

Terms and Conditions for Sales/Leases

These Terms and Conditions for Sales/Leases (these "Terms") are incorporated into each electronic or written communication or document referencing them as if fully stated therein.

Except to the extent Gehl Foods, LLC, otherwise agrees in a signed written agreement that amends or waives these Terms (pursuant to these Terms) and to the extent the other party ("you" or "Customer") also agree(s) therewith (each, a "Signed Agreement"):

1. In General.

- These Terms govern all items (whether consumable products or dispensers) provided by Gehl Foods, LLC ("we" or "us" and in the possessive, "our" or "ours"), and we only provide products and dispensers subject to these Terms.
- You accept and agree to be bound by these Terms if you order, purchase, or accept any product or dispenser directly or indirectly from us or if you otherwise incorporate, assent to, accept, and/or otherwise agree to these Terms.
- A version of these Terms shall be deemed to be incorporated into (as if fully restated in) each and every written or electronic communication/document between us and you, and the version so incorporated shall be the unnegotiated version at www.gehls.com/terms-sales.pdf (the "Unnegotiated Terms"), except, in each case, to the extent a version of these Terms is already explicitly incorporated, restated and/or amended/negotiated (pursuant to these Terms) therein.

2. Ordering Instructions (when ordering directly from us).

- Please submit orders to:

Product Orders

Fax: 262-251-9597

Email: orders@gehlfoods.com

Dispenser Orders

Internet: <http://www.gehls.com/Gehls/DispenserPrograms/HotTop2.htm>

Mail: Gehl Foods, LLC, P.O. Box 1004, Germantown, WI 53022

Fax: 262-250-6847

- When ordering, regarding credit and payment, please:

Product Orders

When placing a product order on credit for the first time, provide a completed credit application to Gehl Foods, LLC, P.O. Box 1004, Germantown, WI 53022. Please allow at least one week for our credit review.

Dispenser Orders

Orders must be paid before dispensers are shipped. A credit card may be used by ordering online at the internet address above. Orders for dispensers that are prepaid by check will be held for at least nine business days while the check clears. Orders paid by money orders or cashier checks will only be held for three days.

- When placing an order, please indicate:

Product Orders

Name of the purchaser

Whether the order is for delivery or pickup*

*An allowance is available for some pickup orders.

Please contact one of our sales representatives for details.

Shipping address, if applicable

Billing address, if applicable

Contact information:

- name of an individual we can contact
- the individual's title, if applicable
- company name, if applicable
- address
- email address
- phone number
- fax number, if available

Purchase order number

Our item number for each product ordered

Flavor of each product ordered

Pack size of each product ordered

Quantity of each type of product ordered*

* Full pallets only

Total number of cases of all products ordered*

*Minimum order size: full pallets per item and at least 6,000 pounds

Dispenser Orders (if Not Placed Online)

Name of the lessee (user of the dispenser)

Shipping address

Contact information:

- name of an individual we can contact
- the individual's title, if applicable
- company name, if applicable
- address
- email address
- phone number
- fax number, if available

Our item number for each dispenser ordered

Color of each dispenser ordered

Whether it is a single or dual dispenser

Quantity of each type of dispenser ordered

Total number of dispensers ordered

If a signed lease agreement is not included with the order, the name and date of the agreement that governs the lease of the dispenser(s) being ordered

- For products normally stocked, a lead time of 12 business days for product being picked up and 14 business days for product being shipped is often sufficient, however, products not normally stocked may require additional lead times and may also require a purchase order that is separate from products normally stocked. Shipments of product that are less than a full truckload are subject to consolidation schedules and will take longer. All pickup, shipment and/or delivery dates are estimates that do not account for carrier delay, delays that will occur during holiday weeks, unexpected events/circumstances causing delays, or delays due to inclement weather, acts of God, or other circumstances outside our reasonable control.
- Small pickup orders sometimes have shorter lead times, but we must have at least two full business days to process an order. All requests for small pickups within a short timeframe must be preapproved by us in writing, but even then, no small pickup order may contain a requested pickup date that is within two business days of the time the order is placed.
- Please do not assume we have received an order unless we have acknowledged it in writing or via electronic means. We typically acknowledge orders for products within two business days. With respect to orders for dispensers, if we have an applicable email address on file, we typically acknowledge orders on the date the dispenser ships.
- The information in our order acknowledgement will reflect our pricing and our then-current estimated product/dispenser availability in response to your request/order (unless your EDI System (as defined below) limits our ability to do so or indicates you do not wish to receive such information). We will send updates of our order acknowledgement (or email you) if our estimates change (unless your EDI limits our ability to do so or indicates you do not wish to receive such information), in which case we recommend revising and resubmitting your order and, if your order is for pickup, also communicating relevant changes to your shipping department and carrier. If you wish to revoke/cancel your order, notify orders@gehlfoods.com at least two full business days before our then-current estimated ship/pickup date communicated to you (or promptly upon receipt of any change to our estimates provided during that two-day period).

3. Orders in General.

- All orders are subject to our acceptance or rejection in whole or in part, and no order/change is ever accepted (whether in whole or in part) except as follows: pickup dates last communicated to you become final/accepted when they are less than two business days away, and product/dispenser availability last communicated to you becomes final/accepted to the extent such products/dispensers are shipped/delivered.
- If we reject an order in full because all ordered products are currently (or become) unavailable, please submit a new order when such products become available. We do not backorder products.
- If we reject only part of an order or part of a change to an order (whether via email, an order acknowledgement that does not reflect your request/order, failure to fill it as requested/ordered, or otherwise) because one or more products are unavailable, we will short the order unless you provided notice to orders@gehlfoods.com that you revoke/cancel your order at least two full business days before our then-current estimated ship/pickup date (or promptly upon receipt of any change to our estimates provided during that two-day period). Please submit another order when the products that weren't provided become available. As stated above, we do not backorder products.
- If we propose a change to an order (whether via email, an order acknowledgement that does not reflect your request/order, failure to fill it as requested/ordered, or otherwise), you/Customer will be deemed to have changed your order accordingly unless you provided notice to orders@gehlfoods.com that you revoke/cancel your order at least two full business days before our then-current estimated ship/pickup date (or promptly upon receipt of any change to our estimates provided during that two-day period).
- You may not propose a change to an order within two business days of any pickup date communicated to you or within three business days of any estimated ship date. Please do not assume that we have received a proposed change unless we have sent written or electronic acknowledgement of the same.

