

# Vendor Terms and Conditions of Purchase

Please read these terms and conditions carefully. They materially affect the parties' obligations. GEA Farm Technologies, Inc. (Buyer is bargaining for and will do business only on the terms and conditions of this form.

1. Acceptance; Contrary Terms; Entire Agreement. This order is an offer to purchase the products and/or services ("Goods" described on the front (accompanying pages) of this form. Delivery or other indications of acceptance by Seller will result in a firm contract containing only the terms and conditions on this form. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS AND CONDITIONS WILL NOT CONSTITUTE A PART OF THE CONTRACT OF SALE. Buyer's performance is conditional upon Seller's assent to these terms and conditions; if any of these terms and conditions are not acceptable to Seller, Buyer must be notified promptly. No claimed modification, termination or waiver will be binding on Buyer unless it is in writing and signed by a duly authorize representative of Buyer

2. Packing. The Goods will be packed and shipped by Seller in accordance with any instructions by Buyer and in accordance with good commercial practices, to ensure that no damage results from weather or transportation. No extra charges will be allowed for packing and shipping unless specified on this form. All Goods must bear markings and labels required by applicable law.

3. Indemnification. Seller will defend, indemnify, and hold Buyer, its employees, customers, successors and assigns, harmless against any claims or demands, actions or proceeding, liability, loss or expense whatsoever, including reasonable attorneys' fees, arising from any actual or alleged (a) defect in the Goods, (b) failure to comply with specifications in the order or with the express and implied warranties of Seller, (c) violation by the Goods, or in their manufacture or sale, an any statute, ordinance or administrative order, rule or regulation, or (d) infringement by any Article not manufactured, packaged, or labeled in accordance with Buyer's design, on any patent, trademark, or other trade designation, trade secret, copyright, or other property right, which shall have been in effect at the time this order is accepted by Seller. If any claim, demand, action or proceeding is commenced against Buyer by reason of any of the above matters, Buyer will give Seller notice thereof in writing.

4. Warranty. In addition to all warranties prescribed by law, Seller specifically warrants that the Goods will be merchantable; free from defects in material, design or workmanship; and fit for the purposes for which such Goods are intended and ordinarily employed. Seller warrants that the Goods will conform to any specifications, drawings, and other descriptions. Such warranties, including warranties prescribed by law, will run to Buyer, its' successors, assigns, and customers, and to users of the Goods.

5. Warranty-Price. Unless otherwise specified on this form, the prices charged to Buyer are F.O.B. Buyer, and include any applicable federal, state and local taxes, charges or duties. Seller warrants that the prices charged Buyer on this order are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general announced price change.

6. Reservation of Rights. Buyer explicitly reserves its rights to all remedies available to it under applicable law, including, without limitation, any rights it may have to incidental and consequential damages.

7. Inspection; Rejection. Goods purchased hereunder are subject to inspection and approval at Buyer's designated destination. Buyer reserves the right to reject and refuse acceptance of Goods that are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied). Seller will reimburse Buyer for inspection costs of rejected Goods and rejected or refused Goods will be returned to Seller at Seller's expense. Payment for any of the Goods hereunder will not be deemed an acceptance thereof. Exercise or non-exercise of this right will have no effect on Buyer's other rights and remedies hereunder.

8. Amendment, Cancellations and Termination. (a) Buyer may, at any time before delivery of the order, make

changes in quantities, specifications, delivery schedules, and methods of shipping and packing. If such changes cause an increase or decrease in prices or in time required for performance, Seller will promptly notify Buyer thereof and an equitable adjustment will be made. Changes will not be binding on Buyer unless evidenced by a change order issued and signed by Buyer. (b) Time is of the essence and Buyer may cancel this order in whole or in part, without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of any other breach or failure of any other terms or conditions hereof. Acceptance of any Goods after the specified delivery date(s) will not operate as a waiver of any of Buyer's rights, including its rights to damages for late delivery. (c) Buyer may terminate this order in whole or in part, at any time for any reason without further liability by notice to Seller in writing. When Seller receives such notice, it will, to the extent specified therein, stop work and the placement of subcontracts under this order, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect the property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within 30 days after the effective date of the termination. Buyer reserves the right to accept or reject any such claim in whole or in part.

9. Compliance with Laws. Seller will comply with all applicable federal, state and local laws, regulations and orders. This includes, without limitation, the requirement that Seller certifies in writing that the Goods were produced in compliance with and meet all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the United States Department of Labor issued thereunder, the Occupational Health and Safety Act, and applicable affirmative action laws.

10. Applicable Law. The validity, construction, and enforcement of this order will be governed by and interpreted under the local, domestic law of the State of Illinois, including, without limitations, its provisions of the Uniform Commercial Code.

## Privacy Policy

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### Privacy Declaration/Data Protection

GEA Farm Technologies affirms that the information provided by you will be treated confidentially in accordance with the legal provisions governing data protection.

### Disclaimer

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