Terms & Conditions of Sale

Alto-Shaam, Inc.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. ALTO-SHAAM, INC. ("SELLER") WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS ON THIS FORM.

1. ACCEPTANCE AND AGREEMENT: The provisions on the face of the Seller acknowledgment and these Terms and Conditions of Sale constitute the entire agreement between Seller and the customer (the "Customer") with respect to the purchase and sale of the products covered hereby (the "Products"), and supersede Customer's purchase order and all other communication between the parties, whether written or oral. No purported modification or waiver of the provisions hereof shall be binding on Seller for any reason or purpose unless contained in writing signed by an authorized representative of Seller.

2. LIMITED WARRANTY AND REMEDY: Seller warrants to the original purchaser that any original part that is found to be defective in material or workmanship will, at Seller's option and as Customer's sole and exclusive remedy, subject to provisions hereinafter stated, be replaced with a new or rebuilt part. The labor warranty remains in effect one (1) year from installation or fifteen (15) months from the shipping date, whichever occurs first. Seller will bear normal labor charges performed by an authorized Seller service agent during standard business hours and excluding overtime, holiday rates or any additional fees. The parts warranty remains in effect for one (1) year from installation or fifteen (15) months from the shipping date, whichever occurs first.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE, LOSS OF REVENUE OR PROFIT, OR LOSS OF PRODUCT, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

3. LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, ON TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS NOT IN WRITING THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.

4. DELAYS BEYOND THE CONTROL OF THE SELLER: Seller shall have no liability as a result of any delay or failure to manufacture, ship or deliver any Products to Customer if such delay or failure is directly or indirectly caused by fire, flood, strike, or other labor dispute, accident, inadequate transportation, shortage of labor, material or supplies, or due to regulations, priorities or orders of any governmental authority or due to any other cause, whether or not similar to the foregoing, beyond the reasonable control of Seller.

5. CANCELLATION: Seller must receive written notification of all cancellations and changes on in-house orders within 48 hours from date of order acknowledgment. Customer will be responsible for outgoing and return freight charges on orders shipped prior to the receipt by Seller of a written notice of cancellation or order

change. Cancellation or changes to Customer's order will be subject to Customer's payment of Seller's 20% cancellation charges, which shall include all reasonable costs incurred by Seller in preparing to meet Customer's anticipated delivery schedule, including without limitation commitments made by Seller to its suppliers, and the cost of inventory (raw materials, work-in-process and finished goods) allocated to Customer's order.

6. SHIPMENT AND RETURNS: Seller reserves the right to select the manner and route of shipment unless Customer furnishes exact shipping instructions at least 5 days prior to shipment. Any Products which are not shipped as scheduled on account of Customer will be held at the sole risk and expense of Customer. All shipments for domestic sales (i.e., when the destination is within the United States) shall be F.O.B., point of shipment (within the meaning of the Uniform Commercial Code) and for export sales shall be Ex-Works, Seller's plant in Menomonee Falls, Wisconsin, U.S.A. (within the meaning of INCOTERMS 2010), unless otherwise stated on the face of the Seller acknowledgment. Prices are quoted based on these F.O.B. or Ex-Works terms, as applicable, unless otherwise specified. Prices include skidding, crating or boxing unless otherwise noted. Export processing and boxing for overseas shipment are at additional cost, as separately quoted. Customer agrees to assume all risks of loss or damage to the Products while being transported or enroute to truck or railroad, airway or other carrier direct to Customer. It is agreed that the carrier is to be the purchaser's agent for all purposes. Therefore, Customer must file claims for loss or damage directly with the carrier. Seller's responsibility ceases upon delivery, in good order, to the carrier. No returns will be accepted on special or custom built equipment or parts, or on equipment more than thirty (30) days from the original ship date, or on or parts older than ninety (90) days from the original date of shipment. Equipment returns will be subject to Customer's payment of Seller's 20% return charges. Written permission must be obtained from Seller before returning any Products, and any Products returned without such written authorization will be refused as "Returned Shipment Unauthorized."

