

TERMS AND CONDITIONS OF SALE:

PPNA v2021a

1. **DEFINITIONS:** As used in this Agreement, the terms listed below are defined as follows:
 - A. "Agreement" means the Proposal, Order Confirmation, TCS, and all documents incorporated by reference to such documents.
 - B. "JBT" or "Seller" means the seller hereunder, John Bean Technologies Corporation, or its subsidiary listed on a Proposal.
 - C. "Buyer" means the party or parties to the Agreement other than JBT.
 - D. "Work" means the services that JBT is to perform under this Agreement ("Services") and the equipment, parts, and other goods or items that JBT is to provide under this Agreement ("Goods").
 - E. "Order Confirmation" means a document between JBT and Buyer whereby Buyer agrees to purchase the Work from JBT and JBT agrees to deliver the Work in accordance with the Agreement.
 - F. "Price" means the total amount due from Buyer under the Agreement.
 - G. "Proposal" means the technical document that sets out the specifications for the Work supplied by JBT under the Agreement. For each individual project, Buyer and JBT may sign a Proposal, which constitutes agreement by both Buyer and JBT of the Work supplied by JBT for the related Price, whether or not signed. Proposal is interchangeable with quotation, quote, or any other written document that sets out the specifications of the Work supplied by JBT.
 - H. "Mechanically Complete" means the installation and completion of all items for which JBT is listed as the responsible party in the Responsibilities section of the Agreement, installation and completion of which make the equipment ready for mechanical start up, less any work for which other parties are responsible.
 - I. "TCS" means these Terms and Conditions of Sale, labeled PPNA v2021a.
2. **PRICES/PAYMENT:** A quotation for the Work provided by JBT is only valid for a thirty (30) calendar day period from date of issue, otherwise the Price quoted may be subject to change. Unless otherwise specified in the Proposal, Buyer will pay the Price in U.S. dollars (\$). The Price is based upon the INCOTERMS delivery term set forth in JBT's sales proposal to Buyer. All Price payments are due thirty (30) calendar days after the date of JBT's invoice. If payments are past due by more than sixty (60) calendar days, such overdue amounts will accrue interest at an annual rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum lawful interest rate. When delivery is suspended pursuant to Buyer's actions, omissions, or written instructions, Buyer will pay JBT the full Price and any additional expenses incurred by JBT. Notwithstanding any loss, theft, destruction, or damage of Goods, payments due hereunder must continue to be paid by Buyer without offset. Buyer has no right to offset any amounts due or that become due to JBT against any claims, charges, expenses, or other payment of any kind under any circumstances, including but not limited to any liability, which may arise due to a breach or alleged breach of the Agreement or any provision thereof. If legal action is required to collect amounts owed by Buyer to JBT, JBT is entitled to recover all reasonable collection costs, including, but not limited to attorney's fees and other legal costs incurred by JBT.
3. **BUYER'S DELAYS:** If Buyer requests JBT to delay delivery of Goods, or delivery is otherwise delayed for reasons attributable to Buyer's actions or omissions (including, without limitation, failure to provide a delivery date or location), JBT will provide notice to Buyer of the availability of two options: (1) Buyer may elect to store the Goods elsewhere, such election to be made within five (5) business days of receipt of JBT's notice along with an address for delivery of the Goods and a preferred date or dates of delivery, such date or dates to be within fifteen (15) business days of JBT's notice. If JBT's quotation includes shipment, Buyer will reimburse JBT only for shipment costs in excess those originally expected. If JBT's quotation excludes shipment, or if an additional shipment is required to move the Goods to their final destination and Buyer requests that JBT arrange shipping, all shipping costs and expense will be paid by Buyer; or (2) Buyer may elect for JBT to provide storage of the Goods at a third-party facility, such election to be made within five (5) business days of receipt of JBT's notice, and Buyer will reimburse JBT for all costs and expenses associated with such storage (including all shipping cost and expense) upon receipt of an invoice therefor. In the event Buyer does not respond to JBT's notice within five (5) business days, JBT will choose how to store the Goods, in its discretion, and Buyer will be responsible for all costs and expenses associated with such storage (including all shipping cost and expense). In the event of any Buyer-requested or Buyer-caused delay in delivery that last more than thirty (30) calendar days, JBT will be entitled to revise its delivery dates, project completion schedule, and prices (including the Price).
4. **WARRANTY:**
 - A. Warranty. Unless otherwise specified, the "Warranty Period" for the Work is as set forth on the attached Addendum A (Warranty Periods) for the product line or lines that are the subject of this Agreement. For the Warranty Period, Seller warrants with respect to new equipment or parts manufactured by Seller, its subsidiaries or affiliates only and to Buyer only, that: (a) the Services will have been performed in a workmanlike manner; (b) the Goods will (i) be free from defects in material and workmanship; (ii) comply with the express warranties, if any, found elsewhere in this Agreement; and (c) the Goods do not literally infringe any United States patent issued as of the effective date of this Agreement (a "Patent"). **EXCEPT AS EXPRESSLY PROVIDED HEREIN, JBT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE WORK, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR OTHER QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**
 - B. Warranty Exceptions. This warranty does not apply to Goods subjected to improper storage, misuse, neglect, or accident; Goods not installed, operated, maintained or used in accordance with JBT's instructions and normal industry practice; Goods materially modified without Seller's written approval; and the failure of Goods to operate as a result of any remote connection provided in connection with the "Remote Assistance" paragraph of this Agreement.
 - C. Buyer's Use of Components or Services Not Supplied by Seller. This warranty does not apply to the Work if: (i) Buyer uses, obtains, purchases, incorporates, or attaches components or parts not supplied by Seller and such components or parts cause a problem that would have otherwise constituted a breach of warranty hereunder or (ii) Buyer purchases, obtains, contracts, or subcontracts services not performed or supplied by Seller and such services cause a problem that would have otherwise constituted a breach of warranty hereunder.
 - D. Supplier Warranties. Seller assigns to Buyer, where possible, any warranties received by Seller from suppliers or manufacturers for Goods that are not manufactured by Seller, its subsidiaries or affiliates.
 - E. iOPS™ System Warranty. The iOPS™ System, if included or if purchased by Buyer, is a supplemental feature only and shall not be used as a substitute for Buyer exercising proper care regarding safety or maintenance of the Goods. Buyer understands and agrees that it is Buyer's responsibility to exercise proper care regarding safety and maintenance of any equipment associated with the iOPS™ System and that the