4. Dispensers.

- We lease all of our dispensers pursuant to an agreement such as our standard lease agreement located at www.gehls.com/DefaultFilePile/pdf/Forms/Lease_Agreement.pdf (our "Standard Lease").
- There may be times, however, when we sell a dispenser instead of leasing that dispenser, but a sale shall only be deemed to have occurred if there can be no doubt that the dispenser is sold by us and not leased by us (for example, a Signed Agreement retained by you explicitly states a "dispenser" is "sold" by us or you purchased the dispenser from us through a venue such as Amazon.com and you retained the purchase receipt). If you cannot prove that we sold a dispenser, the dispenser shall be presumed to have been leased as described below. When sold, you and all other users of the dispenser must at all times comply in all respects with the dispenser's User Manual and the original stickers applied to the dispenser (including, without limitation, as it relates to safeguards, care, cleaning and maintenance). To the maximum extent allowable by law, the term "products" as used below in these Terms shall include dispensers deemed to have been sold, except:
 - No allowances (as defined below) are applicable on dispenser sales; and
 - The section of the User Manual entitled *Limited Warranty* (and each of its subsections, including, but not limited to, *Limited Warranty, Limitation and Exclusions, Disclaimer of Implied Warranties, Disclaimer of Representations Outside of Warranty*, and

Limitation of Remedies; Exclusion of Incidental and Consequential Damage) applies and controls instead of the corresponding sections and subsections of these Terms.

- As it relates to a dispenser order (and the provision, lease, and shipment/delivery of that dispenser), if there is any conflict between these Terms and the terms and conditions found in an agreement governing the lease of that dispenser (the "Applicable Lease"), the Applicable Lease shall govern.
- An order for a dispenser may not be processed until we have on file an Applicable Lease that has been either physically signed or agreed to through our on-line ordering system (a "Signed Applicable Lease"). Any payment enclosed with a dispenser order may be returned if we do not timely receive a Signed Applicable Lease.
- If we process an order without a Signed Applicable Lease (and you cannot prove we sold the dispenser), the version of our Standard Lease that is in effect on the date that order is placed shall be the Applicable Lease, with the Placement Fee (as defined therein) being the amount paid/charged and the Effective Date (as defined therein) being the date of that order.

5. Products.

- ALL SALES ARE FINAL – NO RETURNS. Exceptions will only be made within our sole discretion. Exceptions are not made for product inventory that has not moved or is slow to move, for expired product (or product after its best-by date), or for errors or damage caused by carriers hired or owned by Customer. Except as otherwise required by law or agreed to in an applicable signed writing:
 - When we hire the applicable carrier, should there be any error, damage in shipment, or any other apparent damage or defect, Customer must reject the affected products at the time of receipt (sending them back with the carrier) and note the problem and number of affected cases on the Proof of Delivery (POD). When Customer (or a carrier hired or owned by Customer) is picking up products, should there be any loading error or apparent damage or defect, Customer must reject the affected products at our dock (leaving them with us) and not have a Bill of Lading (BOL) signed with respect to those products. Once Customer has signed a POD without noting any error/damage and whenever a BOL is signed at pickup, Customer is accepting all products noted therein and is responsible for payment of those products. For products that Customer does not reject as described above, if Customer later discovers any latent damage or defect for which we are responsible, in order to make a claim for a refund or credit, Customer must contact us immediately, and in no event later than two days following discovery of the issue, with a description of the problem. Thereafter, Customer must promptly and accurately complete our Product Return Request Form, sign and return it (together with photographs of the affected cases on all sides) within two days, and keep it updated as additional information becomes available.
 - If we require it, Customer must return affected products (and/or, if we prefer, a sample of them) to us or to our representative and/or dispose of them, in each case, as directed by us. Reasonable direct and documented shipping costs of any such returns will be reimbursed by us to the extent we are responsible for the corresponding latent damage or defect. Such costs may not be marked-up in any way.
 - Customer's right to a refund or credit will be subject to Customer properly maintaining, storing, and segregating affected products from unaffected products so that Customer can ensure that unaffected products remain safe and fit for use, resale, etc. as intended. Other terms and conditions may also apply depending on the situation.
 - Our customer service department will review and approve or decline requests for returns (and refunds/credits). No returns may be made without our approval and an RMA number issued by us on our External RMA Form. If a return is approved, Customer must return the affected products (and/or, if we prefer, a sample of them) within 30 days and must adhere a copy of the issued External RMA Form to ALL pallets and the BOL. Failure to meet both requirements may result in our rejection of the return (and of any refund/credit).
 - Should we deny a refund/credit for any returned products (for example because our inspection failed to verify the existence of a problem or our responsibility therefor or the return was made in violation of these Terms), then we will let Customer know and afford Customer 10 days to retrieve the products from us, less those used by us for testing, a sample that we may elect to retain and for which we will refund/credit Customer, and any that we in good faith believe may be unsafe or unfit (in which case we will preserve for Customer's retrieval only a sample of the unsafe/unfit products and on behalf of Customer dispose of what remains after we retain a sample). We do not otherwise accept responsibility for the longer-term storage of returned products and may destroy or otherwise dispose of products left beyond such 10-day period without any liability on our part.
 - Should we ever authorize a refund/credit for any products when we are not responsible for the latent damage or defect (or when the return was made in violation of these Terms), then the amount of the refund/credit will be reduced by the costs and expenses we incurred in shipping the original products to Customer, any handling or restocking fees (20% of sales invoice), and any other damages suffered by us in connection with the returned or affected products.
- If you have any questions, please call 1/800-521-2873 between the hours of 8:00 am – 5:00 pm CST M-F, or email help@gehlfoods.com.
- Returns (and refunds/credits) are not authorized for, and we will not be responsible for, any cost, expense, damage, or defect that results from or is related to abuse; misuse; neglect; or improper transportation, storage, use, modification or handling of any product or dispenser after delivery by us; negligence or willful misconduct by anyone other than us; the natural expiration of any product (or product after its best-by date); violation of any laws (including, but not limited to, those stemming from common law), rules, regulations and/or other

