

**1. ACCEPTANCE**

These TERMS and CONDITIONS ("Terms") and any Service Product Quotation, Equipment Installation Quotation, Hobart Product

Guidelines, or any agreement signed by an authorized representative of each party (each, a "Service Contract") to which these Terms are attached or incorporated by reference, any Hobart acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("Hobart Documents") and together with these Terms and the relevant Service Contract, the "Agreement"), constitute the complete terms governing the sale of services ("Services") and parts ("Parts") by Hobart Service, a division of ITW Food Equipment Group LLC ("Hobart") to customer purchasing from Hobart ("Customer"). Hobart may update these Terms at any time without notice. For the current version of these Terms, visit [www.hobartservice.com/servicetermsandconditions](http://www.hobartservice.com/servicetermsandconditions).

The current version of these Terms shall apply to all Service Contracts executed (or, if no Service Contract is executed, for all Services performed and Parts delivered) after such website has been updated. **HOBART HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED**

BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR ON CUSTOMER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement required to access a website or on a website will have any binding effect whether or not Hobart clicks on an "ok," "I accept," or similar acknowledgment. Terms contained or referenced in Customer facility sign-in logs, safety waivers or other similar documentation are hereby rejected and shall not have any binding effect on Hobart or its employees. Customer's order of any Services or acceptance of delivery of any Parts manifests Customer's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of a Hobart Document or agreed to in writing by the parties in a Service Contract. In the event of a conflict,

the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized senior officer of Hobart in a Service Contract; (b) Hobart Document terms; (c) these Terms.

**2. QUOTATIONS**

Quotations must be in writing and are only valid for 30 days from the date of the quotation for Service Product Quotations and Parts sales and 90 days from the date of quotation for Equipment Installation Quotations. All quotations are subject to change or withdrawal without prior notice to Customer. Quotations are made subject to approval of Customer's credit. Hobart may refuse orders and has no obligation to supply Parts or Services unless Hobart issues an order acknowledgment or upon the shipment of Parts or commencement of Services.

**3. PRICING & PAYMENT**

Prices and rates are in U.S. dollars and are subject to change without notice, unless otherwise set forth in a Service Contract. Although Hobart strives to provide accurate information, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price, Hobart has the right, at Hobart's sole discretion, to refuse or cancel any orders placed for that item. All products and prices are subject

to change by Hobart without notice and errors may be corrected at any time. Unless otherwise agreed to or noted in writing by Hobart, all payments are due in accordance with the payment requirements specified by Hobart at the time of purchase. Hobart may withhold Services and Parts for Customers that have past-due invoices. Customer is limited to \$25,000 annually in credit card payments in the aggregate, and all other payments must be made by ACH, wire or check.

**4. SITE SURVEY**

Hobart may conduct a Site (as defined below) survey at Customer's facility. Such Site surveys are intended to identify problems which can be readily identified through reasonable visual inspection however Customer is solely responsible for the state of its facility and Site (including electrical and plumbing lines). During a Site survey, Hobart is under no obligation to excavate, move equipment, or otherwise disassemble or remove covers, fascia, sconces, or the like. Should problems or defects be identified during the Site survey or during performance of Services, Customer shall remedy such problems at its own cost before Hobart is required to continue performing or complete any Services.

**5. SERVICE**

Hobart will perform Services and provide Parts as mutually agreed by Hobart and Customer. For each Call (as defined below) Customer shall pay Hobart for all time, travel and mileage charges, and all other fees associated with such Call, at Hobart's then current rates for performance of the Services

at such Call ("Hobart Rates"). For Services that require use of specialized forms of transportation

other than by conventional motor vehicles, Customer shall reimburse for all transportation, food, and lodging expenses incurred by Hobart. Permits required for performance of the Services are the responsibility of the Customer or the applicable third-party contractor. A call ("Call") is defined as a Service on a single piece of equipment that includes labor, travel, return trip charges, parts and standard shipping costs associated with the Service. Hobart may complete a Call in one trip or multiple trips. Should Services be performed on multiple pieces of equipment within the same visit, each piece is considered a separate Call.

**6. TERM**

Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the date of Customer's acceptance and shall continue until the end of the Call to which the Agreement covers. Each Call is subject to its own Agreement. Hobart may elect to terminate this Agreement for cause if Customer becomes past due on payment of any invoice. Hobart also reserves the right to notify Customer that Hobart will no longer sell Parts and/or perform Services until Customer has paid all past-due invoice(s).