iOPS™ System functionality is dependent on third-party hosting providers and the performance of the internet, none of which is warranted in any respect by JBT. In addition, Buyer acknowledges that iOPS™ System functionality may not detect all conditions that could be harmful, create downtime, or be of interest to Buyer. JBT DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES WILL MEET ANY BUYER REQUIREMENTS, THAT ANY SOFTWARE OR SERVICES WILL OPERATE IN THE COMBINATIONS THAT BUYER MAY SELECT FOR USE, OR THAT THE OPERATION OF ANY SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, JBT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE iOPS™ SYSTEM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR OTHER QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Moreover, notwithstanding any other provision in the Agreement, Buyer understands and agrees that JBT shall have the absolute right to gather, store, and analyze any and all data, including but not limited to error data, event and performance logs, and process data associated with the iOPS™ System provided to Buyer. Further, to the extent any data is not owned by JBT, Buyer hereby grants JBT a nonexclusive, irrevocable, and assignable right and license to gather, store and analyze any and all data associated with the iOPS™ System provided to Buyer.

F. **Obligation Regarding Processed Product.** JBT takes no responsibility and affirmatively disclaims any responsibility for the properties and safety of products processed utilizing Goods sold by JBT. The user of Goods is responsible for any food products produced utilizing such Goods, including compliance with applicable food safety regulations and general requirements in the countries of use, sale, and consumption.