requirements created by any judiciary, legislative, or other governmental (or quasi-governmental) body, agency, entity or other authority (together, "Laws") by anyone other than us; and/or violation of any agreement between us and/or any of our terms or conditions for sales/leases by anyone other than us.

- Subject to our lien for unpaid invoices, delivery of product by us to a carrier at the point of shipment shall constitute delivery to Customer.

6. Pricing.

- All prices and conditions are subject to change by us at any time without notice.
- As described in the Ordering Instructions, Customer shall order full pallets only and a minimum of 6,000 pounds.
- Bracket pricing for products is based on total product weight of the shipment with a maximum of a full truckload per order.
- As described in Ordering Instructions above, an allowance is available for some pickup orders. This pickup allowance is a per-pound allowance. The total pickup allowance applicable to an invoice is the per-pound pickup allowance multiplied by the actual number of pounds of product being invoiced that was picked up. We will deduct any applicable total pickup allowance directly from our invoice.
- Prices for products include pallets, unless otherwise negotiated.
- Pricing does not include any services. Additional charges will apply to accommodate any services such as special loading, handling, shipping, or unloading instructions (for example, but not limited to, the use of airbags in shipment). Customer shall pay these charges.
- Our price lists and prices are our confidential information and cannot be passed on to third parties without our written preapproval.

7. Payment Instructions.

- For sales of products made on credit, payment terms are Net 10 days, measured from the date of the invoice. The date of the invoice will be deemed to be the date the product leaves our dock.
- We encourage payment through ACH (Automated Clearing House electronic transfer of funds). Please contact one of our sales representatives for an ACH Credit Authorization Agreement for initial setup.
- With each ACH payment, Customer shall send a remittance notification to ar@gehlfoods.com. Please make ACH payments to:

Gehl Foods, LLC
BMO Harris Bank
ABA #071000288
Acct #2648681

- For payments made by check or money order, please mail payments to:

For Products:
Gehl Foods, LLC
Box 95076
Chicago, IL 60694-5076

For Dispensers:
Gehl Foods, LLC
P.O. Box 1004
Germantown, WI 53022

- The payment date will be deemed to be:
 - for payment made via ACH: the date the payment is received in our account.
 - for payment made via U.S. mail: the date we receive the payment.

8. Credit.

- Credit is subject to a credit review, the results of which are satisfactory to us. If at any time the financial responsibility of Customer becomes unsatisfactory to us, we may require payment in advance or a satisfactory security or guarantee. Nothing in these Terms shall be interpreted to require us to grant credit to (or make any other payment arrangement with) Customer.
- If we receive an order before we have been paid for previous orders, we may hold that order until we receive all payments. If we receive an order before we have been paid for all past-due amounts, we may hold that order until we receive all such amounts.
- If we have accepted an order and Customer is past due for any amount at the time of pickup, shipment, or the carrier's delivery of that order, we may withhold any or all of the ordered products and dispensers until we receive all amounts.

- If we require it, Customer shall pay interest on all past due amounts equal to the lesser of 1.5% per month or the maximum amount allowed by law. To the extent permitted by law, Customer shall also pay all costs and expenses involved in collection (including, but not limited to, attorneys' fees and expenses) as well as administrative fees.

9. Pickup, Shipment, and Delivery.

- If a date for pickup, shipment, or delivery is indicated by us in any manner, it is understood to be an estimate (without our guarantee or any liability on our part as to that date). We will, however, make in-stock products available for pickup (or shipment, as is applicable) as near to that date as practicable. If a date for pickup, shipment, or delivery is specified by or on behalf of Customer, it is understood to be a request without any guarantee or liability on our part as to that date.
- We reserve the right to cancel an order or postpone pickup, shipment, or delivery for any reason, including, but not limited to, a strike, transportation unavailability, accident, fire, or other cause beyond our reasonable control.
- If Customer picks up products (even when transportation is arranged/scheduled by us for Customer's benefit), any charges by its carrier will be for Customer's account and are the sole responsibility of Customer.
- We only sell products within the United States and do not act as (and shall not be deemed to be) an exporter of any products or dispensers. Sales are Ex Works (EXW) (as defined by Incoterms 2020), Germantown, Wisconsin, except that we will load a standard truck at our dock, except that we may arrange/schedule transportation on Customer's behalf if agreed upon by the parties (such transportation to be paid for by Customer), and except that we may deliver within the 48 contiguous states and the District of Columbia (of the United States) if such arrangements have been made and if pricing reflects such delivery.
- If Customer has not elected to pick up products, Customer will pay for any charges of the carrier at Customer's location due to delays in unloading (where total time from arrival to departure exceeds two hours), re-delivery, furnishing helpers, sorting, accessorial services, and any non-standard charges.
- Customer must be able to accept 53-foot trucks for deliveries if it has not elected to pick up.
- We reserve the right to charge a fee for missed and late appointments by Customer (which fee may be invoiced separately), and Customer is responsible for paying this fee. Please contact your Sales Representative or Customer Service Representative for the current fee.
- We may have additional terms and conditions applicable to pick up, shipping, and delivery. Please contact 262-251-4100 with questions.