**7. PARTS**

During Service visits, Hobart may provide new or reconditioned Parts. Replaced parts and assemblies shall become the property of Hobart upon removal. For Parts installed by Hobart, title and risk of loss transfers to Customer upon installation. For Parts ordered by and shipped to Customer, title and risk of loss passes to Customer upon receipt by the carrier. Should Customer request expedited freight, Hobart will expedite the Parts at Customer's cost. If the Parts are damaged in transit, Customer must file a claim with the carrier and Hobart shall not be liable for such damage. Concealed damage and shorted shipments must be reported to Hobart's Parts Department within 10 days of delivery.

**8. SHIPPING & TAXES**

Shipping charges will be applied based on the delivery method chosen by Customer. Shipping times are estimates only. Customer will be charged the amount of all applicable taxes (federal, state, provincial and/or local) based on the shipping address. Customer is responsible for all other taxes related to any purchases hereunder. All damaged, shorted or missing parts must be reported to the freight carrier. Concealed damage and shorted shipments must be reported within 10 days of order delivery. Notify customer service at 877-333-1863 or via e-mail at [CustomerCare@HobartParts.com](mailto:CustomerCare@HobartParts.com). In damage claims where an inspection is required, the damaged shipment along with all original packaging must be made available to the freight company at the original point of delivery to qualify for claim reimbursement.

**9. ORDERS & RETURNS**

Hobart only accepts American Express, Discover, MasterCard and Visa credit cards associated with a billing address within the United States for online orders. Hobart will not accept online orders for shipments to locations outside of the United States. Hobart reserves the right, at its sole discretion,

to limit the quantity of items purchased per Customer and/or per order. Hobart will provide notification to the Customer should such limits be applied. Hobart also reserves the right, in its sole discretion,

to refuse an order from any Customer. Hobart will provide a full refund to its direct customer for Parts that are returned new and unused within 90 days of the invoice date on, provided that Customer is responsible for all associated shipping costs, provided further that a \$10 restocking fee may apply based on the size of the order or if the package has been opened. Notwithstanding the foregoing

or anything else to the contrary, the following Parts are ineligible for return in all circumstances:

(A) non-cancellable/non-returnable Parts or non-stock Parts, and all Customer orders, (B) hazardous materials and items having a shelf life, (C) electronic boards or components that have been opened, (D) commercial standard items (i.e.: Nuts, bolts, screws), and (E) Parts not in the original packaging. If ineligible Parts are returned, credit will not be issued and Parts will be scrapped, at no liability to Hobart. Return requests must include the item and invoice number and reason for return unless otherwise approved by Hobart. Failure to comply with this section will result in any credit being withheld or reduced accordingly in Hobart's discretion.

**10. INDEMNITY**

Hobart agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the gross negligence or willful misconduct of Hobart or its employees, (ii) Hobart's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual property right directly based on the Services performed by Hobart provided, however, Hobart shall have no duties under this paragraph where the Services or Parts have been modified by any party other than Hobart. Hobart does not indemnify Customer for any damages (or legal expenses) to the extent caused by Customer's (or its agent's or employees') fault. The above obligations are contingent upon (i) Customer supplying Hobart written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with Hobart in the defense and settlement of such claim; and (iii) Customer allowing Hobart the full right to defend and settle such claim.

**11. INSURANCE**

Hobart carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of \$2,000,000 per occurrence, \$4,000,000 aggregate, \$4,000,000 products and completed operations aggregate with Customer as an additional insured per form U GL 11 75 D CW or replacement thereof, iv) commercial auto liability with combined single limits of \$1,000,000 per accident for owned, hired and non-owned vehicles. Hobart will provide evidence of insurance upon request of Customer. Hobart may self-insure any coverage.

(Continue to next page)

# Terms & Conditions Of Sale

This limited price catalog is for making a quick, accurate selection of the correct equipment and prices for orders and quotations. It includes data on the most popular equipment configurations and related accessories.

Refer to your Baxter catalog and spec sheets (available at [www.baxtermfg.com](http://www.baxtermfg.com)) when more detailed information is required. Please do not hesitate to call your local Baxter/Hobart representative or Customer Care Department if you need further help.

## QUOTATIONS:

Written quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to purchaser.