5. **LIMITATION OF REMEDY AND LIABILITY:** JBT's liability under this Agreement, and Buyer's sole and exclusive remedy, is limited to: (a) in the case of a breach of warranty with respect to a Patent, the intellectual property indemnification provision set forth herein; (b) in the case of breach of other express warranties, JBT will: (i) re-do Services if applicable; (ii) repair or replace (at JBT's option) Goods found to be defective, returned EXW INCOTERMS 2020 JBT's supplying plant; or (iii) if, in JBT's sole discretion, re-work, repair, or replacement will not remedy a claimed defect or failure of the Work to comply with any express warranties, Buyer's remedy is limited to repayment of any amounts paid on the Price, cancellation of the Agreement, and return of the Goods EXW INCOTERMS 2020 JBT's supplying plant. JBT will not be liable under this Agreement for labor and/or expenses incurred in removal, replacement, re-installation, inspection, receipt, transportation, and care and custody of the Goods. If the Goods, or other equipment serviced under this Agreement have been used for a period of at least thirty (30) calendar days, JBT may deduct a reasonable depreciation charge from the repayment of the Price. Buyer will give JBT access to and cooperate in repair of the Goods and, at JBT's request, permit JBT to oversee their removal. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE HEREIN, IN NO EVENT WILL JBT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO JBT HEREUNDER OR US \$1,000,000, WHICHEVER IS LESSER.

6. **NO CONSEQUENTIAL DAMAGES:** NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT OR IN TORT, DIRECTLY OR UNDER ANY INDEMNITY, FOR LOST PROFITS, LOSS OF GOODWILL OR OPPORTUNITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTION, OR DELAY OF PRODUCTION, HOWEVER SAME MAY BE CAUSED.

7. **REMOTE ASSISTANCE:** Upon Buyer's request, JBT may provide remote assistance via internet with a direct link to the Goods in order to conduct remote analysis, provide software updates or other remote support or maintenance, or address other technical issues. Buyer has the sole responsibility, at its own cost and expense, to establish, activate, and verify that the network connection is operational, stable, and secure and Buyer's employees are aware of any ongoing remote activity. Buyer understands and agrees that there are security risks that may arise through the use of such remote connection (including potential hacking activity, security vulnerabilities, ransomware, malware, viruses, and risks of other security incidents and breaches) that may put Buyer's employees, equipment, or the Goods at risk. JBT will use commercially reasonable efforts to minimize any security risks. However, JBT assumes no liability arising out of the use of the remote connection to the Goods, and Buyer assumes all risks of the use of such remote connection.

8. **FORCE MAJEURE:** Neither party will be liable for any failure to perform its obligations hereunder or for any delay in such performance that results directly from a Force Majeure Event, nor will any of the foregoing constitute a breach hereunder. The parties acknowledge and agree that they do not anticipate any delays or failures to perform as a result of any coronavirus, related pandemic, nor governmental restrictions related thereto (collectively, "Covid"). Without limiting the foregoing, the parties agree that in the event of any delay or failure to perform by a party to the extent caused by a future development attributable to Covid that is beyond the reasonable control of a party, that party may be excused from such failed or delayed performance for the period of time such excusable event persists. The term of this Agreement and any times for performance will be extended for a period equal to any period of time a party is unable to perform due to any Force Majeure Event. Nevertheless, if the excused event continues for an extensive period of time and causes excessive business harm to the other party, which could be largely relieved by terminating this Agreement, then the other party may terminate this Agreement without other cause, in accordance with the procedure for material breach (though cause for termination under this paragraph may not be deemed a material breach). A "Force Majeure Event" means any act of God, any disease, accident, explosion, fire, storm, earthquake, flood, drought, peril of the sea, riot, embargo, war, or foreign, federal, state, or municipal order of general application, seizure, requisition, or allocation, any failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel, or labor or any other circumstance or event beyond the reasonable control of the Party relying upon such circumstance or event.

9. **TAXES:** The Price does not include any applicable excise, sales, use, withholding, luxury, turnover (including value added and goods and services), purchase, or similar tax of any kind unless otherwise set forth in the Proposal. Buyer is responsible for payment of all such taxes, fees, and charges. Any tax required to be withheld by Buyer under laws of any foreign country for the account of JBT shall be promptly paid by Buyer and on behalf of JBT to the appropriate governmental authority.

