

All orders placed with RBI Tech Support, Inc. are subject to the following terms and conditions:

1. **OFFER AND ACCEPTANCE.** Each quotation submitted to the Buyer by RBI Tech Support, Inc. shall be deemed to be an offer to provide Services (as defined in the article entitled "DEFINITIONS" below). Only the terms and conditions set forth in the attached quotation (the "Quotation"), if any, and in these Conditions of Sale shall apply to this transaction. All such quotations are subject to change by RBI Tech Support, Inc. at any time prior to acceptance by Buyer. The Quotation, if any, and these Conditions of Sale shall be deemed an effective contract and will be deemed fully executed by both Parties (as hereinafter defined) upon the earlier to occur of (i) Buyer's written acceptance of the Quotation and these Conditions of Sale; (ii) Buyer's verbal agreement; or (iii) performance of the Services for Buyer. The Quotation supersedes all prior written or oral quotations, correspondence and negotiations between RBI Tech Support, Inc. and Buyer (each a "Party" and collectively the "Parties"); provided, however, that if no quotation is attached hereto, for purposes hereof, "Quotation" shall refer to the invoice issued by RBI Tech Support, Inc. relating to the order.

These Conditions of Sale prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Conditions of Sale.

FULFILLMENT OF BUYER'S ORDER AND/OR THE QUOTATION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED IN THE QUOTATION, IF ANY, AND IN THESE CONDITIONS OF SALE AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE BUYER IN THE BUYER'S PURCHASE ORDER OR OTHER FORMS ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY RBI TECH SUPPORT, INC.

2. **ENTIRE AGREEMENT.** These Conditions of Sale together with the terms and conditions set forth in the Quotation, shall govern all Services. No terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein or therein, including by custom, usage of trade, or course of dealing or performance, shall be binding upon RBI Tech Support, Inc. or Buyer unless made in writing and signed by an officer of each of RBI Tech Support, Inc. and Buyer. These Conditions of Sale and the terms and conditions set forth in the Quotation shall not be modified by the provision of Services following receipt from Buyer of a purchase order, or similar forms containing terms and conditions conflicting or inconsistent with the terms stated herein or in the Quotation or by RBI Tech Support, Inc.'s use of its own sales forms with terms and conditions conflicting or inconsistent with the terms stated herein or in the Quotation. Description of Services set forth in the Quotation supersede any and all other oral or written descriptions that may have been provided to Buyer, any subcontractors, Third-Party System Component Manufacturers (as hereinafter defined), and/or their respective affiliates, including but not limited to those contained in advertising or other promotional material.

3. DEFINITIONS.

- As used herein, the term "Service(s)" shall refer to the service described in the Quotation, and any additional services performed during the applicable service trip(s).
- As used herein, the term "Equipment" shall refer to the applicable option of the following: a) the equipment, the components, and/or parts described in Red Bud Industries, Inc.'s quotation; b) in the event there is no quotation from Red Bud Industries, Inc., the equipment, the components, and/or parts manufactured and/or originally supplied by Red Bud Industries, Inc. to Buyer Parties (hereinafter defined), or c) in the event Buyer is not the original purchaser and/or has purchased used machinery, the equipment, the components, and/or parts manufactured and/or originally supplied by Red Bud Industries, Inc. to the original buyer, its subcontractors, and/or their respective affiliates.
- The term "Specification" or "Specifications" shall mean the details described in Red Bud Industries, Inc.'s quotation.
- The term "Third-Party System Component Manufacturer" shall mean any original equipment manufacturer whose machine(s) is/are integrated into the Equipment manufactured by Red Bud Industries, Inc. (regardless of who contracts or utilizes said original equipment manufacturer) and/or a component part supplier for said original equipment manufacturer.
- Red Bud Industries, Inc., RBI Tech Support, Inc., including their subsidiaries, affiliates (except to the extent such affiliate is also by definition a Third-Party System Component Manufacturer), shareholders/members/partners and assigns, and all of their respective shareholders/members/partners, directors, officers, employees (including any temporary, leased, or borrowed employees), representatives, agents, successors, assigns, and consultants shall hereinafter be referred to individually as an "RBI Tech Indemnified Party" and collectively as "RBI Tech Indemnified Parties."
- For the purposes herein, "affiliates" means with respect to any entity or person, any other entity or person directly or indirectly controlling, controlled by, or under common control with such other entity or person as of the date on which, or at any time during the period for which, the determination of affiliation is being made, except for the opposing Party to these Conditions of Sale, and for purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any entity or person means the possession, directly or indirectly, of the ownership of 20% or more of the outstanding voting securities of such entity or person. For the avoidance of doubt, (i) in the event an affiliate is also by definition a Third-Party System Component Manufacturer, such Third-Party System Component Manufacturer shall be excluded from this definition of affiliates and such Third-Party System Component Manufacturer shall not be considered an affiliate for any purpose under these Conditions of Sale, and (ii) RBI Tech Support, Inc. shall not be deemed to be an affiliate of any party for any purpose under these Conditions of Sale except for Red Bud Industries, Inc.
- Buyer, including its subsidiaries, affiliates, shareholders/members/partners and assigns, and all of their respective shareholders/members/partners, directors, officers, employees [including any temporary, leased, or borrowed employees], representatives, agents, independent contractors, successors, assigns, and/or consultants shall hereinafter be referred to individually as a "Buyer Party" or collectively as "Buyer Parties."

4. **HEADINGS.** The headings in these Conditions of Sale have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

5. **PROVISION OF SERVICES.** Buyer acknowledges and agrees that RBI Tech Support, Inc. may subcontract to other parties ("RBI Tech Retained Subcontractors") a portion of the Services covered by the Quotation. For the avoidance of doubt, all references to "subcontractors" shall mean any subcontractor (regardless of who contracts and/or utilizes such subcontractors' equipment or services).

6. **EXPORT CONTROL NOTICE.** Regardless of any disclosure made by Buyer to RBI Tech Support, Inc. of an ultimate destination for the Equipment and/or Services sold hereunder, Buyer acknowledges that the Equipment and/or Services are being sold to Buyer in the United States of America and are therefore subject to the United States of America export control and trade sanctions laws and regulations. Buyer acknowledges its exclusive obligation to ensure that its exports from the United States of America are in compliance with the United States of America export control and trade sanctions laws and regulations including, but not limited to, United States Export Administration Regulations (EAR) and the Foreign Assets Control Regulations, and that diversion contrary to United States of America law is prohibited. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Buyer Parties' failure to comply with such export laws or regulations shall not excuse Buyer from performance under the Quotation and these Conditions of Sale. Buyer shall also be responsible for complying with all applicable government regulations of any foreign countries with respect to use of the Equipment and/or Services outside of the United States of America. Buyer shall be solely responsible for all costs associated with compliance with the United States of America export control and trade sanctions laws and regulations and any foreign government regulations. Buyer shall indemnify, defend with counsel approved by RBI Tech Support, Inc., and hold RBI Tech Indemnified Parties harmless from and against any and all liability, claims, causes of action, demands, losses, damages, injunctions, lawsuits and/or any other legal proceeding whether based on tort (including but not limited to strict liability in tort, negligence, or any other tort theory), contribution, indemnity, contract, and/or warranty, or any other basis for legal remedies brought against RBI Tech Indemnified Parties in connection with, or related to the Services, including without limitation attorney's fees, defense costs and expenses, expert witness fees and expenses, court costs, damages, penalties, settlement, verdict, judgment, award and/or appeal in connection with or arising out of any direct or indirect damages, consequential damages, unforeseen damages, business losses, and/or economic losses sustained or alleged to have been sustained in connection with or arising out of any party's non-compliance with applicable United States of America or foreign government regulations, statutes, decrees or other obligations with respect to the use or transfer of the Equipment and/or Services from the United States of America to (whether directly or indirectly and whether in one (1) transaction or a sequence of transactions) any place outside of the United States of America by Buyer Parties, subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates regardless of whether such claims or liabilities arose due to any negligence of RBI Tech Support, Inc., any subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates.