7. FAIR LABOR STANDARDS ACT: Seller certifies that all Products covered by this order have been manufactured in compliance with the Fair Labor Standards Act, as amended, and all other applicable government laws and regulations.

8. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION CLAUSES: Seller certifies it is in compliance with Readjustment Assistance Act of 1974, as amended (38 USC 4212), and Section 503 of Rehabilitation Act of 1973, as amended.

9. PRICE CHANGES: Seller reserves the right to raise the prices set forth herein in connection with its adoption of a new price schedule or modification of an existing price schedule, provided such increase is generally applicable to Products of the kind covered hereby. Such revised prices shall be applicable hereunder on all shipments made on and after the effective date of the price change. Customer may upon receipt of notice of increase in prices of Products covered hereby, cancel that part of the order scheduled to be shipped within 4 weeks after the price notification and which will be subject to such increased prices, by written notice to Seller given within 7 days after its receipt of such notice.

10. CREDIT AND TERMS: All prices are stated in and shall be payable in U.S. dollars. If Customer's credit has been approved by Seller's credit department, terms of sale are net 30 days from the date of invoice except where different terms are stated on the face hereof. If Customer's credit has not been so approved, it will be required to make payment in advance or by some other means agreeable to Seller in its sole discretion. If Customer is new, credit approval will be expedited if Customer promptly submits the names, address and phone numbers of at least five trade references and the name, address and phone numbers of Customer's

bank. All C.O.D. requests, whether requested by Seller or by Customer, must be paid by certified check. Each letter of credit required by Seller shall (a) be issued or confirmed by a prime U.S. bank acceptable to Seller, (b) be in the case of export shipments, subject to and governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No. 600, revised effective July 1, 2007), (c) otherwise be acceptable in form and substance to Seller, and (d) provide for payment to Seller of the full amount of the purchase price plus prepaid freight in U.S. dollars, and presentation by Seller of sight drafts, Seller's invoice and such other documents that shall be required by the letter of credit. All banking and other charges for such letter of credit will be for the account of the Customer.

11. INFRINGEMENT: Seller at its own expense will defend and hold Customer harmless from and against all damages, costs and expenses arising from any valid claim of infringement of any patent, trademark, registered design or other intellectual property rights caused by the Products originally manufactured by Seller, provided Customer (a) has not modified such Products, (b) gives Seller immediate notice in writing of a claim or institution or threat of suit, and (c) permits Seller to defend or settle the same, and gives all immediate information, assistance and authority to enable Seller to do so.

12. SERVICE AND REPLACMENT PARTS: For seven (7) years from the shipping date of any Products, Seller will make available for purchase service and replacement parts with respect to such Products, unless such parts become obsolete for reasons beyond the reasonable control of Seller, including without limitation advances in technology or components not being available on commercially reasonable terms.

13. WORK BY OTHERS; ACCESSORIES AND SAFETY DEVICES: Unless otherwise agreed in writing, Seller has no responsibility for labor or work of any nature relating to the operation, use or installation of the Products, all which will be performed by Customer or others. It is the responsibility of Customer to furnish such accessory and safety devices as may be desired by it and/or required by law. Customer shall require its employees to use all safety devices, guards and proper and safe operating procedures to the extent set forth in operator and machine manuals and instruction sheets furnished by Seller. Customer is responsible for consulting any such manuals and instruction sheets, applicable OSHA regulations and other applicable sources.

14. CONFIDENTIAL INFORMATION: Customer acknowledges that all trade secrets, designs, specifications and other Confidential Information (as defined below) which may be disclosed to it by Seller shall at all times, both during and after expiration or termination of this agreement for any reason, remain the exclusive property of Seller and that Customer shall not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller to Customer orally or in writing, or acquired by Customer through observation, regarding Seller's products, technology, inventions, formulas, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, with the exception of such information which (a) was already part of the public domain at the time of the disclosure by Seller; (b) becomes part of the public domain through no fault of Customer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Customer's possession prior to the disclosure by Seller and was not acquired, directly or indirectly, from Seller or from a third party who was under a continuing obligation of confidence to Seller; or (d) is received (after the disclosure by Seller) by Customer from a third party who did not require Customer to hold it in confidence and did not acquire it directly or indirectly from Seller under a continuing obligation of confidence. Except as necessary to perform its duties under this agreement, Customer shall not use or disclose any of such Confidential Information, but shall use the greater of the degree of care required by this agreement or the same degree of care given its own trades secrets and