10. PROPRIETARY RIGHTS:

- A. **No Assignment of Rights.** Nothing contained in this Agreement will be construed as an assignment or grant to Buyer of any right or title to the trade secrets, copyrights, patents, or other intellectual property rights associated with the Work or for any other related information or data supplied by JBT or its licensors.
- B. **Confidential Information.** Buyer agrees that the Work, its design, and process-know how, instructions on usage, and any other related information or data supplied by JBT (the "Information") constitute valuable trade secrets and proprietary information of JBT or its vendors or subcontractors. Buyer agrees that it will hold the Information in confidence and secrecy. Buyer will not use the Work or the Information except as expressly authorized by this Agreement or except to operate and maintain the Goods supplied or serviced hereunder. Further, Buyer will

not disclose the Work provided hereunder or Information to any party other than its employees or agents who need to use it in order to operate or maintain the Goods supplied or serviced hereunder. Information does not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; or (d) is independently developed by the receiving party without reference to Information received from the disclosing party.

- C. Copying. Buyer agrees that it will not, in whole or in part, copy, disclose, reverse compile, disassemble, reverse engineer, or make any unauthorized use or modification of the Work or the Software. Buyer further agrees that it will not make, or permit any person to make, any drawing, photographs, or other reproduction of the Work other than of the external Work as a whole or as otherwise authorized by JBT. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes as reasonably necessary to support the license granted herein.
- D. Software License. To the extent any software is being delivered hereunder (whether or not embedded in any Goods), such software and accompanying documentation (collectively the "Software") is owned or licensed by JBT and protected by U.S. and international copyright laws, treaties, and conventions. JBT grants to Buyer a non-exclusive, non-transferable, and non-sub-licensable license to use the Software in operating the Goods. If Buyer uses the Software beyond the scope of this license, including making alterations to or copying the Software other than for backup or archival purposes, then JBT may terminate such license without prior written notice. Upon termination of this Agreement or the license related thereto, Buyer will promptly return to JBT or destroy (and certify as to such destruction) all copies of the Software. In the event Buyer terminates or suspends its business, or becomes insolvent or voluntarily bankrupt, or if an involuntary petition in bankruptcy is filed against Buyer and not dismissed within thirty (30) days of filing, or if a receiver, assignee, or other liquidating officer is appointed for all or substantially all of the business of Buyer or if Buyer makes an assignment for the benefit of creditors, then JBT may at its option terminate the Software license granted herein upon notice to Buyer.
- E. Intellectual Property. "Intellectual Property" means inventions and discoveries, patentable or not, trade secrets, trademarks, service marks, patent applications, patents, trademark applications, trademark registrations, copyrightable materials, copyright applications and copyright registrations, foreign or domestic, of a party. "Background Intellectual Property" means all Intellectual Property owned by or licensed to a party (a) developed prior to entering into this Agreement and/or (b) developed outside the scope of any work performed pursuant to this Agreement. Unless otherwise expressly set forth herein, each party retains all rights and ownership interest to its Background Intellectual Property. "Project Intellectual Property" means all Intellectual Property, including, without limitation, proprietary technical, engineering, and business information, reports, studies, analysis, models, or other similar data and documents that are developed in the performance of any work under this Agreement regardless of whether such Project Intellectual Property is developed by Buyer, JBT, or their respective employees, agents, or contractors. JBT will own all right, title, and interest in any Project Intellectual Property that relates to products or services manufactured or provided by JBT. JBT hereby grants to Buyer a worldwide, non-exclusive, non-sub-licensable license to use any Project Intellectual Property owned by JBT solely for the purpose of the operation and maintenance but not remanufacture of any Goods purchased by Buyer under this Agreement. Buyer will own all right, title, and interest in all Project Intellectual Property that does not relate to Goods sold by JBT. Buyer hereby grants to JBT a worldwide, non-exclusive, non-sub-licensable license to use any Project Intellectual Property owned by Buyer solely for the purposes of the manufacture of Goods for or provision of Services under this Agreement. To the extent that any Background Intellectual Property belonging to a party is necessary for the other party to fully enjoy the Project Intellectual Property license granted to it herein, then any such Project Intellectual Property license will also include a non-exclusive, worldwide, royalty-free license to use any such Background Intellectual Property solely to the extent that such Background Intellectual Property is necessary to practice said Project Intellectual Property. This paragraph is strictly limited to the above grant and should not be construed as granting to either party a general license to or any ownership rights in any Background Intellectual Property owned by the other party.
- F. Access to Data. Buyer hereby ensures and warrants that all necessary rights, licenses, consents and/or permissions have been granted and/or obtained from third parties (including, without limitation, Buyer's employees, officers, representatives, and contractors) for JBT lawfully, during the term of and/or for the purpose of the Agreement, (a) to access any data, including (without limitation) any personal data, held by Buyer and to which JBT may have access, and (b) in order to comply with JBT's obligations and duties arising out of the Agreement, for JBT to process such data. Buyer further warrants that it complies with all requirements of applicable law to safeguard the security of such data and that JBT is not in breach of any applicable law by accessing or processing such data. Buyer will indemnify and hold JBT harmless against any claim arising out of or related to (i) Buyer's failure to safeguard the security of such data, and/or (ii) a breach of Buyer's warranty that JBT is not in breach of any applicable law by accessing or processing such data.