7. END-USER OF EQUIPMENT OR SERVICES. To the extent that Buyer itself, at the address identified in these Conditions of Sale, is not the intended end-user of the Equipment or Services, Buyer agrees that it is not purchasing and shall not purchase the Equipment or Services for any other party that is now, or hereinafter becomes, designated as a Specially Designated National and Blocked Person (SDN) by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), or otherwise subject to asset blocking by virtue of being owned 50% or more by one or more SDNs. Buyer agrees to notify RBI Tech Support, Inc. in the event that the intended end-user of the Equipment or Services is or becomes designated as an SDN.

RBI Tech Support, Inc. may, at its option, immediately terminate performance of the Services and any of its obligations hereunder, without notice to or recourse by Buyer if: 1) Buyer or any other party identified by Buyer as the end-user of the Equipment or Services is designated as an SDN by OFAC, or otherwise subject to asset blocking by virtue of being owned 50% or more by one or more SDNs; 2) Buyer or any other party identified by Buyer as the ultimate end-user of the Equipment or Services is designated on the Sectoral Sanctions Identification List published by OFAC; or 3) RBI Tech Support, Inc.'s, RBI Tech Retained Subcontractors', Third-Party System Component Manufacturers', and/or their respective affiliates' performance under the Quotation, if any, and these Conditions of Sale becomes impermissible because of trade sanctions imposed by the U.S. government.

8. GOVERNING LAW AND JURISDICTION. The Quotation, purchase order, if any, these Conditions of Sale, any related document or agreement between the Parties, and the breach or performance of the same shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America without giving effect to the principles of conflicts of law thereof. The terms of these Conditions of Sale and the Quotation shall control the Parties' agreement, and not the Uniform Commercial Code (except to the extent that Illinois law contains provisions of the Uniform Commercial Code that have not been modified or excluded by these Conditions of Sale, the Quotation, or otherwise). In the event there is a dispute over which contractual terms apply, the Parties agree that these Conditions of Sale apply. The Parties hereby expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). Any action, suit or proceeding arising out of, in connection with, or relating to the transaction governed by the Quotation, purchase order, if any, these Conditions of Sale, any related document or agreement between the Parties, and the breach of the same shall be brought in the state courts sitting in Randolph County, Illinois and the Parties hereby consent to the exercise of personal jurisdiction in these forums and waive any right to challenge the exercise of personal jurisdiction or assert the defense of forum non-conveniens. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING (WHETHER IN TORT, CONTRACT OR OTHERWISE). The prevailing Party in any such legal proceeding shall be entitled to its reasonable costs, experts' fees and attorneys' fees incurred in such proceeding.

Prior to initiating any such legal proceeding contemplated herein, the Parties shall first attempt to settle their disputes by means of good faith negotiations. After either Party provides written notice of a dispute, the Parties shall engage in good faith negotiations for a period of no less than thirty (30) days prior to initiating legal proceedings.

9. TAXES AND ASSESSMENTS. Sales, excise, use, property, transportation, insurance and inspection charges, occupational, gross receipts, turnover and value added or similar taxes and all tariffs, customs, excises, fees, consular fees, duties or assessments of any nature whatsoever, whether presently in force or hereafter enacted, shall be deemed extra charges and Buyer agrees to pay the same at applicable rates and to hold RBI Tech Support, Inc. and/or its affiliates harmless with respect thereto. Any such tax payable shall be paid by Buyer in addition to the invoiced amount(s). In the event Buyer asks for specific insurance requirements above and beyond what RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or any Third-Party System Component Manufacturers maintain, Buyer shall reimburse RBI Tech Support, Inc. for the cost incurred by RBI Tech Support, Inc. to add such insurance to the respective policy(ies). If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to RBI Tech Support, Inc., the Buyer shall increase the sum it pays to RBI Tech Support, Inc. by the necessary amount to leave RBI Tech Support, Inc. with an amount equal to the sum it would have received if no such withholdings or deductions have been made. In the event that RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates pay any such amounts, Buyer agrees to reimburse immediately the amounts so paid by RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates.

10. PAYMENTS. Payments shall be paid and successfully negotiated in United States of America Dollars ("USD") in the United States of America at the times and in the manner stated in the Quotation. In the event that Buyer is late in making any payment to RBI Tech Support, Inc. or fails to pay and successfully negotiate such payment to RBI Tech Support, Inc., the amount of such payment shall be subject to finance charges from the due date of such payment to the date such payment is made at a yearly rate equal to the highest prime rate as set forth in the Money Rates Section of the Wall Street Journal on the due date of such payment plus two percent (2%).

In the event the Services that are the subject of these Conditions of Sale are related to after sales services and they are not directly associated with Buyer's purchase of new Equipment from Red Bud Industries, Inc., to secure any unpaid portion of the purchase price, or any other indebtedness of Buyer to RBI Tech Support, Inc., **Buyer hereby grants to RBI Tech Support, Inc. a lien on and a security interest in the Equipment serviced, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing until all such indebtedness is paid and successfully negotiated in full.** Further, until all indebtedness has been paid and successfully negotiated, in full, Buyer shall insure the Equipment serviced as the property owner under Buyer's property policy at full replacement cost for all risk coverage naming RBI Tech Support, Inc. as loss payee or the equivalent for its financial interest at time of loss if a loss occurs. Buyer shall be responsible for any deductibles or co-payments applied to such property policy. RBI Tech Support, Inc. reserves the right to take possession of such Equipment serviced if Buyer defaults in its obligation to pay any portion of the purchase price or other indebtedness due to RBI Tech Support, Inc. when due. Buyer agrees to grant RBI Tech Support, Inc. such security interest and execute such financing statements or additional documents, including, without limitation, a UCC-1 financing statement, or take such further actions, as RBI Tech Support, Inc. may reasonably request to create, perfect and continue a security interest for RBI Tech Support, Inc. under this article until all amounts owed to RBI Tech Support, Inc. under these Conditions of Sale are paid and successfully negotiated in full.

11. FORCE MAJEURE; LIABILITY. RBI Tech Indemnified Parties shall not be liable to any Buyer Party for any failure or delay in complying with the terms and conditions of the Quotation if such failure or delay shall be due in whole or in part to strikes, shortages of labor or materials, lockouts, acts of God, epidemics, pandemics, terrorist activities, wars, insurrections, military operations of any kind, blockades, governmental restrictions, sanctions (including, but not limited to, nationalization, economic, or other sanctions issued by the United States of America or other governments), unavoidable casualty or other causes similar or dissimilar not within the reasonable control of RBI Tech Support, Inc., and Buyer hereby covenants and agrees to not commence any proceeding in any court of law relating to any force majeure event; any failure, delay or termination related thereto; or any losses, damages, injuries or expenses arising as a result thereof.