10. Product Pick Up Instructions.

- As indicated in our Ordering Instructions, we must have at least two full business days to process a pickup order. No order may contain a requested pickup date that is within two business days of the time the order is placed.
- As indicated in our Ordering Instructions, the minimum order is at least 6,000 pounds and full pallets per item.
- Pickup orders require a loading appointment made at least 24 hours in advance.
- Please contact us at via email at shipping-logistics@gehlfoods.com to make a loading appointment. We can typically be reached weekdays (excluding holidays) from 7:00 a.m. to 3:00 p.m. central time. Loading times are typically during these same days/hours.
- No attempt shall be made to make a loading appointment that is earlier than the pickup date and time requested in the order or the estimated pickup date and time provided by us.
- Our pickup address will be at one of the following locations (please confirm which is applicable when making an appointment):

Gehl Foods, LLC
 Freistadt Warehouse
 N120 W19000 Freistadt Road
 Germantown, Wisconsin 53022

Gehl Foods, LLC
 Whitney Warehouse
 W185 N1300 Whitney Drive
 Germantown, WI 53022

- Drivers must not park at a dock when arriving.
- All drivers must have the following information upon arrival and before picking up:
 - Appointment time
 - Customer name
 - Destination (city and state)
 - Customer purchase order number

- If a driver is running late for a pickup, we must be promptly notified via email at shipping-logistics@gehlfoods.com so that we can reschedule the pickup to the next available timeslot. As noted above, we reserve the right to charge a fee for missed and late appointments (which fee may be invoiced separately), and Customer is responsible for paying this fee.
- Trucks will not be allowed to arrive before 6:00 a.m. or stay overnight for any reason.
- Trucks must be clean, free from odors, equipped for temperature requirements and maintained to prevent damage during transit and injury to our loading equipment and personnel. We reserve the right to refuse a pickup for any reason, including, but not limited to, a disruptive driver or a vehicle we perceive as dangerous.
- Drivers must let us know upon arrival if there will be another pickup after the one from us. We will stretch the load out to the end of the trailer unless told otherwise.
- Unless other arrangements have been made in advance, trucks must be dock high (four foot high) and able to safely accept a forklift.
- Drivers must obey all reasonable requests, signs, and all health and safety instructions. Customer will be responsible for its carriers and their drivers in all respects.
- Smoking is permitted only in designated areas.
- Claims for damage caused by us must be substantiated. For example, without limitation, if the claim is that we damaged a product in loading it, the claim must be substantiated by photos of the product undisturbed in the truck before unloading. Such claims, as well as claims for missing product or improper product, must be made promptly, and in any event, no later than 24 hours after unloading.
- Carriers and drivers must comply with all applicable Laws, including, but not limited to, Laws pertaining to the safe and sanitary transporting of food products and the Food Safety Modernization Act.
- Each shipment must be sealed and remain unopened until it reaches its final destination (except to the extent otherwise required by a government official and properly reported in the seal accountability log).
- Customer will comply with these instructions and ensure that its carriers and drivers comply as well.

11. Amounts Due to Customer.

- If applicable, to be entitled to any previously approved refund, payment, or credit from us, we must be invoiced for the same. The only exceptions are for any applicable pickup allowance (as described in Ordering Instructions above) unless a deduction or other form of payment has been agreed to by us in a signed writing. No other deductions may be taken from our invoices. If the foregoing is violated, we have the right to treat the amount of the deduction as a balance due. A balance due means we may, among other actions, invoice Customer back for such amounts, reduce the payment of allowances, hold orders, or withhold delivery of products until the balance is paid.
- No refund, payment, or credit will be given for samples taken from a distributor's inventory unless preauthorized by us. The volume and frequency must be reasonable, and again, the amount must be invoiced to us (and not deducted from our invoices).
- Customer waives any and all claims arising out of its transaction with us unless commenced within 12 months from the transaction date. Any audit claim must be fully documented by copies of invoices, contracts, deal sheets and bills of lading. Customer is responsible for the proper review of third-party audit claims prior to submissions.

12. U.S. Export Control Laws and U.S. Foreign Corrupt Practices Act.

- Products and related technical data are subject to U.S. export control Laws (the "U.S. Export Control Laws"). As part of the express consideration provided for receipt of the products, Customer and its Affiliates and Representatives (as this and all capitalized terms used in these Terms are defined in these Terms) shall not export, re-export or otherwise transfer, directly or indirectly, the products and/or technical data provided directly or indirectly by us in violation of the U.S. Export Control Laws or any other applicable Law. Customer shall be responsible for obtaining any necessary U.S. government authorization required to ensure full compliance with the U.S. Export Control Laws. Customer acknowledges that it can contact the U.S. Departments of Commerce, State and Treasury for guidance as to applicable licensing requirements and other restrictions. Customer shall immediately notify us in writing if Customer's export privileges under U.S. Law are denied, suspended, or revoked in whole or in part by any U.S. Governmental Entity.
- Customer acknowledges, on its behalf and on behalf of its Affiliates and Representatives, that the U.S. Foreign Corrupt Practices Act, as amended, (the "Act") may govern with respect to export, sale, distribution, and/or marketing of the products. Customer further acknowledges that under the Act, Customer is prohibited from making a payment, a gift, a promise of or an offer of payment or gift, or an authorization of a payment, a gift, or a promise of or offer of payment or gift (collectively, "payment") to any government official, political