11. INTELLECTUAL PROPERTY INFRINGEMENT: Buyer agrees to promptly notify JBT in writing of any notice, claim, or suit alleging that the use or sale of the Work or any Good delivered hereunder infringes any third party's intellectual property rights, and JBT will defend and indemnify Buyer from any such claim or suit, provided and upon condition that (i) Buyer promptly delivers to JBT all notices and other papers received by or served upon it; (ii) JBT is permitted to take complete charge of its defense and to compromise the same, if JBT deems it advisable; (iii) Buyer gives JBT its full cooperation; and (iv) Buyer does not by any act, except as may be required by law, or compelled during or as a result of legal proceedings, materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the Work or any portion thereof is held to constitute infringement and its use is enjoined, JBT will, at its own expense and option, either procure the right for continued use thereof, rework, replace, or modify the affected portion so that it becomes non-infringing, or accept return of such infringing portion and refund a pro rata portion of any amount paid by Buyer for such portion. However, Buyer is not entitled to recover damages from JBT because of such injunction. If Buyer provides the applicable specification that is the subject of the infringement claim, if Buyer materially alters or modifies any Work delivered hereunder, or any portion of it, or uses the Work or any portion of it with software or equipment that JBT did not supply to Buyer, then this indemnification provision will not apply and JBT will have no liability whatsoever for intellectual property infringement claims that may arise and Buyer will indemnify and hold JBT harmless from any such claims. This states the entire liability of JBT with respect to alleged intellectual property infringement by the Work.

12. DATA PROTECTION: To the extent applicable, Buyer and JBT will observe compliance with the EU General Data Protection Regulation 2016/679 (the "GDPR") and any other applicable legislation regarding privacy, data protection, and security (together, "Data Protection Legislation"). Where applicable, based on aforementioned Data Protection Legislation, Buyer will duly inform individuals about the processing of their personal information through the Services provided by JBT, including but not limited to the iOPS™ System. If the iOPS™ System is included in the scope of Work, Buyer and JBT agree to execute a separate iOPS™ System data processing agreement.

