

**Standard Terms of Purchase of
Request Foods, Inc.; ColdQuest, LLC; and other subsidiaries and affiliates**

(Applicable to Capital Equipment, MRO Items, Other Non-Food Items, Services, etc.)

All Purchase Orders for Products and Services by Buyer are subject to these Standard Terms of Purchase ("Terms of Purchase" or "Terms"). In these Terms, the following definitions apply:

- **"Affiliate"** of a party means any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
- **"Buyer"** means the specific legal entity that is a Request Company that is the buyer or purchaser issuing the Purchase Order to the Supplier. The term **"Request Company"** means one of the following: Request Foods, Inc., ColdQuest, LLC, or any subsidiary or affiliate of Request Foods, Inc. Only the specific legal entity that is the Buyer issuing the Purchase Order is obligated to the Supplier, and no other Request Company has any obligation to the Supplier under these Terms, the Contract or otherwise.
- **"Contract"** means the contract formed pursuant to the Purchase Order, including Terms of Purchase, the Purchase Order and any other terms agreed upon by Supplier and Buyer in writing.
- **"Equipment"** means any Product that consists of equipment, machinery, controllers, parts, components and/or related items.
- **"Products"** means the equipment, machinery, parts, components, tools, supplies, materials, assemblies, software and all other tangible items or products described on Buyer's Purchase Order to be purchased by Buyer from the Supplier. Notwithstanding the above, the term **"Products"** does not include (and these Terms do not apply to) food or food-related items, such as food ingredients, raw materials, containers, packaging, etc. Buyer has separate standard terms of purchase that apply to such food and food-related items.
- **"Purchase Order"** means Buyer's purchase order to the Supplier to purchase the Products and/or Services.
- **"Services"** refers to the services described on the Purchase Order to be purchased by Buyer from Supplier and/or other services that Supplier will provide in connection with supplying Products (such as installation services, supervision or commissioning services, design services, etc.).
- **"Supplier"** refers to the supplier or seller listed on the Purchase Order.

1. **Agreement.** Buyer's Purchase Order is subject to the terms of any written agreement between Buyer and Supplier in which they have agreed that these Terms of Purchase will apply to Buyer's purchases from Supplier. If there is no such written agreement, then (a) the Purchase Order is an offer to buy by Buyer and Buyer rejects any prior offers to sell made by Supplier; (b) if the Purchase Order nevertheless is in legal effect an acceptance of a prior offer by Supplier, then Buyer's acceptance is conditional upon Supplier's assent to all terms of the Purchase Order that are additional to or different from the terms of Supplier's offer; and (c) by signing and returning a copy of Buyer's Purchase Order or by accepting Purchase Order electronically or by shipping the Products or performing the Services, Supplier accepts, agrees and assents to all of the terms contained in the Purchase Order.

2. **Price; Payment; Security Incident.**

(a) Unless otherwise stated in Buyer's Purchase Order, the price set forth on the Purchase Order is a fixed price and not subject to increase for any reason. Unless Buyer agrees otherwise in writing, Buyer shall not be required to pay any sales, use or other taxes arising because of Buyer's purchase from Supplier. Buyer shall not be required to pay any late charge, interest, finance charge or similar charge. Buyer's payment of the purchase price does not indicate its acceptance of the Products or Services. Unless otherwise set forth in the Purchase Order or unless otherwise agreed by Buyer in writing,

payment terms are net 90 days. Payment terms, including discount periods, shall run from the latest of (i) the scheduled date for delivery or performance; (ii) the actual date of delivery of conforming Products or performance of conforming Services; (iii) the date of Supplier's invoice; or (iv) in the case of Equipment, completion of Buyer's final inspection and acceptance (including installation, if applicable). Buyer may withhold payment to Supplier on any invoice if Buyer in good faith disputes any portion of such invoice or needs additional information related to the invoice.

(b) Supplier shall notify Buyer immediately if Supplier becomes aware of any potential fraudulent activity or any Security Incident (as defined below) which indicates that the payment information Supplier has provided to Buyer may have been compromised. If, as a result of a Security Incident or otherwise, a third party (including a third party fraudulently representing itself as Supplier in providing payment instructions to Buyer) is enabled to misdirect or fraudulently induce Buyer to misdirect payments intended to be made to Supplier, such misdirected payments will be deemed payments made by Buyer against any amounts owed to Supplier. As used above, the term "**Security Incident**" means (i) a breach of security impacting Supplier's information technology systems; or (ii) one or more fraudulent emails or other communications impersonating an employee, agent or representative of Supplier.