party or party official or candidate, or employee or official of any public international organization, or anyone acting in an official capacity on behalf of such a person (collectively, "foreign official"), or to any other person who may transfer a payment to any foreign official, for the purpose of obtaining, retaining, or directing business to or for any person by influencing an act or decision of a foreign official in his or her official capacity, or inducing a foreign official to do or omit to do any act in violation of the lawful duty of the official, or securing any improper advantage, or inducing a foreign official to use his or her influence with a foreign government, government instrumentality, or public international organization to affect or influence any act or decision of the government, government instrumentality, or public international organization, or to secure any improper advantage. As part of the express consideration provided for receipt of products: (a) Customer shall comply with the Act and any applicable local, national and/or international anti-corruption Laws, at all times while engaged in the distribution, sale, and/or export of products, and (b) Customer's Affiliates and Representatives shall make no payment (as defined above) and take no action in violation of the Act or any applicable local anti-corruption Laws. In addition, Customer agrees not to pay, offer, or promise to pay any fee, bonus, commission, or other payment or anything of value to any person or entity for the purpose of obtaining, retaining, or directing business, or securing any advantage on behalf of us and/or any of our Affiliates and Representatives without our prior written and signed approval. Customer also agrees to notify us immediately upon learning of a possible violation of the Act or other applicable anti-corruption Law(s) or upon receiving an invitation to take action that might violate the Act or other applicable anti-corruption Laws.

- As used in these Terms, "Affiliates and Representatives" of a party means its Affiliates, that party's and such Affiliates' successors and assigns, and such party's, such Affiliates' and such successors' and assigns' owners (direct and indirect), officers, directors, employees, agents and representatives and all direct and indirect customers of the foregoing, and "Affiliates" of a party means individuals and entities that control, are controlled by, or are under common control with, that party.

13. Allowances.

- If, in our sole discretion, we ever offer to provide any allowance, credit, discount, marketing fund, merchandising fund, or other trade fund, promotional payment, etc. (each, an "allowance"), we shall not be liable to pay it if there has not been full compliance with its terms and conditions. For example, without limitation, our distributors may be required to pass through to their direct and/or indirect customers the allowance in order to qualify for it. Failing to do so would mean that we are not liable for any such allowance. As a further example, without limitation, if an allowance has a specific time period during which it is applicable, we shall not be liable for that allowance to the extent related to services performed outside of that time period.
- To be entitled to any allowance correlated to a product, unless the terms and conditions involving that allowance explicitly state otherwise, Customer must take title and physical possession of that product at its owned/operated facility within the timeframe applicable to the allowance. Please contact one of our sales representatives if there are any questions.
- With the exception of any applicable pickup allowance, to be entitled to any applicable allowance, we must be invoiced for the amount of the allowance, unless a deduction has been agreed to by us in a signed writing. As stated in Amounts Due to Customer above, no other deductions may be taken from our invoices. Invoices and applicable documents for an allowance must be received by us within 45 days of the end of each claim period in which they are earned or such allowances will be forfeited.
- Any and all allowances will be subject to our terms and conditions for the same. Such terms and conditions are subject to change by us at any time without notice.
- We reserve the right to withhold payment of any allowance if Customer is not current on all payments. Deductions for invalid claims (those which result in a violation of the terms or conditions to, or a change in the nature of, our allowance programs) and/or undocumented claims will be charged back for repayment or, at our option, will be deducted from other allowances. In addition, we reserve the right to require reimbursement of administrative costs associated with the research of any invalid claims.
- The terms and conditions of any allowance program and the allowances themselves are our confidential information and cannot be passed on to third parties without our written preapproval.

14. **Availability.** We do not guarantee the availability of our products or dispensers and as such shall not be liable for allowances or other costs or deductions when products and/or dispensers are not available for pickup, delivery, or shipment.

15. **Policy Acceptance.** Acceptance of an order by us does not constitute acceptance by us of any term, condition, or provision appearing on or referenced in any written or electronic document submitted to us.

16. **Regulatory Compliance.** The amount of any tax, charge, or imposition not in effect at least 15 days before the effective date of a price list which may, prior to the completion of deliveries, be levied, imposed, or increased by the U.S., any state or any governmental (or quasi-governmental) agency, upon or measured in terms of any of the commodities used in the manufacture of products or dispensers covered by that price list, upon the finished products or dispensers, upon the containers therefor, or upon the processing, purchase, sale, holding for sale, distribution, or handling of any said commodities, products, dispensers, or containers if paid, borne or required to paid or borne (directly or indirectly) by us, shall be added to the prices specified, with Customer responsible for the remittance of payment pursuant to these Terms.

17. **No Diverting.** Customer is authorized to resell only in the United States and only those products that are labeled in English only or in both English and Spanish. Customer may not resell such products elsewhere or resell any other products except to the extent preapproved by us in writing with respect to the applicable products (the "Authorized Products") and the corresponding applicable geographic area(s) (the "Authorized Geographic Locations"). The right to resell is non-exclusive, and Customer does not have any exclusive rights with respect to any Authorized Product, any of the Authorized Geographic Locations, or otherwise. When any Authorized Geographic Location is outside the United States and/or when products are located in any other geographic location outside the United States as a result of Customer's engagement

and/or attempted engagement in any Activities After Gehl's Sales (as defined below), directly or indirectly (together with the Authorized Geographic Locations, the "Non-U.S. Locations"):