confidential information. Upon expiration or termination of this agreement for any reason, Customer shall, within 15 days, surrender to Seller all plans, drawings, specifications, sketches, pictures, films, tapes, computer disks, literature, samples, documents, other tangible objects and all copies thereof relating to trade secrets and other Confidential Information and all of Seller's property. Customer shall be permitted to destroy rather than return all analyses, extracts and summaries prepared by Customer which contain Confidential Information, and such destruction shall be certified in writing to Seller by an authorized officer of Customer who has supervised such destruction. Nothing in this agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller with broader protection than that provided herein.

15. INTERNET MINIMUM ADVERTISED PRICE (IMAP): If Customer is a distributor or dealer, Customer acknowledges that it has read the minimum advertising pricing policy of Seller set forth on Exhibit A attached hereto. Customer's compliance with this policy is in its sole discretion and is subject to Seller's right to implement the policy as provided therein in Seller's sole discretion.

16. GENERAL: (a) No modification or waiver of this agreement or any of its provisions is valid unless expressly agreed to by Seller in writing, and no waiver by Seller of any default under this agreement is a waiver of any other subsequent default; (b) no agreement is formed hereunder unless Customer's order is accepted by Seller in writing; (c) the unenforceability or invalidity of one or more of the provisions of this agreement will not affect the enforceability or validity of any other provision of this agreement; (d) THE COMPLETE AGREEMENT BETWEEN SELLER AND CUSTOMER IS CONTAINED HEREIN AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS STATED BY CUSTOMER SHALL BE BINDING UNLESS AGREED TO BY SELLER IN WRITING; (e) no course of dealing, usage of trade or course of performance will be relevant to supplement or explain any terms used in this agreement; (f) Customer may not assign any of its rights, duties or obligations under this agreement without Seller's prior written consent and any attempted assignment without such consent, even if by operation of law, will be void; (g) this agreement is governed by and shall be construed in accordance with the internal laws of the State of Wisconsin, including the Uniform Commercial Code as enacted by such state; provided, however, that the rights and obligations of the parties hereunder shall not be governed by the provisions of the United Nations Convention on Agreements for the International Sale of Goods; and (h) all export shipments hereunder are subject to compliance with all U.S. laws and regulations concerning exports. Customer agrees to comply with all such laws and regulations concerning use, disposition and sale of the Products. The provisions found in sections 1, 2, 3, 4, 11, 12, 13, 14, 15 and 16, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of this agreement for any reason. Seller's management reserves the right to make final decisions on all order related policies and/or cancellation/change fees and/or waivers. Final determination of the decision rests with an officer of Seller or the President of the Company.

EXHIBIT A

INTERNET MINIMUM ADVERTISED PRICE (IMAP):

Alto-Shaam's Minimum Internet Advertised Price (IMAP) policy is intended to help protect its brand reputation as a premium manufacturer of high quality products and to maximize the customer buying experience. The manner in which Alto-Shaam products are advertised or promoted and how price is implied relative to list price by its dealers and distributors can impact its brand perception. The IMAP policy is designed to ensure that dealers and distributors continue to invest the resources required to provide the necessary pre- and post-sale support for our customers.

POLICY

Alto-Shaam dealers and distributors may not advertise or promote Alto-Shaam products less than 20 percent off of the current list price. Pricing may not be rounded down to the nearest dollar. Dealers and distributors are responsible for adhering to the IMAP policy and current list prices. In addition, Alto-Shaam dealers and distributors are responsible for upholding the Alto-Shaam brand with current products, logo and imagery on their web site and in any advertising or promotional activity.

