment for its intended purpose.
- E. **“Parts”** shall mean, 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.
- G. **“Work”** if not already defined elsewhere in the Agreement, shall mean the services that Bevcorp is to perform under this Agreement (“Services”) and the equipment, parts and other goods or items that Bevcorp is to provide under this Agreement (“Goods”).
- H. **“Reconditioned Equipment”** means equipment that is not new but has been refurbished for resale.

2. Warranty Periods: Warranty Periods are divided into “Product Lines” as described below and vary based on the nature of the Equipment or Part, and the varying market segments in which they participate and compete.

- A. **For Canning Products:** (Preservation Systems NA, PLF, and SF&DS)
Which include Aseptic Processing, Filler-Closers, Retorts, Rotary and Hydrostatic Sterilizers, tomato and fruit Processing systems, and other equipment within these product lines:
 - For Equipment and Services: a period of twelve (12) months from shipment or six (6) months from installation, whichever is earlier.
 - For goods that Bevcorp, its subsidiaries or affiliates do not manufacture, Bevcorp shall assign the Customer, to the extent possible, any warranties received by Bevcorp.
- B. **For A&B Processing Products:**
Which include 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; a period of twelve (12) months from the date of acceptance of the equipment by the Buyer or eighteen (18) months from the date the equipment is ready to ship, whichever is earlier.
 - For Parts (excluding parts that are subsumed within new equipment, which are covered by the foregoing), six (6) months from shipment;
- C. **For Fruit and Juice Products:**
Which include Chopper Blenders, Finishers, Beltroll Sizers, Brush Washers, Quick Fiber Devices, Roller Spreaders, FVP Skids, 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.
- D. **For Fresh Produce Technologies Products:**
Which include 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.
- E. **For Proseal America Inc Products:**
Which include tray-sealing equipment and other equipment within its product line:
 - For new equipment not part of a lease agreement: eighteen (18) months from shipment or twelve (12) months from installation, whichever is earlier.
 - Proseal warranty does not cover Tooling.
- F. **For FTNON Products:**
Which include Magnetic Onion Peelers, Cabbage Coring Machines, Centrifuge Equipment and other robotic food processing equipment within these product lines.
 - FTNON warrants that the 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. The sole remedy for breach of this warranty is the repair or replacement of the defective goods, and FTNON will not be liable under this warranty for down time, lost profits or for any other costs. As stated in 1B, wear parts and consumables are excluded from this clause.
- G. **For Avure Technologies Inc Products:**
Which include 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 to 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".

H. For Bevcorp Products:

Which include Filling, Seaming, and Blending machines and other equipment within this product line, unless otherwise provided on the face hereof, Bevcorp warrants that Services will be performed in a workmanlike manner; and the Goods delivered will be free from defect in material and workmanship. Bevcorp 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 (regardless of registration status) existing anywhere in the world in or associated with the Goods (the "Intellectual Property Rights") and that the Goods will not infringe any third-party Intellectual Property Rights. The Duration of the warranty all be applied in the following manner:

- New equipment for: eighteen (18) months from date of shipment or twelve (12) months from the date of completion of installation, whichever occurs first;
- New Parts or components manufactured by Bevcorp (not associated with new Equipment) for a period of six (6) months.
- Production ready equipment ninety (90) days providing installation and start-up commissioned by Bevcorp (unless otherwise contracted in writing).

The warranties of this section do not cover circumstances when: Buyer fails to comply with its payment obligations under the Agreement; Buyer fails to follow the operation and maintenance manuals and/or instructions provided by Bevcorp; (iii) Buyer uses, obtains, purchases, incorporates or attaches components or parts not supplied by Bevcorp to the Goods; Buyer purchases, obtains, contracts or subcontracts services not performed or supplied by Bevcorp; normal wear and tear parts; or Goods which Bevcorp determines to have been subjected to abuse or other improper use.

Bevcorp shall assign to Buyer, where possible, any warranties it received from suppliers or manufacturers for Goods that Bevcorp, its subsidiaries or affiliates do not manufacture and that Bevcorp is authorized to pass on to a Buyer, and Bevcorp shall not have any liability for such items.

If 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 is less.

NOTE: All warranty claims are to be made to Bevcorp 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 are not covered under any warranty provisions herein, unless explicitly stated otherwise in a specific Bevcorp quote upon which an order is based. Any cause of action arising out of or related to the Product, or any Bevcorp Product warranty shall be brought within one year from the date the claim was discovered or should have been discovered, whichever occurs first.

While this Addendum's primary focus is on defining applicable Warranty Periods across Bevcorp (and JBT) 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.