- Customer shall at all times ensure that all exportation, importation, storage, transportation, handling, uses, distribution, advertising, sales and other aspects, attributes, condition, acts and failures to act in any way related to, of and/or in connection with the products and/or the Non-U.S. Locations (all of the foregoing, "Activities After Gehl's Sale") are in full compliance with all Laws, and export clearance is the responsibility of Customer, as the Foreign Principal Party of Interest ("FPPI").
 - If Customer remains in good standing with us and maintains compliance with the Law, this authorization/designation will continue unless and until we inform Customer that it has been discontinued/terminated (via email or in writing sent via regular mail or airmail). If there are any previous agreements, arrangements or designations regarding Customer's status in relation to us (whether exclusive or non-exclusive), they are terminated and superseded and replaced by the authorization/designation as a non-exclusive authorized reseller.
 - We understand that Customer has relied on information contained on the Authorized Products' English-language labels, the portions of their labels that are in English, or, if none, their English-language ingredient statements, in each case, provided by us to Customer (the "Seller-Provided Information"). We do not guarantee that the Packaging Graphics (and/or the document and/or other requirements in connection with the Packaging Graphics) of any products comply with the Laws of any Non-U.S. Locations, and notwithstanding anything to the contrary: (1) Customer shall be solely responsible for the Packaging Graphics, including (but not limited to) the accuracy, completeness and layout thereof, and for ensuring that all Packaging Graphics (and products related thereto) conform in all respects with all applicable Laws and are supported by all documents and other requirements, and (2) if Customer engages in and/or attempts to engage in any Activities After Gehl's Sales, directly or indirectly, Customer represents and warrants that all associated Packaging Graphics and products comply, at all times while such products are in the marketplace, with all applicable Laws and are supported by all documents and other requirements, except to the extent breach of the foregoing is directly caused by inaccurate Seller-Provided Information in violation of U.S. Law.
 - Customer hereby agrees to indemnify, defend and hold harmless us and our Affiliates and Representatives from and against any and all third-party (including Governmental Entities' and our employees') claims, allegations, actions, causes of actions and demands (together, "Claims") and any and all judgments and awards resulting therefrom, settlements thereof (to the extent such settlements are made with both Customer's and our approval, which approval shall not be unreasonably withheld or delayed), and direct and/or third-party bodily injuries, illnesses, property damages, penalties, fines, liabilities, deficiencies, costs, expenses, losses and other damages (including all reasonable attorneys' fees and other reasonable defense and investigation costs and/or expenses) (together, "Losses") connected with, arising out of and/or related to the Packaging Materials, Activities After Gehl's Sales, any breach by Customer of these Terms and/or any other agreement between us and Customer (including breach of any representation and/or warranty), any negligence and/or willful misconduct by Customer and/or any of Customer's Affiliates and Representatives, any recall and/or withdrawals from the marketplace of the products from a Non-U.S. Location, any failure to provide adequate warning with respect to any product in any Non-U.S. Location, and/or any breach of any Law by Customer, any of its Affiliates and Representatives, and/or anyone else after we have sold the product; provided, however, that Customer shall not be responsible for any of the foregoing to the extent directly caused by inaccurate Seller-Provided Information in violation of U.S. Law.
 - As used in these Terms, "Packaging Graphics" means the information on and/or missing from products' labels and other packaging, each printed element of such products' labels and packaging, and all advertising, including (but not limited to) design, content, wording, artwork, label features, product claims, logos, trademarks (registered and unregistered), service marks, trade names, trade dress, nutritional statements, ingredient lists, certifications, and/or health, benefit and/or other claims (as all of the foregoing may be changed from time to time).
 - If a recall or withdrawal of products is initiated, either voluntarily or by order of any governmental (or quasi-governmental) body, agency, entity or authority (a "Governmental Entity"), we will, at Customer's expense (except to the extent directly caused by inaccurate Seller-Provided Information in violation of U.S. Law), provide reasonable assistance to Customer in developing a recall strategy and in preparing such reports as may be required in connection therewith. Customer shall promptly notify and provide copies to us of any communications with any Governmental Entity relating to such recall (except to the extent such communications are prohibited by Law), and Customer shall immediately notify and provide copies to us of any communication with any Governmental Entity relating to such recall to the extent such communication relates to our facility or processes or any assessments of the quality or specifications of any product. If Customer has reason to believe that any product must be recalled, Customer shall notify us in writing, as soon as reasonably practical, including the reasons and explanations underlying that belief, prior to taking any action.
18. **Other Fees.** We will not pay for any administrative or handling fees, costs, expenses, or other charges, including, but not limited to, nuisance fees and processing charges.
19. **Guaranty.** With respect to Gehl's®-branded products to be maintained and used entirely within the United States, upon request we agree to sign and deliver with such products our standard Continuing Guaranty for the benefit of our direct customer, which states:

The undersigned, Gehl Foods, LLC ("Seller"), hereby states that each and every article subject to the Federal Food Drug and Cosmetic Act and contained in or comprising each shipment hereafter made by Seller to or on the order of _____ ("Buyer") is hereby guaranteed, as of the time and place of such shipment, to be:

1. Not adulterated or misbranded within the meaning of the US Federal Food, Drug and Cosmetic Act, as amended (the "Act");
2. Not an article which may not, under the provisions of Section 404 or 405 of the Act, be introduced into interstate commerce; and

3. If an article which is a color additive, certified or from a batch that is certified (or if an article which contains a color additive, containing a color additive that is certified or from a batch that is certified) by Seller, one or more of its subsidiaries (if any) or one or more of its or their suppliers, in accordance with the Act.

Notwithstanding the foregoing, this guaranty shall not apply to any shipments that conform to Buyer's specifications for such shipments.

IN NO EVENT SHALL SELLER OR ANY OF ITS SUBSIDIARIES (OR ANY OF ITS OR THEIR SUCCESSORS OR ASSIGNS) BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF BUYER OR ANY OTHER PERSONS OR ENTITIES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST PROFITS, LOST BUSINESS, LOST SAVINGS, DAMAGE TO GOODWILL OR REPUTATION, OR DEGRADATION IN VALUE OF BRANDS, TRADE NAMES, SERVICE NAMES OR SERVICE MARKS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION OR OTHERWISE.

This Continuing Guaranty covers only articles shipped or delivered by Seller and shall not extend to the benefit of persons or entities other than Buyer.