12. CANCELLATION. (a) Upon Buyer's unilateral cancellation, non-acceptance, or repudiation of or refusal to pay for its convenience (any such event [individually or collectively], hereinafter referred to as "Cancellation") all or any part of Buyer's order for the Services, Buyer agrees to release the Standby Letter of Credit or Bank Guarantee, if applicable, and pay and successfully negotiate to RBI Tech Support, Inc., the sum of (i) the purchase price listed in the Quotation multiplied by the percent of Services completed by RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates in the performance of Buyer's order for the Services prior to RBI Tech Support, Inc. receiving written notice of the Cancellation whether or not such costs have been invoiced and/or paid by RBI Tech Support, Inc. prior to Cancellation; plus (ii) thirty percent (30%) profit of the purchase price listed in the Quotation multiplied by the percent of Services not completed; plus (iii) other direct costs and expenses incurred by RBI Tech Support, Inc. and/or its affiliates resulting from such Cancellation including without limitation costs and expenses relating to insurance, reasonable attorney fees, lost interest, etc.; minus (iv) successfully negotiated payments previously made by Buyer and funds released to RBI Tech Support, Inc. under any Standby Letter of Credit or Bank Guarantee, if applicable, which secures Buyer's obligations to pay for the Services. Any part of Buyer's order for the Services which can be completed within thirty (30) days from RBI Tech Support, Inc.'s receipt of notice of unilateral cancellation from Buyer may, at the option of RBI Tech Support, Inc., be completed and Buyer shall be responsible to pay RBI Tech Support, Inc. the full amount reflected in the Quotation. If RBI Tech Support, Inc. has not begun the performance of Services at the time the Buyer's order for the Services is canceled by Buyer, RBI Tech Support, Inc. shall also have the right, in addition to and not in lieu of all other rights and remedies available to it for such breach, to retain all previous payments made by Buyer including funds released to RBI Tech Support, Inc. under any such Standby Letter of Credit or Bank Guarantee.

(b) In addition to any amounts payable as provided in subarticle (a) above, Buyer shall be responsible to reimburse RBI Tech Support, Inc. and/or its affiliates for any and all expenses incurred by RBI Tech Support, Inc. and/or its affiliates in enforcing Buyer's obligations to RBI Tech Support, Inc. including without limitation attorney's fees, defense costs and expenses, expert witness fees and expenses, court costs, damages, penalties, settlement, verdict, judgment, award, and/or appeal in connection with or arising out of any direct or indirect damages, consequential damages, unforeseen damages, business losses, and/or economic losses sustained or alleged to have been sustained in connection with or to have arisen out of any lawsuit, claim, injunction, or any other legal proceeding required to enforce Buyer's obligations under this article entitled "CANCELLATION."

(c) The Parties intend that any liquidated damages payable hereunder constitute compensation, and not a penalty. The Parties acknowledge and agree that the harm caused by a Cancellation would be impossible or very difficult to accurately estimate, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a Cancellation.

13. **WAIVER OF DEFAULT.** Forbearance or failure of RBI Tech Support, Inc. to enforce any of these Conditions of Sale or any of the other terms of the Quotation or to exercise any right accruing from any default of Buyer shall not affect or impair RBI Tech Support, Inc.'s and/or its affiliates' rights upon continuance of such default nor shall such forbearance or failure constitute a waiver of any future default.

14. **RELATIONSHIP BETWEEN PARTIES.** The relationship between Buyer and RBI Tech Support, Inc. is solely that of independently contracting parties. Neither the Quotation, nor any resulting purchase order, nor the negotiations prior thereto, nor the performance thereunder, shall constitute RBI Tech Support, Inc. and Buyer as partners, joint venturers, or special or general agents of each other. Notwithstanding anything herein to the contrary, the Parties agree that RBI Tech Support, Inc., RBI Tech Retained Subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates may disclose to any third party that Buyer purchased the Equipment from Red Bud Industries, Inc. and/or the Services from RBI Tech Support, Inc.

15. **INDEMNIFICATION** To the fullest extent permitted by law, Buyer shall indemnify, defend with counsel approved by RBI Tech Support, Inc., protect, and hold harmless RBI Tech Indemnified Parties from and against any and all liability, claims, causes of action, demands, losses, damages, injunctions, lawsuits, obligations, and/or any other legal proceeding whether based on tort (including but not limited to strict liability in tort, negligence, or any other tort theory), contribution, indemnity, contract, and/or warranty, or any other basis for legal remedies brought against RBI Tech Indemnified Parties in connection with or related to the Services provided by RBI Tech Support, Inc., including without limitation attorney's fees, defense costs and expenses, expert witness fees and expenses, court costs, damages, penalties, settlement, verdict, judgment, award, and/or appeal in connection with or arising out of any personal injury, death, damage to property (including the Equipment), destruction of property (including the Equipment), direct or indirect damages, consequential damages, unforeseen damages, business losses, and/or economic losses sustained or alleged to have been sustained in connection with or to have arisen out of or in any manner related to Services provided by RBI Tech Support, Inc. except if solely caused by the gross negligence of RBI Tech Support, Inc., including but not limited to the following:

(1) Any Buyer Party's negligent performance of a) obligations under these Conditions of Sale and/or the Quotation, or b) service, repair, and/or maintenance of the Equipment (and any products, components, and/or parts comprising the Equipment);

(2) Unauthorized installation into the Equipment of components and/or parts which have not been supplied by Red Bud Industries, Inc. and/or RBI Tech Support, Inc.;

(3) Replacement and/or restoration of components and/or parts of the Equipment with unauthorized components and/or parts supplied by other third parties (unless prior consent and written authorization of Red Bud Industries, Inc. and/or RBI Tech Support, Inc. has been obtained);

(4) Acts, omissions, or misuse by Buyer Parties, including but not limited to, acts, omissions, or misuse which results in the modification, alteration, compromise in safety, or change in the design and/or manufacture of the equipment (and any products, components, and/or parts comprising the equipment);

(5) Any equipment, materials, components, and/or parts manufactured, supplied, or serviced by any subcontractors, Third-Party System Component Manufacturers, vendors, third-party service companies, and/or their respective affiliates neither purchased nor contracted by RBI Tech Indemnified Parties, and as such, **Buyer agrees that RBI Tech Indemnified Parties shall have no indemnification responsibility, obligation, or liability to Buyer Parties.** Notwithstanding anything in these Conditions of Sale to the contrary, **Buyer shall look solely to such subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company, and/or their respective affiliates, for any and all of Buyer Parties' indemnification rights and remedies, and Buyer Parties shall not seek any indemnification from RBI Tech Indemnified Parties;**

(6) Any services performed by any subcontractor, Third-Party System Component Manufacturers, vendors, third-party service companies, and/or their respective affiliates neither purchased nor contracted by RBI Tech Indemnified Parties, and as such, **Buyer agrees that RBI Tech Indemnified Parties shall have no indemnification responsibility, obligation, or liability to Buyer Parties.** Notwithstanding anything in these Conditions of Sale to the contrary, **Buyer shall look solely to such subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company, and/or their respective affiliates for any and all of Buyer Parties' indemnification rights and remedies, and Buyer Parties shall not seek any indemnification from RBI Tech Indemnified Parties;**

(7) Unauthorized access to, or breach of, Buyer's network or related system;

(8) Moving and/or rigging the Equipment utilizing rigging equipment not provided by RBI Tech Indemnified Parties;

(9) Any failures, defects and/or malfunctions of the rigging equipment not provided by RBI Tech Indemnified Parties; and/or

(10) Any damage to the Equipment that arises during the unloading process not performed by RBI Tech Indemnified Parties.