This IMAP policy applies only to price advertising and promotion of current, new Alto-Shaam products in the United States. It may be updated or discontinued by Alto-Shaam at its sole discretion and thirty (30) days advance notice will be given on any updated pricing before deemed applicable. The terms and conditions are confidential and may only be disclosed to dealers and distributors in the United States. This IMAP policy does not apply to in-store promotions, such as displays, banners or price markings; quotes, contracts or bids. Nor does this IMAP policy apply to telephone calls or emails from customers, made directly to a dealer and distributor, wherein a price quote is sought by the customer as to a specific product(s). Nor does this IMAP policy apply to discounts specific to a dealer or distributor, such as customer rewards, applied at checkout.

Alto-Shaam may offer special price promotions on specific products at its discretion that may lie outside of IMAP. Dealers and distributors will be notified in advance of such promotions.

MINIMUM ADVERTISED INTERNET CART PRICE POLICY

Alto-Shaam dealer and distributor e-commerce sites must adhere to a minimum advertised internet cart price at no more than 34 percent off of the current list price, excluding the Alto-Shaam Multi-Cook oven, which must adhere to a minimum advertised internet cart price at no more than 30 percent off of the current list price. The dealer or distributor may not substitute phrasing, such as "call for pricing," "text for pricing," or any phrasing that implies a different price.

GSA ADVANTAGE WEBSITE ONLY

Alto-Shaam dealers holding a current GSA Multiple Award Schedule Contract and a current letter of commitment/supply from Alto-Shaam can advertise 36 percent off of list price, excluding the Alto-Shaam Multi-Cook oven which must adhere to a minimum advertised price at no more than 30 percent off of the current list price, on the GSA Advantage U.S. General Services Administration website.

POLICY APPLICATIONS AND LIST PRICES

This IMAP policy applies to any and all advertising media. Examples include, but are not limited to: print, such as flyers, magazines, and newspapers; digital, such as dealer, distributor or third party websites, chat, banner/interstitial/take-over ads, search engines, retargeting, social media posts, SMS, and email; broadcast, such as radio and television; and display, such as billboards and signs.

Alto-Shaam dealers and distributors that sell online may not display or link to another website or third party with any pricing lower than IMAP. This IMAP policy does not apply to password-protected sites for a single end-user that shows pricing negotiated between a dealer or distributor and that specific end-user. Alto-Shaam prohibits the use of competitive or like product advertising or promotion, such as pop-ups, split-screens, side-by-sides or redirects.

Alto-Shaam dealers and distributors may not advertise product as free or a gift.

Alto-Shaam dealers and distributors may not respond to an individual customer's specific request for pricing information relating to a specific Alto-Shaam product by sending that customer pricing information relating to any other Alto-Shaam product, including any master list of prices.

CORPORATE IDENTITY: TRADEMARKS, LOGOS, IMAGERY

Alto-Shaam permits the usage of our trademarks, corporate logo, product imagery, general imagery and content to our dealers and distributors. Dealers and distributors are required to maintain the Alto-Shaam brand image with accurate trademark usage and current products, logo and imagery on their web site and in any other promotional activity.

IMAP POLICY ENFORCEMENT

While dealers and distributors are free to promote, advertise, and sell products at any price they choose, Alto-Shaam will do business only with dealers and distributors that promote, advertise, and sell Alto-Shaam products in accordance with the terms of this IMAP policy. Alto-Shaam does not seek and will not accept any agreement by any dealer or distributor to comply with this IMAP Policy.

This IMAP policy will be strictly enforced. Alto-Shaam is committed to upholding its brand image and optimizing the customer buying experience. Alto-Shaam will actively investigate any potential violations and requires cooperation from dealers and distributors in the process. Obstructing or hindering any investigation will be considered a violation of this policy.

Intentional and/or repeated failure to abide by this IMAP policy (in a 12-month period) by dealers and distributors discredits and degrades the Alto-Shaam brand and will result in the following:

First violation: Violation must be corrected within 2 business days.

Second violation: Forfeit of quarterly dealer or distributor rebate program (where applicable) or suspension of account for 90 days.

Third violation: Forfeit of dealer or distributor rebate program (where applicable) or suspension of account for one year.

Alto-Shaam is not required to provide notice or issue warnings before taking action under this policy. Violations will be investigated, reviewed and acted upon at the discretion of Alto-Shaam.