- 13. RISK OF LOSS AND TITLE/SECURITY INTEREST:** Unless otherwise specified in the Proposal, the Goods will be delivered CIP Buyer's facility in accordance with INCOTERMS 2020, and risk of loss will pass in accordance with such INCOTERM. JBT is not responsible for the arrangement of customs clearance or the payment of import fees and customs clearance duties for Goods sold for delivery to a foreign country where JBT is not the importer of record. Title in the Goods passes to Buyer when the Goods are delivered to Buyer or the first transportation carrier, whichever first occurs. Notwithstanding the foregoing, to secure Buyer's obligation to pay the Price, plus accrued interest, if any, and to fully perform all of the terms and conditions of this Agreement, Buyer hereby grants JBT a purchase money security interest in all Goods sold hereunder and the proceeds thereof. Buyer authorizes JBT to file any and all financing statements or other documents and take actions considered necessary or appropriate by JBT to perfect the security interest granted herein. Buyer agrees to take any and all further steps and execute and deliver to JBT any and all documents reasonably requested by JBT which are necessary and appropriate to perfect the security interest granted herein. Until full payment of the Price is received, JBT may enter Buyer's premises to inspect the Goods and, if Buyer defaults under this Agreement, to repossess and remove the Goods. Buyer will not move the Goods from the premises in which they were first installed until the Price has been paid in full. Buyer and JBT agree that the Goods are personal property, and they shall retain that character no matter if or how affixed or attached to any structure.
- 14. SAFETY FEATURES:** It is understood that (i) JBT has relied upon data furnished by or on behalf of Buyer with respect to the application, manner of use, location, connection to other pieces of equipment, and safety aspects of the Goods or upon representations made by Buyer or on behalf of Buyer that the Goods will not be applied or used by Buyer or its customers in such a way as to detract materially from their safety in use, including without limitation in an installation of which the Goods will be a part or in the manufacture of another product in which the Goods will be a component; and (ii) that it is Buyer's responsibility to assure that the Goods when installed and put in use will be in compliance with safety requirements fixed by applicable law and will be otherwise adequate to safeguard against injuries to person or property.
- 15. INSPECTIONS:** To the extent that any Services include inspections or audits, Buyer acknowledges and agrees that inspection or audit by JBT is limited to (i) the defined and finite scope of the inspection or audit, (ii) the day and time of the inspection or audit and (iii) if applicable, physical limitations in the ability of JBT to view, observe, inspect, audit, and access all relevant components, and is in no way to be considered a guarantee or warranty given on the inspected or audited equipment or components, or a guarantee or warranty regarding the future use, operability, or suitability of inspected or audited equipment or components, or a guarantee against future unforeseen malfunctions of any equipment or components. When performing an inspection or audit and/or within its inspection or audit report, JBT may have noted possible areas of concern outside of the scope of the inspection or audit. This is done out of JBT's commitment to identify and communicate possible equipment and component safety issues when they are noticed. However, in doing so, JBT assumes no responsibility regarding such safety issues that JBT may have noted, or undetected issues that might exist.
- 16. INDEMNIFICATION:** Without limiting JBT's obligations as provided above to repair or replace defective parts and to indemnify Buyer with respect to patent infringement claims, each party will indemnify, defend, and hold harmless the other party, from and against any loss, liability, claim, or action, to persons, property, or third parties ("Loss") to the extent that such Loss was caused by the indemnifying party or its agents, subcontractors, or affiliates. The indemnification obligations herein provided continue in full force and effect notwithstanding termination of this Agreement whether by expiration, operation of law, or otherwise.
- 17. INSURANCE:** JBT and Buyer each represent that it has liability insurance coverage, in sufficient and adequate amounts, to support the indemnification obligations set forth in this Agreement.
- 18. ACCEPTANCE:** Buyer may choose to issue a purchase order to identify the Work for purchase and for its own internal purposes. However, unless expressly accepted in writing by an authorized employee of JBT, any Buyer terms and conditions contained in purchase orders, acceptances, acknowledgments, confirmations, or other documents inconsistent with, different from, or additional to the terms and conditions herein, will be null and void, and in lieu thereof, the terms and conditions herein shall control. No modification hereof will be binding upon JBT unless such modification is in writing signed by a duly authorized representative of JBT.
- 19. MERGER/SEVERABILITY:** This Agreement constitutes the entire understanding between Buyer and JBT and supersedes all contemporaneous and previous agreements and understandings between Buyer and JBT relating to its subject matter. Any promises, representations, warranties, or guarantees not contained herein have no force and effect unless in writing signed by JBT and Buyer. Should any provision herein be contrary to, prohibited by, be held unenforceable, be deemed invalid or in conflict with the applicable laws or regulations, such provision will be deemed inapplicable and omitted to the extent contrary, prohibited, unenforceable, invalid, or in conflict, and the validity of the remaining parts or provisions will not be affected and will be given effect so far as possible.
- 20. CHANGES AND AMENDMENTS:** Unless otherwise specified herein, no amendment of this Agreement will be valid or binding unless in writing and executed by authorized representatives of each party. If Buyer requests a change in the Work which is acceptable to JBT, then JBT will give Buyer notice of a change order describing the change and any increase in Price or extension of delivery dates required by the change. If Buyer does not object to the change order within ten (10) calendar days from the date of notice, then JBT will proceed with the change, and Buyer will pay for the change as indicated in the change order upon issuance of JBT's invoice. JBT reserves the right to discontinue the manufacture or provision of, or change or modify, any Goods or Services or their design or construction.
- 21. TERMINATION BY SELLER:** In the event of Buyer's non-payment of JBT's invoices, JBT reserves the right to suspend its performance hereunder or terminate the Agreement without liability to JBT.
- 22. REPUDIATION BY BUYER:** Buyer may not terminate this Agreement without JBT's prior written consent unless JBT is in material default and fails to perform its obligations. If Buyer purports to terminate the Agreement for its convenience or if Buyer otherwise repudiates this Agreement, Buyer will be liable to JBT for the Price and all of its costs and other commitments incurred to the date of purported termination or repudiation.

