



Food and Bakery Systems, Since 1888

Designer and Manufacturers
Of Baking Systems Worldwide

CMC AMERICA CORP.

WARRANTY, TERMS AND CONDITIONS

The machinery manufactured by CMC America Corporation ("CMC") will be free from defects in material and workmanship for a period of one (1) year after shipment of machinery from CMC. The machinery, when properly installed, operated, maintained and managed by Buyer will operate as described in the manual furnished by CMC.

At the discretion on CMC, CMC will replace (F.O.B> place of shipment) or repair, excluding installation, any defective material or workmanship, provided that CMC receives written notice of the claimed defect within one (1) year after shipment of the machinery from CMC.

CMC reserves the right to inspect any claimed defect, repair defective equipment or install replacement parts and to perform any adjustment incident to satisfactory operation of the machinery.

This warranty shall not apply to any equipment that has been improperly operated, maintained, repaired or altered by persons other than CMC. Equipment damaged by misuse, neglect or accident shall not be covered by this warranty.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXTEND BEYOND THOSE SET FORTH HEREIN. THE LIABILITY OF CMC SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT WHICH REPAIR OR REPLACEMENT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY. CMC SHALL NOT BE LIABLE FOR LOSS OF PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FAILURE OF THE EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS. CMC SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE FOR THE COST OF RAW MATERIAL USED OR LOST IN TESTING OR EXPERIMENTAL OPERATIONS OF ANY EQUIPMENT SOLD, WHETHER SUCH TESTING OR EXPERIMENTATION IS COMPLETED UNDER THE SUPERVISION OF A REPRESENTATIVE OF CMC OR OF AN EMPLOYEE OR OTHER REPRESENTATIVE OF THE BUYER.

5 YEAR WARRANTY ON MIXER BOWL

Company provides a five (5) year warranty on the original mixer bowl for a Single Sigma, Double Sigma Mixer or High-Speed Roller Bar Mixer. This will cover defects in material or workmanship for the mixer bowl sheet, wrapper sheet and bowl jacket. This does not include customer misuse failures or ordinary wear items such as roller bar bushings, seals, bearings, O-rings, carrier chains, drive chain or belt, etc.

1 YEAR WARRANTY ON OEM/OFF-THE-SHELF COMPONENTS

Company provides a one (1) year warranty on OEM/Off-the-shelf components including, but not limited to; motor, reducer, operator screen, PLC, 2-speed starter/VFD. This does not include customer misuse failures or ordinary wear items such as roller bar bushings, seals, bearings, O-rings, carrier chains, drive chain or belt, etc.

If any CMC supplier/off-the-shelf provide provides an extended warranty beyond one (1) year, this will be directly passed along to the customer

TERMS AND CONDITIONS

This Order for Sale of CMC equipment is subject to the following terms and conditions:

1. ASSIGNMENT

The buyer's rights and interests in this contract shall not be assigned nor the buyer's duties hereunder delegated without the express, prior written consent of CMC America Corporation or its designated agent.

2. DELAYS

CMC America Corporation will not be liable for any delays in performance of this contract, or delivery of goods, for any damages suffered by buyer by reason of delay, when the delay is caused, directly or indirectly, by fires, floods, accidents, riots, acts of God, war, governmental interference, supplies, transportation delays, or any other cause or causes whatsoever beyond its control. In the event delay is caused by buyer's failure to furnish necessary information with respect to data and details for buyers' determination, CMC America Corporation may extend the date of shipment for reasonable time, in proportion to the period of buyer's delay. In the event of delay in shipment caused by buyer, or at buyer's request, CMC America Corporation may invoice material ready for shipment and payment shall be made in accordance with the stated payment schedule.

3. TAXES

Buyer will pay promptly all property, sales, use or other taxes on this transaction, or the machinery, whether imposed upon the buyer, or CMC America Corporation, and until paid, the same will be considered an obligation under this contract.

4. SECURITY AGREEMENT

Buyer hereby grants to CMC America Corporation a purchase money security interest in the machinery described in this contract, to secure the payment of buyer's obligation to CMC America Corporation, under this contract. In the event buyer defaults in any payment of any installment required to be paid under this contract, and the default continues for a period of ten (10) days, after written notice to buyer, all unpaid installments shall, at the option of CMC America Corporation, become immediately due and payable. In addition to the right of acceleration of installments, CMC America Corporation may pursue any and all remedies available under the Uniform Commercial

Code, in effect in the State of Illinois on the date of this contract. Upon request, buyer will execute and deliver to CMC America Corporation a financing statement covering the terms of this security agreement. In the event buyer refuses, this contract shall serve as such security agreement.

5. CONSTRUCTION

This contract constitutes the entire agreement between the parties and shall be construed in accordance with the laws of the state of Illinois. Buyer agrees to submit to the jurisdiction of the county of Will, in the State of Illinois in an event a dispute arises hereunder. The failure of either party to require the performance of any term of this contract, or the waiver by either party, of any breach under the contract shall not prevent a subsequent enforcement of the term, nor be deemed a waiver of any subsequent breach.

6. WARRANTY

CMC America Corporation will warrant the equipment in accordance with the attached warranty policy.

7. CUSTOMER MODIFICATIONS

Buyer will hold CMC America harmless from any liability regarding modifications performed by either the buyer or its subcontractors, including buyer-supplied electrical components, electrical wiring and mechanical components.

8. SHIPMENT

All prices quoted herein are FOB factory, unless otherwise specifically stated.

9. FREIGHT DAMAGE

CMC America Corporation is not responsible for claims or damages incurred in transit, by any and all carriers, other than CMC America Corporate owned vehicles.

10. CANCELLATIONS

Orders are subject to cancellation only by written formal approval of CMC America Corporation. Buyer agrees to be liable for all costs incurred or accrued, up until the cancellation date.

11. DURATION

All quotations, unless otherwise stated in writing, are valid for 60 days from quotation date.

12. INSPECTION, ACCEPTANCE AND REJECTION

Formal notification of mechanical defects must be made to buyer, in writing, within 24 hrs. of receipt at buyer's dock. Unless specific agreement by both parties is made in writing, prior to receipt of merchandise, buyer agrees to limit any defects and subsequent defect notifications, which may lead to rejection of the merchandise to objective, mechanical defects. Buyer agrees to release seller of any and all liability and responsibility from disputes regarding design and functionality of merchandise.

13. SUPPLEMENTARY INFORMATION

Unless specifically agreed to in writing by both parties, only specifications, drawings, formulations and written technical documents received prior to the date of receipt of order, may be deemed part of this order, unless specifically noted in the body of the contract.

14 Venue

The Venue for any legal actions pertaining to this contract shall be in Will County, Illinois.

15 Attorney's Fees

In the event that action is instituted or attorneys are attained to enforce any provision hereof, the prevailing party shall be entitled to collect costs, expenses and reasonable attorney's fees from the losing party.

Form B-298

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