Buyer shall provide RBI Tech Support, Inc. with copies of all relevant papers received by Buyer with respect to any action for which any RBI Tech Indemnified Party is entitled to indemnity hereunder and shall further keep RBI Tech Support, Inc. reasonably informed with respect to the status of any such claims. Buyer shall not settle the underlying claim without the prior written consent of the applicable RBI Tech Indemnified Party, which consent will not be unreasonably withheld, unless the settlement terms are strictly a monetary payment made by Buyer to the applicable third party claimant and contain an unconditional release of RBI Tech Indemnified Parties.

In any and all claims against RBI Tech Indemnified Parties by any employee of the Buyer, anyone directly or indirectly employed by Buyer or anyone for whose acts the Buyer may be liable, the indemnification obligations under this article entitled "INDEMNIFICATION" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer under worker's compensation acts, disability benefit acts, or employee benefit acts. Buyer waives any immunity Buyer may have under any applicable industrial insurance acts, worker's compensation acts, disability benefit acts, or employee benefit acts, with regard to indemnification of RBI Tech Indemnified Parties.

16. **LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY OF BUYER.** RBI Tech Indemnified Parties' liability with respect to Services in or arising from any claim or lawsuit, is expressly and exclusively limited to the purchase price of the Services performed by RBI Tech Support, Inc. and/or its affiliates. **In no event and under no circumstances whatsoever, shall RBI Tech Indemnified Parties' entire liability related to these Conditions of Sale and the Quotation, under any legal theory whether based on contract, indemnity, warranty, tort (including negligence or strict liability), or otherwise, exceed the amount paid by Buyer as to the purchase price of Services hereunder. IN NO EVENT SHALL RBI TECH INDEMNIFIED PARTIES BE LIABLE FOR DAMAGE(S) TO, OR LOSS OF, MATERIAL PROCESSED ON THE EQUIPMENT (INCLUDING WITHOUT LIMITATION BUYER'S MATERIAL AND BUYER'S CUSTOMERS' MATERIAL).**

Buyer's failure to allow Red Bud Industries, Inc. and/or RBI Tech Support, Inc. a reasonable opportunity to inspect, test, or sample the Equipment prior to any Buyer Party's repair or replacement of the Equipment constitutes a waiver by the Buyer of all claims with respect to the Services. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THESE TERMS AND CONDITIONS. OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, COURSE OF DEALINGS, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.**

In no event, **and under no circumstances whatsoever**, irrespective of whether the claim or lawsuit is based on breach of contract, indemnity, contribution, breach of warranty, tort (including but not limited to strict liability in tort, negligence, or any other tort theory), statutory, or any other legal theory **shall RBI Tech Indemnified Parties be liable to the Buyer Parties for any special, direct, indirect, incidental, unforeseen, punitive, enhanced, or consequential damages** (including unexpected damages) whatsoever including without limitation, loss of profits or revenue, business interruption, down time, lost production, economic loss, business loss (including without limitation failure to meet Buyer's sales contracts or defects in Buyer's materials or workmanship), property damage, personal injury, death, or cost of capital, caused by or resulting directly or indirectly from the warnings, instructions, sale of Services, inspection (including, but not limited to, foundation inspections), preparation for installation, unloading, placement, erection, installation, supervisory installation, startup, commissioning, training, use, maintenance, repair, rebuild, service, or operation (or failure to operate) of the Equipment (and products, component, and/or parts comprising the Equipment), delays in Services and/or from any other cause with respect to Services, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen by Buyer Parties, RBI Tech Support, Inc., Third-Party System Component Manufacturers, vendors, subcontractors, third-party service companies, and/or their respective affiliates regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Notwithstanding anything to the contrary in these Conditions of Sale, Buyer agrees that **RBI Tech Indemnified Parties shall have no responsibility, obligation, or liability to Buyer Parties for any equipment, materials, components, and/or parts manufactured, supplied, or serviced by any subcontractors, Third-Party System Component Manufacturers, vendors, third-party service companies, and/or their respective affiliates.** Buyer agrees that RBI Tech Support, Inc. does not warrant and does not guarantee the equipment, materials, components, and/or parts manufactured, supplied, or serviced by any subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company, and/or their respective affiliates or the performance of the same. **Buyer shall look solely to the subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company, and/or their respective affiliates for any and all warranties and/or any and all legal or equitable remedies sought by Buyer Parties relating thereto, and Buyer Parties shall not seek any remedies from RBI Tech Indemnified Parties.**

Notwithstanding anything to the contrary in these Conditions of Sale, Buyer agrees that **RBI Tech Indemnified Parties shall have no responsibility, obligation, or liability to Buyer Parties for any services provided by any subcontractor, Third-Party System Component Manufacturers, vendors, third-party service companies, and/or their respective affiliates.** Buyer agrees that RBI Tech Support, Inc. does not warrant and does not guarantee any services provided by any subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company, and/or their respective affiliates. **Buyer shall look solely to the subcontractor, Third-Party System Component Manufacturer, vendor, third-party service company and/or their respective affiliates for any and all warranties and/or any and all legal or equitable remedies sought by Buyer Parties relating thereto, and Buyer Parties shall not seek any remedies from RBI Tech Indemnified Parties.**

RBI Tech Support, Inc. expressly disclaims, and makes no, representation, warranty or guarantee concerning the protection or security of Buyer's network or information contained on such network. Buyer is responsible for the protection and security of Buyer's own network and information contained on such network, including but not limited to, all privacy and security policies, security hardening the equipment, approving remote connectivity tools and techniques, monitoring logs for suspicious activity, and security testing of equipment and external network connectivity. Buyer releases RBI Tech Indemnified Parties from any and all liability relating to any network security or other information security breach, including without limitation liability relating to business disruption, malware/virus infection, personal injury, and/or loss of information.

Notwithstanding anything in these Conditions of Sale to the contrary, in the event that RBI Tech Support, Inc. utilizes rigging equipment provided by any Buyer Party, Buyer agrees that RBI Tech Indemnified Parties shall have no liability for any failures, defects and/or malfunctions of such rigging equipment except if solely caused by the gross negligence of RBI Tech Support, Inc. in the use of the rigging equipment provided by any Buyer Party.

No action, regardless of form, arising under these terms and conditions may be brought by the Buyer more than thirty (30) days after the Services were performed. No party other than a Party to the Quotation and/or these Conditions of Sale shall be entitled to enforce any term stated therein.

