



VEG-TECH TERMS & CONDITIONS OF SALE

QUOTATIONS Quotations are valid for thirty (30) days from date of issue. Unless stated otherwise, prices and deliveries are FOB Veg-Tech's Yuma, AZ factory. Prices do not include any taxes with respect to the sale, purchase, delivery, storage, processing, use, consumption, or transportation of any materials. Any such taxes shall be for the account of Buyer. Materials specifications are subject to change without notice.

PAYMENT TERMS Unless stated otherwise in Veg-Tech's quotation, 100% payment shall be due Net 30 days from date of invoice or prior to shipment of materials whichever occurs. An interest charge equal to 2% per month (24% per year) will be added to overdue invoices. A service fee of 3% will be charged on all credit card transactions. In addition, Veg-Tech reserves the right to change terms and require pre-payment from any Buyer whose account is overdue or found to have an unsatisfactory credit or payment record. Veg-Tech may also refuse to sell to any Buyer until overdue accounts are paid in full. All payment terms must be approved in writing by Veg-Tech's Credit Department.

BUYER'S ORDER A Buyer's purchase order shall be deemed to incorporate, without exemption, all of these Veg-Tech terms and conditions of sale and quotation, notwithstanding any printed order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Veg-Tech to the contrary in writing apart from the printed provisions of such order, and same have been accepted by Veg-Tech in writing.

ORDER ACCEPTANCE All purchase orders are subject to acceptance by Veg-Tech's management and credit approval. No order will be shipped if account is past due. Acceptance of any purchase order is expressly made conditional on purchaser's assent to terms and conditions of sale set forth herein. Any inconsistent terms in any document received from purchaser will not be binding on Veg-Tech.

REPRESENTATIONS VEG-TECH MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE MERCHANTABILITY, FITNESS, CAPACITY OR PERFORMANCE of any materials excepting only to such extent (if any) as is specifically set forth on the quotation. In the event that materials do not comply with such a representation, Buyer shall notify Veg-Tech within 30 days of shipment from Veg-Tech's factory and afford Veg-Tech reasonable opportunity to correct such non-compliance. Buyer shall pay Veg-Tech's list price of any new part then installed and shall be entitled to credit for Veg-Tech's list of any old part for which the same is substituted and shall pay Veg-Tech's shipping charges on such old and new parts. In the event that Veg-Tech is unable to correct such non-compliance, Buyer may at its own expense return the entire materials, FOB Veg-Tech's factory, and Veg-Tech shall then credit Buyer with the full purchase price, excluding shipping charges.

LIMITED WARRANTY Subject to the provisions of the clauses herein, Veg-Tech agrees to correct any defect or defects in workmanship or materials which may develop under proper and normal use, by

repair or by replacement of the defective part or equipment, at Veg-Tech's option, FOB factory. Unless otherwise stated, the warranty period shall be one (1) year from date of shipment.

This warranty is provided to the original Buyer, and may not be transferred, sold or bartered. Motors, drives, electrical controls and other components manufactured for Veg-Tech by others are not covered by these warranty provisions. All warranty claims must be processed through point of purchase. All warranty repair work must be performed either at the factory or by a factory certified service center. For additional information regarding warranties, see Veg-Tech Limited Warranty V2-3.

CLAIMS, DAMAGES, BACKCHARGES, ETC. Veg-Tech shall not be liable, under any circumstances, for any special, indirect, consequential or coincidental damages of any kind whatsoever, whether growing out of the use, inability to use, failure of, defects in the condition of, delay in delivery, non-delivery or otherwise of materials. Veg-Tech will not approve or accept back-charges for labor, materials or other costs incurred by Buyer or others in the modification, adjustment, service or repair of furnished materials. Buyer assumes all risk and responsibility for the use of materials and for the results obtained by any such use and agrees to hold the Veg-Tech harmless from any liability arising out of such use by Buyer, or by any subsequent purchaser from Buyer. In no event shall any claim made by a Buyer be greater than the purchase price of the particular materials in respect of which damages are claimed.

GOVERNING LAW Any claim relating to Veg-Tech's materials shall be governed by and construed in accordance with the laws of Monterey, California and the laws of California and the United States applicable therein. Any and all disputes arising under this Terms and Conditions of Sale, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Monterey, California and each of the parties hereto hereby irrevocably transfers to the jurisdiction of the courts of such province.

CANCELLATIONS, CHANGES, ALTERATIONS Written consent by Veg-Tech is required for the following:

- cancellation of order
- change of project scope
- alteration to contract
- change to materials specifications
- change to original specified delivery date; any other change that materially affects the contract.

If any of the above should result in loss or additional cost, Veg-Tech reserves the right to seek terms that provide indemnity for any loss, including expenses incurred and commitments made.

SHIPPING AND DELIVERY

1. Veg-Tech will attempt to meet the shipment date provided on order acknowledgement but does not guarantee to do so.
2. All orders are accepted subject to delay caused by war, riots, civil commotion, fire, labor disputes, restrictions of any government agency, or other causes beyond the Veg-Tech's control.
3. Veg-Tech will not be held responsible for consequential or incidental damages arising from any delays in delivery.

4. Unless otherwise stated on Buyer's order, orders that include special or non-stock materials may be processed as split shipments, at Veg-Tech's option. On split shipments, stock items will be shipped immediately, and special or non-stock materials will be shipped when available.
5. Claims for shipment shortages or damages must be reported immediately upon receipt of materials.
6. For shortages, Buyer is to sign only for the number of pieces received, and contact factory immediately.
7. For materials damaged during shipment, whether concealed or visible, it is the responsibility of Buyer to file claims with the carrier, regardless of responsibility for freight charges (prepaid, collect, etc.).
8. No credit will be allowed for the return of materials damaged in shipment.
9. For completed orders with shipment delayed at the request of Buyer, Veg-Tech may, at its option, invoice the goods and establish storage fees for holding completed orders.

SAFETY Buyer further acknowledges that it has control over the installation, maintenance, and operation of any item purchased from Veg-Tech and accordingly agrees:

- (i) to properly train and supervise its employees, agents and operators in the operation and maintenance of the equipment;
- (ii) to disclose to and to have available to its employees, agents and operators a copy of the owner's manual, maintenance, safety instructions and warnings provided by Veg-Tech;
- (iii) not to modify, alter or misuse the equipment; and
- (iv) to accept all responsibility and liability for injury to person or property arising from the removal of safety equipment and warnings or from customer's decision not to purchase safety equipment or to fail to take any other action recommended by Veg-Tech.

TITLE Title to materials supplied passes to Buyer at time of shipment, regardless of responsibility for freight charges (prepaid, collect, etc.). Accordingly, the responsibility for filing claims for loss or damage incurred during transit is the responsibility of Buyer. Veg-Tech agrees to assist in these matters but does not assume liability or responsibility for final settlement or collection of claims.

RETURN POLICY

1. Special orders, non-stock and obsolete materials are not returnable under any circumstances.
2. Collect shipments of returned materials will not be accepted.
3. Materials returned without a Return Materials Authorization (RMA) number will not be accepted.
4. At its discretion, Veg-Tech may issue an RMA number and a ship to address for materials to be returned.
5. Returned materials are subject to a restocking charge to cover the cost of processing, inspection and repackaging.
6. All materials assigned an RMA number must be properly packaged and shipped PREPAID.
7. RMA number must be clearly visible on the outside of packaging.
8. A copy of the Bill of Sale to verify purchase date must accompany shipment.

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