- 23. GOVERNING LAW:** This Agreement is construed to be between merchants and any dispute arising out of or in connection with it, including a dispute as to the validity, existence, or termination of this Agreement is governed under the laws of the State of Illinois, without regard to its conflicts of laws principles.
- 24. DISPUTE RESOLUTION:** This Agreement is set forth in the English language. In the event of any dispute arising under this Agreement, the English language will govern the interpretation, meaning, and intent of this Agreement. If there is any dispute, or difference arising out of, or relating to this Agreement or the breach thereof, the parties will use their best endeavors to settle such dispute, or difference, by consulting and negotiating with each other, in good faith and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. If the parties cannot resolve such dispute, or difference, up to the level of each party's Division President within ninety (90) calendar days after a party's initial notice of the dispute the parties shall be free to litigate their differences. This clause does not preclude the parties from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy to which they are entitled. The prevailing party in litigation, including any appeal or petition for review, will be entitled to recover reasonable attorney fees and costs.
- 25. ASSIGNMENT:** Neither party may assign this Agreement or any of its rights, or delegate the performance of its obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, provided however that a party may (i) assign this Agreement to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof, or (ii) upon written notice to the other party, assign this Agreement to any entity that is owned by such party.
- 26. DELIVERY AND ACCEPTANCE:** Deliveries are scheduled only after acceptance of an order and clarification of required technical information, including Buyer approval of drawings when required, and the agreed-upon down payment has been made by Buyer and/or agreed-upon payment security has been provided. Shipping dates are estimates, made to the best of JBT's ability based on conditions prevailing at the time of quotation, and are not guaranteed. Buyer must immediately inspect or provide for immediate inspections upon delivery. All claims for alleged conspicuous defects are waived and Buyer will be deemed to have accepted the Work, unless JBT is notified of the claim within thirty (30) calendar days after receipt of the Goods or completion of the Services. JBT will be released from any delivery time obligations if: (a) information, including but not limited to, data, drawings, schemes, or diagrams, necessary for design, manufacture, supply, or delivery is not timely received from Buyer, is incomplete, or contains inaccuracies, (b) Buyer fails to perform any of its obligations under this Agreement, (c) unanticipated or different tests, controls or inspections must be conducted, or (d) Buyer requests variations to the Work from that specified in this Agreement.
- 27. GOODS FOR EXPORT:** Buyer will advise JBT of the true and ultimate destination of the Goods. Unless otherwise expressly stated, JBT presumes Goods are destined for ultimate delivery in the U.S. If Goods are exported without its knowledge, JBT will not be liable for packaging, marking, labeling, documentation, or warranty deficiencies which may result.
- 28. BUYER'S OBLIGATIONS:** Buyer is responsible for the accuracy of any designs, drawings, and specifications it provides to JBT and will hold JBT harmless from any and all costs or expenses JBT incurs due to any Buyer errors or mistakes. Buyer will provide all permits and licenses required by federal, state or local authorities in connection with the delivery and installation of the Goods.