This Continuing Guaranty is subject to revocation by Seller upon written notice to Buyer.

20. **Limited Warranty.** In addition to the guaranty provided as set forth above, we hereby warrant that when delivered by us to our direct customer, each Gehl's®-branded product that is labeled for use within the United States, at the time of such delivery:

1. will conform to any and all final written specifications furnished by us;
2. will have been manufactured, packaged, labeled, and packed by us in compliance with all applicable Laws within the United States, except to the extent any of the foregoing is not our responsibility pursuant to the section of these Terms entitled *No Diverting*; and
3. will be fit for human consumption (unless such product is a sold dispenser).

Notwithstanding the foregoing, however, we do not warrant product if there has been any of the following, and we shall not be responsible unless there has been none of the following:

- improper transportation, storage, use, modification, tampering or handling of the product by anyone other than us after delivery by us to our direct customer;
- natural expiration of the product after its best-by or expiration date;
- alleged or actual problem related with any information and/or intellectual property of or provided by Customer that Customer requested be placed on or used in connection with the product;
- violation of any Law by or on behalf of Customer and/or any of its Affiliates and Representatives;
- after delivery of the product by us to our direct customer, violation of any Law by anyone other than us; and/or
- negligence, gross negligence, fraud and/or willful misconduct by, and/or the Product's nonconformance with the representations, warranties and guarantees described herein as a result of the acts and/or omissions of, Customer and/or any of its Affiliates and Representatives (including, without limitation, the end consumer), and/or, after delivery by us of the product to our direct customer, by any third-party.

21. **Disclaimer of Implied Warranties; Disclaimer of Representations Outside of Warranty.** EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE HEREBY EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND/OR WARRANTIES RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY WARRANTY FROM THIRD PARTIES (THAT ARE NOT OUR AFFILIATES AND REPRESENTATIVES).

22. **Limitation of Remedies; Exclusion of Incidental and Consequential Damage.** Customer may not institute any action in any form more than one (1) year after the cause of action has arisen. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW: IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES AND REPRESENTATIVES BE LIABLE TO CUSTOMER, ANY OF ITS AFFILIATES AND REPRESENTATIVES, AND/OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SPECIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, LOST SAVINGS, DAMAGE TO GOODWILL OR REPUTATION, AND/OR DEGRADATION IN VALUE OF BRANDS, TRADE NAMES, SERVICE NAMES AND/OR SERVICE MARKS) EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION AND/OR OTHERWISE.

23. **Additional Terms and Conditions.**

- These Terms are the only terms and conditions controlling the purchase and sale between us and Customer. These Terms are the exclusive terms and conditions under which we sell, invoice, ship, and/or deliver our products (including, but not limited to, any dispensers deemed to have been sold) and under which we provide, lease, ship, and/or deliver our dispensers. These Terms supersede and replace in their entirety any and all other terms and/or conditions relating to the subject matter hereof, whether oral, written, electronic, or implied, if any, between us and Customer with respect to the subject matter hereof, including, but not limited to, our previous documents entitled 'Policies', 'Ordering Information and Procedures' and 'Pick-up/Delivery Instructions'.