### Requirements for processing quotes:

- 1.) End User information (name, city, state, and zip code).
- 2.) Machine specifics such as door hinging, voltages, direction of operation, and serial numbers for replacements, if available.
- 3.) Complete Specs, drawings, consultant contact, and coversheet(s).

### To assure prompt handling of your order, include complete data on the following:

Complete "Ship To" address, which must include a contact's name and phone number for delivery appointment.

"Want-date" indicating when the equipment is to be delivered to the ship-to-address.

End user's name and address (unless equipment is being ordered for display plan/stock plan dealership).

## PO REQUIREMENTS FOR PROCESSING ORDERS:

- 1.) Your company information (logo) and individual placing the order.
- 2.) Bill to information (if different).
- 3.) Purchase order number.
- 4.) Pay terms – If unknown please contact Kim Ellis in credit services for your terms.
- 5.) If the Purchase Order is from a quotation, please reference the quote reference number and date of quote or attached a copy of the quotation.
- 6.) Complete ship to address is with contact name and number if drop shipped.
- 7.) Need by Date – This is the date you wish the order to arrive at your location.
- 8.) End-user address to include Country of Final Destination if outside of the US (unless equipment is being ordered for display plan/stock plan dealership).
- 9.) Freight terms.

- 10.) Special marks or ship instructions.
- 11.) Detail product information – Model number, voltage, special features, and accessories.
- 12.) Promo number if applicable.
- 13.) Agreed upon price if other than Dealer Net.
- 14.) Identify your customer's type of business by assigning a Market Segment Model. This information will be very helpful in future product offerings and will not be shared with any outside companies.

## SPECIFICATION DATA REQUIRED:

For ALL Machines  
Model Number  
Electrical Spec  
Accessories

## ORDER ACCEPTANCE POLICY:

Baxter's acceptance of any purchase order containing any term, provision or condition which is inconsistent with any of the provisions herein shall be of no force and effect and shall not be binding upon ITW Food Equipment Group, LLC.

## FREIGHT CLAIMS INFORMATION:

### At time shipment is received:

- Observe entire shipment for visible damage and correct amount of pieces. Make notation of shortage or damage on all copies of the freight bill.
- Count and Sign for the number of pieces received.
- Unpack cartons immediately to check their contents for possible damage.
- Notify Customer Care at (800) 333-7447 of any damages.

### Concealed damage, not visible at time of delivery:

- Call the carrier's local terminal immediately to report (note time/date and who you spoke to).
- Carrier must be notified within 5 business days of receipt.
- Keep all original packaging materials for inspection.
- Do not move from delivery location, modify, or install equipment.
- Notify Customer Care at (800) 333-7447.

Unless customer has made third-party transportation arrangements, Baxter will initiate the carrier claims process once the damage has been assessed and any inspections completed.

## SHIPPING INFORMATION:

All machine prices herein are F.O.B. shipping point, shipping charges prepaid and add.

For customer initiated reconsignment, a \$250 reconsignment fee is applicable for each shipment destination.

Customer responsible for shipping charges from US West Coast for Alaska and Hawaii. Always specify your forwarder to be used and give complete address of the forwarder.

Accessory only orders are F.O.B. shipping point, shipping charges prepaid and add.

State and local taxes are not included in the price.

## CONDITIONS FOR EXPORT:

### Pricing

Baxter reserves the right to apply additional charges for equipment for specifications other than those stated in this price book. Please contact Export Customer Care at telephone (937) 332-2096 or fax (937) 332-2976 for details.

### Country of Destination

Baxter reserves the right not to sell specific products for export if after-sales service cannot be provided in the country of destination. Please contact Export Customer Care at telephone (937) 332-2154 or fax (937) 332-2976 for details.

### Export Control Statement

ITW Food Equipment Group complies with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). All business with ITW Food Equipment Group must comply accordingly.

### Compliance With Law

Customer shall comply, and shall assist ITW FEG in its efforts to comply, with all statutes, laws, rules and regulations of the United States (federal and state) and any other countries which may be applicable to Customer, ITW FEG and/or the activities contemplated under this Agreement, including without limitation the United States export controls, the United States Foreign Corrupt Practices Act and the United States anti-boycott laws. Customer shall not take or fail to take any action that would cause ITW FEG to be in violation of any such statute, law, rule or regulation.