17. COMPLIANCE WITH REGULATIONS, SAFETY LAWS, CODES, STANDARDS, OR OTHER REQUIREMENTS. It is Buyer's responsibility to provide reasonable notice and to inform and provide details in writing to RBI Tech Support, Inc. prior to commencement of the Services of all requirements which are different than State of Illinois, United States of America laws, regulations, and/or requirements applicable to the Services to be provided to Buyer which are imposed by any government or agency having jurisdiction over the locale where such Services are to be performed (including any additional training required by Buyer) and to request all modifications required to meet such laws, regulations, and/or requirements. Any such actions and/or modifications made at Buyer's request, unless otherwise set forth in the Quotation, shall be charged to Buyer at RBI Tech Support, Inc.'s then prevailing rates and any costs incurred as a result of such actions and/or modifications shall be the responsibility of the Buyer. In the event that RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates pay any such amounts, Buyer agrees to reimburse RBI Tech Support, Inc. immediately the amounts so paid by RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates. In the event union labor is required, the pricing and terms of the Quotation are subject to renegotiation.

Should registration of any agreement between RBI Tech Support, Inc. and Buyer with a governmental authority be required under the laws of Buyer's place of business, Buyer shall comply with such registration requirement and provide proof of such compliance to RBI Tech Support, Inc. Buyer is responsible for civil engineering and the associated costs until completion of the Services. If an inspection of the Equipment is required by an authority having jurisdiction, the cost of the inspection shall be paid by Buyer.

18. SUSPENSION OF PERFORMANCE. If in RBI Tech Support, Inc.'s sole discretion reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is already past due on amounts owed to RBI Tech Support, Inc. and/or its affiliates, RBI Tech Support, Inc. reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to service Equipment, or take possession or disable the Equipment until RBI Tech Support, Inc. and/or its affiliates receives successfully negotiated payment of all amounts, whether or not then due, owing to RBI Tech Support, Inc. and/or its affiliates, or adequate assurance of such payment is provided to RBI Tech Support, Inc. and/or its affiliates.

19. INSTALLATION/STARTUP/MAINTENANCE. All Equipment shall be installed and maintained by and at the expense of Buyer unless otherwise expressly stipulated in the Quotation. All Equipment shall be started and operator training performed by RBI Tech Support, Inc. to the extent provided for in the Quotation, in accordance with the procedures set forth in the article entitled "COMMISSIONING" below. In the event that Buyer does not utilize RBI Tech Support, Inc. for preparation for installation, unloading, placement, erection, installation, supervisory installation, startup assistance, training, commissioning, or maintenance of the Equipment, RBI Tech Support, Inc. may, at Buyer's request and at the costs then specified in its Service Policy, provide a service technician to act as a technical advisor to Buyer or Buyer's contractor for a reasonable period. Such technical representative shall have authority to speak for RBI Tech Support, Inc. and to consult with Buyer and Buyer's contractor concerning engineering matters relating to the Equipment and its proper installation. RBI Tech Support, Inc.'s service technician shall not have the authority to (i) vary the accepted terms of the existing contract between Buyer and RBI Tech Support, Inc. (ii) vary the accepted terms of the existing contract between Buyer and Red Bud Industries, Inc. or (iii) enter into any new contract on behalf of RBI Tech Support, Inc. or on behalf of Red Bud Industries, Inc.

Buyer shall retain qualified professionals for installation. **In no event shall RBI Tech Indemnified Parties be liable for any alignment issues if Buyer does not utilize RBI Tech Support, Inc. and/or its affiliates for installation services.** For the avoidance of doubt, Buyer's purchase and/or receipt of supervisory installation from any party shall not be considered installation services. Further, in the event that installation is included in the Quotation, such installation shall not include startup, debugging, or operator and maintenance training. If RBI Tech Support, Inc. is called upon to correct any difficulty or defect that may arise out of a Buyer Party's or another vendor's services, Buyer shall pay RBI Tech Support, Inc. at the costs then specified in its Service Policy.

During the provision of Services, technicians of RBI Tech Support, Inc., any subcontractors of RBI Tech Support, Inc., and/or their respective affiliates (each, a "Technician", and collectively, the "Technicians") may be rotated every week. Another Technician will replace the departing Technician as required. When the Technician(s) are on site, Buyer's skilled personnel shall be made available on a full-time basis to assist during the Services including, but not limited to, operating Buyer's cranes, fork trucks and other equipment as may be required. Buyer shall grant the Technician(s) daily access to the Equipment from 6 a.m. to 10 p.m. including weekends. If the Technician(s) are available to work (which shall mean they are away from their respective facilities with the intention to work at Buyer's facility) and unable or not permitted to perform because of delays or other situations caused or contributed to by factors outside of the reasonable control of RBI Tech Support, Inc., any such subcontractor(s) of RBI Tech Support, Inc., and/or their respective affiliates, then Buyer shall pay RBI Tech Support, Inc. for a full day in accordance with RBI Tech Support, Inc.'s Service Policy for each day each respective Technician is available to work, but unable or not permitted to work. If such subcontractor of RBI Tech Support, Inc. and/or its respective affiliates charges a holdover rate above the per day rate in RBI Tech Support, Inc.'s Service Policy, Buyer shall pay such additional charges to RBI Tech Support, Inc. If weekend work is planned, Buyer shall pay for the weekend days the Technician(s) are available to work and unable or not permitted to work. It is Buyer's responsibility to inform RBI Tech Support, Inc. of Buyer holidays/shutdowns prior to scheduling of Services and to minimize the inability to work during these periods of holidays/shutdowns.

When any Buyer Party is being trained for safety, operation and maintenance on the Equipment, Buyer shall have an interpreter available for those who do not speak English. Buyer shall provide safety equipment (including, but not limited to, hard hats, fall protection, etc.) and/or training to utilize such safety equipment that is required for Technician(s) to perform the Services. Any specialized training or training required by Buyer, including, but not limited to training for confined space entry or hot work, shall be provided on-site by Buyer at Buyer's expense prior to the commencement of Services.

If Buyer wishes to retain such Technician(s) for a longer period than the time listed in the Quotation, including days when such Technician is available and unable or not permitted to work, it may do so at the costs then specified in RBI Tech Support, Inc.'s Service Policy. If a licensed electrician or technician is required to assist or supervise the preparation for installation, unloading, placement, erection, installation, supervisory installation, startup, operation, commissioning or maintenance of the Equipment, then Buyer shall provide such technician at Buyer's expense. If a supervisor or superintendent of RBI Tech Support, Inc. is required to be at Buyer's site throughout the duration of the Services or a portion thereof, Buyer shall pay RBI Tech Support, Inc. for such additional services at the costs then specified in its Service Policy and such additional services shall be subject to the terms and conditions of these Conditions of Sale.

All licenses and permits (for any equipment and/or services), whether national, federal, state, provincial, county and/or municipal, or those of a foreign government, shall be secured by Buyer at Buyer's expense. A copy of RBI Tech Support, Inc.'s Service Policy currently in effect is attached to the Quotation. Buyer acknowledges that such Service Policy (and the costs provided therein) is subject to change at any time and from time to time by RBI Tech Support, Inc., in its sole discretion, without notice to Buyer.

20. **SEVERABILITY.** If any term, covenant or provision of these Conditions of Sale or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remaining provisions or portions of these Conditions of Sale or the application of such term, covenant or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and provision set forth in these Conditions of Sale shall be valid and be enforced to the fullest extent permitted by law.