3. Delivery; Force Majeure. Unless otherwise stated in the Purchase Order, the Products shall be delivered DDP (Incoterms) Buyer's facility identified on the face of the Purchase Order. Time of delivery or performance is of the essence, and Buyer's stated delivery or performance date and the date for performance of any other obligation of Supplier shall not be extended or excused for any reason, other than fire, flood, Acts of God, natural disaster, war, terrorism and governmental decrees. Buyer may, upon notice to Supplier, delay the delivery or performance dates without any cost to Buyer.

4. Orders. If the Purchase Order is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated in Purchase Order, Supplier is obligated to deliver to or perform for Buyer all Products or Services that Buyer orders during the stated period. Regardless of whether Purchase Order is a blanket purchase order or blanket purchase agreement, however, (a) Buyer reserves the right to purchase Products and Services from other suppliers and Buyer has not agreed to exclusively purchase the Products or Services from Supplier; and (b) Buyer is not obligated to purchase any minimum amount of Products or Services.

5. Representations, Warranties and Agreements Concerning Supplier. Supplier represents and warrants to Buyer, and agrees and guarantees, that (a) Supplier has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract; (b) the Contract is the valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms; (c) Supplier is solvent; (d) Supplier has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any Affiliate of Buyer; (e) Supplier is and shall continue to be in compliance with all equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("**VEVRAA**"), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503; and (f) Supplier is and shall continue to be in compliance with all applicable laws and regulations, including without limitation all applicable provisions of the Federal Food, Drug and Cosmetic Act, the FDA Food Safety Modernization Act, and all regulations enforced by the Food and Drug Administration and the United States Department of Agriculture.

6. Representations, Warranties and Agreements About the Products and Services. Supplier represents and warrants to Buyer, and agrees and guarantees, that: (a) the Products shall be new, production ready, merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from all faults and defects (including free from defects in design, material and workmanship) and will conform to the highest industry standards; (b) the Services shall be performed using the highest quality and in a professional, good and workmanlike manner, and in a manner that

is fit for the purposes that Buyer intended, and the Services shall be free from all faults and defects; (c) the Products and Services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to in Purchase Order or that Buyer has otherwise specified or agreed to in writing, or, if not stated, to standard commercial specifications; (d) the Products, their manufacture, packaging, labeling, branding and sale, and the Services, shall comply with all applicable federal, state and local laws, regulations, standards and orders, including without limitation the Occupational Safety and Health Act of 1970, and all Good Manufacturing Practices promulgated by the Federal Food and Drug Administration, as each of those acts or regulations has been or is amended; (e) with respect to Equipment, the Equipment shall comply with all applicable NSF Food Equipment Standards (currently found at <https://www.nsf.org/nsf-standards/standards-portfolio/food-equipment-standards>); (f) with respect to Equipment, the Equipment shall conform to and satisfy all specifications, designs, drawings, performance standards (including run rates, scrap rate, uptime requirements, capacity, etc.), capabilities and other requirements that Buyer provided to Supplier and/or that Supplier has otherwise agreed to; (g) the Products and Services do not and will not infringe any patent or other intellectual property of any third party, and the Products and Services shall be free and clear of all liens, claims and encumbrances; (h) the Products shall not contain chemicals or substances deemed by any federal, state, provincial or local law to be toxic, hazardous to health, or to cause cancer, birth defects, or other reproductive harm; and (i) the prices of the Products or Services and any discounts, advertising allowances or other merchandising payments or Services provided to Buyer under the Contract are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances or other merchandising payments or Services that Supplier provides to other buyers of comparable Products or Services. Buyer's approval of a sample, drawing, specification or standard shall not relieve Supplier of any of its warranties. Supplier's warranties extend to future performance of the Products and Services and survive inspection, tests, acceptance and payment.