- Acceptance of an order by us does not constitute acceptance by us of any term, condition or provisions appearing on or referenced in such order and/or any other written or electronic document submitted to us. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER OR ON CUSTOMER'S BEHALF OR ANY ATTEMPT TO VARY, IN ANY DEGREE, ANY OF THE PREPRINTED TERMS OR CONDITIONS STATED HEREIN SHALL NOT OPERATE AS A REJECTION OF AN OFFER BY US OR OF THESE TERMS AND CONDITIONS (UNLESS THERE IS VARIANCE IN AN ORDER'S DESCRIPTION, QUALITY, AND/OR PRICE), BUT SHALL INSTEAD BE DEEMED TO BE A MATERIAL ALTERATION HEREOF. THIS OFFER AND THESE TERMS AND CONDITIONS SHALL BE DEEMED ACCEPTED WITHOUT SAID ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OR SAID VARIANCES, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE ACCEPTED THEM BY SIGNING AND DELIVERING THEM OR AN ACKNOWLEDGEMENT OF THEM, BY DELIVERING (DIRECTLY OR INDIRECTLY) AN ORDER REFERENCING A PRODUCT OR DISPENSER OF OURS, AND/OR BY ACCEPTING RECEIPT (DIRECTLY OR INDIRECTLY) OF A PRODUCT OR DISPENSER OF OURS.
- FOR YOUR CONVENIENCE, WE MAY PERMIT THE USE OF YOUR EDI OR OTHER WEB-BASED OR ELECTRONIC SYSTEM AND/OR MEANS ("EDI Systems") TO SUBMIT ORDERS AND/OR SEND AND/OR RECEIVE COMMUNICATIONS TO AND/OR FROM US, BUT NO MATTER WHAT TERMS AND/OR CONDITIONS ARE CONTAINED IN AND/OR SUBMITTED TO US THROUGH SUCH EDI SYSTEM, EVEN THOSE FOR WHICH AN EMPLOYEE OR OTHER REPRESENTATIVE OF OURS WAS REQUIRED TO CLICK A BOX TO ACCEPT, HAS CLICKED A BOX TO ACCEPT, AND/OR HAS OTHERWISE INDICATED HIS, HER AND/OR OUR ASSENT THERETO, AND WITHOUT REGARD TO HOW DATA FIELDS ARE LABELED THEREIN AND/OR HOW THEY ARE DESCRIBED, NEITHER WE NOR ANY EMPLOYEE OR OTHER REPRESENTATIVE OF OURS SHALL BE BOUND BY ANY PROCESS, INTERPRETATION, TERM AND/OR CONDITION THAT IS IN ADDITION TO AND/OR IN CONFLICT WITH THESE TERMS. By indicating your desire to have us use your EDI Systems, you acknowledge and agree with the foregoing, understanding that we cannot be expected to read nor agree to all customers' EDI Systems' terms, conditions and limitations.
- We are not responsible for, and shall not be liable for any losses or damages resulting from, any delay and/or inability to perform if due to the following: any situation and/or circumstance whose cause is beyond our reasonable control, including, but not limited to, those that are an act of God (including, but not limited to, any hurricane, typhoon, drought, earthquake, lightening, snowstorm or other adverse weather condition or natural calamity); an act or threat of war (including, but not limited to, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, rebellion, revolution, insurrection, military or usurped power, or civil war), terrorism, civil disorder, nuclear or utility incident, manmade environmental or natural calamity, explosion, fire, embargo, change in the Laws, epidemic, pandemic, infectious disease, illness, injury, famine, plague, quarantine, travel restriction, accident, flood, sabotage, or damage to tangible property; a riot, lockout, strike, slowdown, injunction, or labor dispute, in each case, even if reasonably preventable; a delay in transportation; or a delay, disruption or shortage of energy, utilities, labor, materials, equipment or facilities, including, but not limited to, a delay or failure of a third-party vendor selected by us to be used in our performance, to provide that which is reasonably required for performance of such obligations.
- Customer will comply with all applicable Laws, including, but not limited to, Laws pertaining to the safe and sanitary warehousing and transporting of food products. Customer will permit audits to verify compliance with the foregoing by our third-party representatives granted we agree that we will act in good faith to minimize any disruption to Customer.
- No provision of these Terms shall be deemed waived, amended, or modified by us or by Customer unless such waiver, amendment, or modification is in a writing signed by an officer of ours and by Customer. Any writing signed in connection with these Terms may be signed in separate counterparts each of which shall be deemed an original and all of which together shall be deemed to be one original.
- Headings and captions are inserted and used solely for convenience of reference and shall not control or otherwise affect interpretation. Any writing signed in connection with these Terms may be signed in separate counterparts each of which shall be deemed an original and all of which together shall be deemed to be one original. Copies of handwritten signatures sent via electronic means are the equivalent of written and signed documents. We and Customer each consent thereto and agree not to object to the use of such electronic documents; however, names that are merely typed and sent via electronic means are not the equivalent of written and signed documents.
- Any delay or failure by us to exercise any right or remedy shall not constitute a waiver by us to thereafter enforce such right and obtain such remedy. Our rights and remedies under these Terms are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.
- If any term or condition of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, then to the extent allowed by law, the same shall (a) be construed and enforced so as to best effectuate our original intention, and (b) not affect the other terms or conditions hereof or the whole of these Terms. We and Customer agree that each of the obligations under these Terms is separate, independent and divisible from the others.
- If Customer is not a U.S. resident or an entity organized under the laws of any U.S. state, then with respect to each dispute arising out of or in connection with these Terms, each Signed Agreement, each order, each written or electronic document in connection herewith or therewith, the rights and obligations of the parties, and all claims relating to or arising out of any of the same or the breach thereof (whether sounding in contract, warranty, tort or otherwise), including (but not limited to) any question regarding the existence, validity and/or termination of any agreement between the parties (whether sounding in contract, warranty, tort or otherwise) (all of the foregoing, each a "Dispute"): (a) notwithstanding anything to the contrary, to the extent we so elect (in our sole discretion), such Dispute shall be referred to and finally resolved by arbitration under the rules of or by the London Court of International Arbitration (the "LCIA Rules"), which LCIA Rules are deemed to be incorporated into (as if fully restated in) these Terms, where: (1) the number of arbitrators shall be one, (2) the language to be used in the arbitral proceedings shall be English, and (3) the seat, or legal place, of arbitration shall be Milwaukee,

Wisconsin, U.S, and (b) such Dispute and the communications/documents involved therein shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended (collectively, the "Conventions"). For the avoidance of doubt, the Conventions are hereby excluded.

- EXCEPT AS REQUIRED BY U.S. FEDERAL LAW, THESE TERMS, EACH SIGNED AGREEMENT, EACH ORDER, EACH WRITTEN OR ELECTRONIC DOCUMENT IN CONNECTION HEREWITH OR THEREWITH, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, AND ALL CLAIMS RELATING TO OR ARISING OUT OF ANY OF THE SAME OR THE BREACH THEREOF (WHETHER SOUNDING IN CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ALL RESPECTS (INCLUDING, WITHOUT LIMITATION, AS TO VALIDITY, CONSTRUCTION, INTERPRETATION, CAPACITY, PERFORMANCE AND EFFECT) BY AND IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN, U.S., WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
- ANY LITIGATION SHALL BE BROUGHT EXCLUSIVELY IN MILWAUKEE COUNTY, WISCONSIN, AND EACH PARTY IRREVOCABLY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN AND WAIVES THE RIGHT TO CHANGE VENUE. SUCH WISCONSIN STATE AND FEDERAL COURTS SHALL CONSTITUTE THE EXCLUSIVE COURTS OF COMPETENT JURISDICTION AND VENUE FOR PURPOSES OF ANY DISPUTE (INCLUDING, WITHOUT LIMITATION, ALL QUESTIONS OF JURISDICTION AND ALL DISPUTES ARISING UNDER, REGARDING OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THESE TERMS, AN ORDER, OR ANOTHER WRITING SIGNED BY BOTH PARTIES). Notwithstanding the foregoing: (1) a final judgment in any such action may be enforced in any other jurisdiction by suit on the judgment, and (2) any action for equitable relief may be brought in any other court having personal jurisdiction over the defendant.

These Terms are subject to change by us at any time without notice. The latest version will be posted on our website at www.gehls.com/terms-sales.pdf. The version of these Terms that is in effect on the date an order is placed shall govern that order.

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