21. **SET OFF.** In addition to other rights RBI Tech Support, Inc. may have under these Conditions of Sale, or any purchase orders hereunder or applicable law, RBI Tech Support, Inc. shall have the right to setoff against or recoup from any amounts owing to Buyer, on any basis, any amounts owing to RBI Tech Support, Inc. under these Conditions of Sale or otherwise. RBI Tech Support, Inc. may exercise these setoff and recoupment rights without first demanding payment from Buyer.

22. **NONASSIGNMENT.** Neither Buyer nor RBI Tech Support, Inc. shall have the right to assign its rights and obligations under the Quotation and these Conditions of Sale to any third party without a written consent of the other Party unless otherwise previously provided in the Quotation and/or these Conditions of Sale.

23. **COMMISSIONING.** The initialization of the Equipment and cycling of the components under "no load" conditions ("Equipment Startup"), the "non production" test running of the Equipment with material under various load conditions including "full load" ("Equipment Commissioning"), and the evidence of the non EPS Equipment operating under "simulated production conditions" meeting the non EPS Equipment's Specifications ("Equipment Acceptance"), are the formal procedures to be used for debugging, testing, test running, training of personnel, final Equipment Acceptance, and certification of the Equipment. These Equipment procedures were established to avoid any conflicts and to expedite the process of certification that the non EPS Equipment meets the Specifications. It is mandatory that these procedures are followed by the Parties.

Upon completion of Equipment Startup, Equipment Commissioning, and Equipment Acceptance (the "Three Stages"), RBI Tech Support, Inc. shall certify that the Equipment is complete and ready for daily production and Buyer shall acknowledge that the non EPS Equipment meets the Specifications. If Buyer's assistance is not provided during the Three Stages and/or if additional training and/or assistance is requested, then the costs as specified in RBI Tech Support, Inc.'s Service Policy shall apply to the additional training or assistance provided by RBI Tech Support, Inc. **Only after successful completion of the Three Stages shall the Equipment be considered ready for daily production. If the Three Stages are not completed, the Equipment is not allowed to be run for daily production. If any Buyer Party attempts to start and process material for its customers during any of the Three Stages, such action(s) shall be considered explicit "Equipment Acceptance" of the Equipment by Buyer.**

Buyer shall provide test material that is considered "choice" quality and meets the Specifications for which the Equipment was built. Only this material shall be available for processing during Equipment Commissioning and Equipment Acceptance. Buyer understands that material processed during the Three Stages may or may not be acceptable for delivery to Buyer's customers. Buyer agrees that it shall not hold RBI Tech Indemnified Parties liable for the cost of materials or any other resulting damages. For EPS Equipment, also see Red Bud Industries, Inc.'s Sole Guarantee for EPS below.

While Technician(s) are on-site, such Technician(s) may be rotated every week. Another Technician will replace the departing Technician as required. When Technician(s) are on site, Buyer's skilled personnel shall be made available on a full-time basis to assist such Technician(s) including, but not limited to, operating Buyer's cranes, fork trucks and other equipment as required. Buyer shall grant Technician(s) access to the Equipment from 6 a.m. to 10 p.m. including weekends. Buyer's personnel shall be available for RBI Tech Support, Inc. to conduct training during the Three Stages.

Unless otherwise provided in the Quotation, Buyer shall complete installation at Buyer's cost which includes plumbing and electrical hook up of the Equipment per the Installation Manual supplied by Red Bud Industries, Inc. or other instructions provided. Technicians are available and ready to assist with Equipment alignment, installation, etc. at costs specified in RBI Tech Support, Inc.'s Service Policy upon four (4) weeks advance notice given by Buyer. Buyer shall meet the following conditions in order to consider the site/Equipment to be ready for installation. If RBI Tech Support, Inc. is contracted to perform installation or supervisory installation, then Buyer shall inform RBI Tech Support, Inc. of the completion of the following by Buyer at Buyer's cost.

- Unpack Equipment and remove the following including, but not limited to, protective covering, shipping fixtures, shipping bolts, lift brackets, desiccant bags, etc.
- Clean Equipment.
- Remove vapor corrosion inhibitor emitters or other similar materials from electrical cabinets and enclosures, if applicable.
- Assemble any Equipment that has been disassembled due to shipping requirements.
- Pit and any foundations have been installed per Red Bud Industries, Inc.'s specifications.
- Any damaged or severely not leveled spots in concrete have been repaired or replaced per foundation requirements:
 - Minimum 6'' (152.4 mm) thick concrete slab to be level within 1'' (25.4 mm) in 100' (30.48 m).*
 - Minimum concrete compressive strength = 3000 PSI (2.19 kg/mm2).*
 - Allowable soil bearing = 2000 PSF (0.0097kg/mm2).*
 - * The minimum concrete slab thickness and compressive strength may change depending on the Equipment installed. The foundation design, along with existing soil conditions, should be reviewed by a licensed professional engineer at Buyer's cost.
- Provide all necessary lifting equipment and unload Equipment and roughly position in Buyer's building using skilled personnel supplied by Buyer.
- Provide all necessary safety equipment such as welding curtains, temporary railings, etc. for the installation and assembly (if applicable) of the Equipment.
- Provide all hydraulic oil & lubricants as per Red Bud Industries, Inc.'s maintenance manual.
- Supply, install, and terminate all high voltage/high current wire and conduit between motor(s) and drive cabinet(s).

If Stretcher Leveler is to be installed, the following items shall be completed by the Buyer at Buyer's cost in addition to the above.

- Provide all necessary scaffolding, and lifting equipment (i.e. scissor lifts or other man lifts) for assembly of Stretcher Leveler. Buyer shall contact RBI Tech Support, Inc. for details.
- Provide qualified personnel to assist with the assembly of Stretcher Leveler.
- If additional time is required for the assembly of Stretcher Leveler due to delays not caused by Red Bud Industries, Inc. or RBI Tech Support, Inc. or due to additional disassembly as requested by the Buyer, Buyer shall be responsible for additional labor costs and travel and living expenses at the costs specified in RBI Tech Support, Inc.'s Service Policy.

The following items shall be completed by Buyer at Buyer's cost in addition to the above for EPS Equipment to be ready for installation.

- Supply and install water supply line to system for EPS Equipment.
- Supply hoppers for gravity bed filter media and magnetic scale removal deposits for EPS Equipment.
- Supply materials and labor for assembly, wiring, plumbing, installation, and integration of EPS Equipment not manufactured by Red Bud Industries, Inc. per the instructions of Red Bud Industries, Inc. and/or other third parties.
- Supply and install low voltage control conduit between all EPS Equipment I/O junction boxes and drive cabinets.
- If Equipment is to be installed and operated with other equipment that is supplied by Buyer Parties and/or if supply/installation of safety rails, gates, and/or guarding are not included in either Red Bud Industries, Inc.'s or RBI Tech Support, Inc.'s quotation, then Buyer shall supply and install safety rails around complete cell(s) and pit areas including gated access areas interlocked with the processing line's e-stop circuit. Buyer shall at least meet requirements of all national, federal, state, provincial, county, and/or municipal laws and regulations.
- Supply service/operator platforms if not acquired from Red Bud Industries, Inc.
- Provide and install exhaust system to vent steam to outside air for EPS Equipment.
- Install hydraulic power unit.

The following processes shall be completed once the above conditions are met. If installation is not purchased from RBI Tech Support, Inc., the following installation processes shall be completed by Buyer at Buyer's cost. For the avoidance of doubt, when Red Bud Industries, Inc. or RBI Tech Support, Inc. provides supervisory installation in its Quotation, the below list of processes shall be performed by Buyer at its own cost. If installation is included in the Quotation, Technician(s) will complete the following installation processes. Further, in the event that installation is included in the Quotation, such installation shall not include startup, debugging, or operator and maintenance training.

- Provide all necessary supplies (such as shims, grout, floor anchors, etc.) and tools (such as machine level, theodolite, plum bob, chalk line, concrete drill, etc.) that will be required to position and install the Equipment.
- Install Stretcher Leveler Traverse Tracks, if applicable, prior to the arrival of the Stretcher frames at Buyer's facility so the frames can be set in place while the rigging equipment is present.
- If there is no EPS Equipment, then RBI Tech Support, Inc., any subcontractor(s) retained by RBI Tech Support, Inc., and/or their respective affiliates shall set, align, secure, wire, and hydraulically pipe all Equipment, if installation is included in the Quotation. For all EPS Equipment (including Third-Party System Component Manufacturer equipment incorporated into EPS Equipment), this step shall be completed by Buyer (at Buyer's own cost).
- If required by Buyer's electrical code, Buyer shall provide (at Buyer's own cost) a licensed contractor to make electrical connections.
- Install all service/operator platforms, safety railings, walkways, utility trench covers, guarding, electrical enclosure covers, etc. Buyer shall provide trench covers if applicable.
- Clear all debris from the Equipment area.
- Check and tighten all fasteners.
- Inspect all power transmission couplings.
- Fill all pneumatic filter-regulator-lubricators.
- Inspect all hydraulic, pneumatic, and coolant piping connections.
- Inspect all electrical connections.
- Complete alignment and send the Alignment Data Sheet to RBI Tech Support, Inc.
- If roller leveler included, mount roller leveler remote control panel on Red Bud Industries, Inc. or Buyer supplied service/operator platform.

Buyer shall provide and install all necessary conduit(s) and wiring needed to connect main control panel of roller leveler(s), hydraulic unit(s), and any other auxiliary or remote operator panels. Buyer shall provide and install all necessary hydraulic and pneumatic piping and hoses needed to connect roller leveler(s), hydraulic unit(s), and any other auxiliary equipment.

The following conditions shall be completed by Buyer at Buyer's cost and Buyer shall inform RBI Tech Support, Inc. of their completion before Equipment Startup.

- Install adequate size piping (1.5" (38 mm) diameter) to approximate location of each of the air drops.
- Provide adequate sized electrical components, boxes, conduit wire, etc. to the location of electrical drops into the separate disconnects supplied by Red Bud Industries, Inc.
- Connect all electric service to Equipment components, including auxiliary power supplies and transformers.
- Fill all hydraulic power units.
- Fill all coolant reservoirs.
- Fill all gear reducers.
- Complete all electrical groundings.
- For EPS Equipment, supply all consumables per instructions supplied by Red Bud Industries, Inc. and/or other third parties.
- For EPS Equipment, additional items that shall be completed prior to RBI Tech Support, Inc. and/or other third parties coming on-site to perform Equipment Startup may be provided during the manufacturing process.

The following conditions shall be completed by Buyer at Buyer's cost and Buyer shall inform RBI Tech Support, Inc. of their completion before Training can proceed.

- All consumables are supplied by Buyer and are available for use.
- Selection by Buyer of experienced/skilled personnel suitable for operation and maintenance of the Equipment.
- Trench covers have been installed by Buyer.

(1) **EQUIPMENT STARTUP.** Equipment Startup will include, but will not be limited to:

- a. If installation is completed by Buyer, Equipment will be visually inspected by RBI Tech Support, Inc. for proper installation and placement of all components, parts, guards, covers, operator stations, cables, controls, etc. If patent deficiencies or defects are discovered and were caused by any Buyer Party, RBI Tech Support, Inc. will advise Buyer, and Buyer shall correct immediately, at Buyer's cost, before continuing with Equipment Startup or RBI Tech Support, Inc. can correct at costs specified in its Service Policy. During the time that Buyer corrects the patent deficiencies or defects, Technician(s) may return to their respective facility(ies).
- b. Initialization of Equipment's electrical system: energize all AC motors, check overall electrical system.
- c. Initialization of Equipment's hydraulic system: check for leaks, verify/set hydraulic pressures.
- d. Initialization of EPS Equipment, check for leaks, make adjustments as required.
- e. Initialization of Equipment and components: verify proper operation by operating each piece of Equipment, initialize each hydraulic component and adjust and lock speed controls as required, cycling of all Equipment and components, running and testing all AC motors.

(2) **EQUIPMENT COMMISSIONING.** Equipment Commissioning commences when Equipment Startup is completed. In order to analyze the Equipment's compliance with the Specifications, all Equipment and components contained in the Equipment shall be operated under an array of conditions such as full load. "Hands-on" Operator and Safety Training will continue throughout this stage.

Before Equipment Commissioning can begin, Buyer shall supply, at no cost to RBI Tech Support, Inc., RBI Tech Retained Subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates the following:

- a. Adequate amount of "choice" quality material as follows: maximum material weight per the Specifications; maximum material width per the Specifications; maximum coil OD (where applicable) per the Specifications; maximum gage and maximum mechanical properties per the Specifications; minimum gage and minimum mechanical properties per the Specifications
- b. Tooling set ups for test running material. Buyer's personnel shall complete multiple tooling set ups on a timely basis.

Material supplied by Buyer at Buyer's cost is to be test run by RBI Tech Support, Inc. so as to enable RBI Tech Support, Inc. to make all necessary mechanical and electrical adjustments to prepare the Equipment for daily production in accordance with the Specifications. Corrections will be made to the Equipment per Red Bud Industries, Inc.'s Warranty.

(3) **EQUIPMENT ACCEPTANCE.** The final stage, to be started after successful completion of Equipment Commissioning, is Equipment Acceptance. During Equipment Acceptance the Equipment is run on an "artificial" production basis for the goal to produce product acceptable for delivery to Buyer's customers, and to certify that the non EPS Equipment meets the Specifications and, if applicable, that the EPS Equipment meets Red Bud Industries, Inc.'s Sole Guarantee for EPS listed below.

For Equipment Acceptance of the non EPS Equipment, Buyer is to furnish necessary "choice" material, at no cost to RBI Tech Support, Inc., RBI Tech Retained Subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates, including:

- a. At least one (1) unit (coil or sheet) of maximum weight per the Specifications.
- b. At least one (1) unit (coil or sheet) of maximum width per the Specifications.
- c. At least one (1) unit (coil or sheet) of maximum OD (where applicable) per the Specifications.
- d. At least one (1) unit (coil or sheet) of maximum gage and maximum mechanical properties per the Specifications.
- e. At least one (1) unit (coil or sheet) of minimum gage and minimum mechanical properties per the Specifications.
- f. At least one (1) unit (coil or sheet) of "intermediate" weight, width, OD (where applicable), gage and mechanical properties per the Specifications.

Failure of Buyer to furnish said material within one (1) day from completing the Equipment Commissioning stage shall result in the successful completion of the final stage, Equipment Acceptance, and that the non EPS Equipment meets all the Specifications; however, at Buyer's request, Equipment Acceptance may continue with limited material supplied by Buyer at Buyer's cost. In this case, RBI Tech Support, Inc. can only conclude that the Equipment is ready to process material with Specifications within the realm of the supplied material weights, ODs (where applicable), widths, gages, and mechanical properties. Any material exceeding the parameters of material ran during Equipment Commissioning and Equipment Acceptance shall be processed at Buyer's risk. Red Bud Industries, Inc.'s Warranty expressly excludes coverage for any a) Equipment abuse or damage caused by running material exceeding parameters; or b) damage to normal wear items not solely caused by Red Bud Industries, Inc. With proper advance notice and subject to engineering approval from Red Bud Industries, Inc., RBI Tech Support, Inc.'s technicians may test-run and make the needed adjustments for Buyer to process material exceeding parameters, but this material shall not be included as part of the Equipment Acceptance.

RBI Tech Support, Inc. will take corrective action within a reasonable time should the non EPS Equipment fail to perform in accordance with the Specifications and, if applicable, the EPS Equipment fail to perform according to Red Bud Industries, Inc.'s Sole Guarantee for EPS during Equipment Acceptance. Equipment Acceptance will continue following any corrective action, utilizing material furnished by Buyer at no cost to RBI Tech Support, Inc., RBI Tech Retained Subcontractors, Third-Party System Component Manufacturers, and/or their respective affiliates. RBI Tech Support, Inc. will continue to perform its "hands-on" Operation, Maintenance, and Safety Training Program during Equipment Acceptance. Once the non EPS Equipment processes product per the Specifications and, if applicable, the EPS Equipment per Red Bud Industries, Inc.'s Sole Guarantee for EPS listed below, Equipment Acceptance shall be considered complete.

Following completion of Equipment Acceptance, RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates may, at their discretion, continue to monitor the Equipment via a remote connection. Buyer acknowledges and agrees that RBI Tech Support, Inc., RBI Tech Retained Subcontractors and/or their respective affiliates may collect, use and transfer to each other data and information about the performance of any Equipment supplied by Red Bud Industries, Inc., for the purpose of maintenance troubleshooting, efficiency studies, supporting such Equipment and any other reasonable purpose relating to the maintenance and/or support of the Equipment. Buyer agrees to notify its customers of such monitoring and to assist RBI Tech Support, Inc., RBI Tech Retained Subcontractors and/or their respective affiliates in establishing and maintaining such remote connection. RBI Tech Support, Inc., RBI Tech Retained Subcontractors, and/or their respective affiliates will not sell Buyer's or its customers' information or data, and does not collect, store or use any personal information, such as an individual's name, email, physical address, username, password, social security number or financial account numbers as a result of such monitoring. Buyer acknowledges and agrees that neither RBI Tech Support, Inc., RBI Tech Retained Subcontractors nor their respective affiliates (i) will or has the right to monitor the Equipment for any safety purposes, security breaches, or damage(s) to Equipment; and (ii) has no duty or obligation to conduct safety monitoring or to alert Buyer to any potential safety concerns, security breaches, or damage(s) to Equipment.

Red Bud Industries, Inc.'s Sole Guarantee for EPS:

- Buyer shall provide at its own cost (1) test material to be processed on an existing EPS cell as designated by Red Bud Industries, Inc. ("Existing EPS Cell") and (2) test material from the same coil that is not EPS processed (the "Non EPS Test Material"). Buyer shall ship, at Buyer's cost, all the test material (EPS processed and not EPS processed) to Red Bud Industries, Inc. to retain for purposes of commissioning and final acceptance of the Equipment at Buyer's plant. Upon completion of manufacturing of the Equipment, Red Bud Industries, Inc. shall ship some of the test material to Buyer with the Equipment for Buyer and RBI Tech Support, Inc. to test, in cooperation together, the performance of Buyer's EPS cell.
- Upon completion of installation by Buyer at Buyer's cost and startup of the Equipment and prior to departure of RBI Tech Support, Inc.'s and/or its affiliates' technicians, RBI Tech Support, Inc., together with Buyer, shall process on the Equipment the Non EPS Test Material using consumables that are of at least substantially the same quality as those specified or used by The Material Works, Ltd. or Red Bud Industries, Inc. RBI Tech Support, Inc. and Buyer shall together visually compare it to the test material processed on the Existing EPS Cell. If the cleanliness of the Non EPS Test Material processed on the Equipment is equal or better in cleanliness to the test material processed on the Existing EPS Cell as determined by Red Bud Industries, Inc., in its reasonable discretion, the Equipment shall be considered accepted and if applicable, Buyer shall sign any documentation signifying Equipment Acceptance. This is the only guarantee of EPS Equipment performance that Red Bud Industries, Inc. provides Buyer, and supersedes all prior written or oral quotations, correspondence and negotiations. Buyer shall keep and protect from damage the test material processed on the Existing EPS Cell, and the test material processed on Buyer's Equipment until the purchase price is received in full by RBI Tech Support, Inc. If the test material processed on the Existing EPS Cell and the Non EPS Test Material is not available during Equipment Acceptance, the Equipment shall be considered accepted and Buyer shall sign any documentation, if applicable, signifying Equipment Acceptance. Upon RBI Tech Support, Inc.'s receipt and successful negotiation of such payment, the test material can be discarded at Buyer's option.

If non EPS Equipment fails to meet Specifications any time during Equipment Acceptance and, if applicable, the EPS Equipment fails to meet Red Bud Industries, Inc.'s Sole Guarantee for EPS and such failure is caused or contributed to by factors outside of the control of Red Bud Industries, Inc. and/or RBI Tech Support, Inc. (e.g., tooling deficiencies, personnel inexperience, improper tooling set up, poor material conditions, foundation issues, improper installation or alignment, etc.), the Equipment shall be considered accepted by Buyer with no recourse to RBI Tech Indemnified Parties.

24. UNUSED STARTUP DAYS. RBI Tech Support, Inc. strongly recommends that Buyer utilize all of the "Startup Days" made available to Buyer, as set forth in the Quotation. If RBI Tech Support, Inc. grants a request by Buyer to refund amounts paid by Buyer for "Startup Days" not used by Buyer, Buyer shall (and shall be deemed to have agreed to) hold harmless, defend and indemnify RBI Tech Indemnified Parties from and with respect to (i) any and all claims of any Buyer Party that the Equipment was improperly or inadequately started up or commissioned and/or that the individual(s) operating and/or maintaining the Equipment were improperly or inadequately trained in its operation and/or maintenance and (ii) any and all damages, losses, and expenses (including attorneys' fees) directly or indirectly incurred or arising from claims described in subarticle (i) above even if such damages, losses or expenses arise from the negligence of RBI Tech Indemnified Parties, any subcontractors, and/or Third-Party System Component Manufacturers.

25. SUCCESSORS AND ASSIGNS. The terms, covenants and provisions of this Quotation and foregoing Conditions of Sale shall be binding upon RBI Tech Support, Inc. and Buyer and their respective successors and assigns.

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