7. Rejection of Non-Conforming Products Upon Delivery/Installation. In the event that Supplier delivers and/or installs non-conforming or otherwise defective Products, then without limiting other rights and remedies available to Buyer, Buyer may reject such Products and exercise one or more of the following remedies at Supplier's expense: (a) require Supplier to promptly repair or replace such Products; (b) return such Products to Supplier, at Supplier's risk, and require Supplier to give Buyer a full refund of the amounts paid by Buyer to Supplier; and/or (c) if such Products have been installed, then require Supplier to deinstall and remove such Products from Buyer's facility and reinstall replacement products as directed by Buyer. Supplier shall be responsible for all costs related to the above, including freight costs, deinstallation, removal, reinstallation, refund costs and labor.

8. Equipment Warranty. This *Paragraph 8* applies to Equipment.

(a) If the Equipment does not meet the warranties in *Paragraph 6* above during the Equipment Warranty Period (as defined below), then without limiting other rights and remedies available to Buyer, Buyer may exercise one or more of the following remedies at Supplier's expense: (i) require Supplier to promptly repair or replace the Equipment; (ii) if Supplier does not promptly repair or replace the Equipment, then correct the non-conformity or defect and charge Supplier for the cost to make the correction; (iii) if the Equipment cannot, in Buyer's opinion, be satisfactorily repaired, then have the Equipment deinstalled and removed from Buyer's facility, obtain a refund for all amounts paid to Supplier for the Equipment, and have replacement equipment installed in its place. Supplier shall be responsible for all costs related to the above, including freight costs, deinstallation, removal, reinstallation, refund costs and labor.

(b) The term "**Equipment Warranty Period**" means twenty-four (24) months after acceptance of the Equipment by Buyer. The Equipment Warranty Period will be extended one month for each month in which the Equipment does not meet the Equipment Specifications. With respect to latent defects in the Equipment that are not discovered by Buyer during the

Equipment Warranty Period, the Equipment Warranty Period will be extended until sixty (60) days after Buyer discovers such latent defects.

(c) Supplier's obligations and liability, if any, with respect to defective or non-conforming Equipment that is not covered by the terms of this *Paragraph 8* shall be determined by applicable law.

9. **Software.** To the extent that software is provided by Supplier in connection with Equipment, Supplier grants and warrants to Buyer (and any subsequent purchaser of the Equipment) a non-exclusive perpetual royalty-free license to use the software delivered for use with the Equipment to the extent necessary to operate and maintain the Equipment.

10. **Changes and Inspections.** Buyer may at any time, by giving notice to Supplier, change the Purchase Order or the Contract as to (a) designs or drawings of or specifications for the Products or Services; (b) method of packing or shipment; or (c) quantity of the Products or extent of the Services. If this causes a change in Supplier's cost of performance, then an equitable adjustment shall be made in the price, but only if Supplier makes a written request for an adjustment within twenty (20) days after Buyer notifies Supplier of the change. Buyer's employees or agents may at any time enter Supplier's premises (x) to inspect and test the Products, Supplier's process of manufacturing of them and any materials, components or work-in-process that Supplier will use in their manufacture or to take any other actions related to Purchase Order or the Contract, and (y) to inspect and make copies of any books and records related to any of the foregoing or related in any way to the Products, the Services, Purchase Order or the Contract. If Buyer's inspection of any of the Products inspected are non-conforming or defective, then Supplier shall reimburse Buyer for all costs and expenses (including without limitation internal allocated workforce costs and administrative costs) that Buyer incurs in inspecting all of the Products.

11. **Termination.**

(a) Either party may terminate Purchase Order or the Contract, in whole or in part, if the other party materially breaches its obligations and fails to cure such material breach within ten (10) days after receipt of written notice from the non-breaching party.

(b) Buyer may terminate the Purchase Order or the Contract, in whole or in part, at any time by giving Supplier a notice stating the extent and effective date of termination. When Supplier receives notice of termination under the preceding sentence, Supplier shall, unless otherwise directed by Buyer, stop work and acquisition of materials under the Contract and use its best efforts to mitigate all costs and expenses. Not later than thirty (30) days after the effective date of termination, Supplier shall submit to Buyer its claim, if any, for reasonable compensation for termination. Buyer shall have the right to audit and inspect Supplier's books, records and other documents relating to the termination claim. If the parties cannot agree within a reasonable time upon the amount of equitable compensation for the termination, then Buyer will pay to Supplier, without duplication, the amount of Supplier's losses as reasonably determined by Buyer, which losses shall not exceed the following: (i) the Contract price for conforming Products or Services that Supplier shall have completed and delivered or performed (as applicable) in accordance with the provisions of the Contract; *plus* (ii) the reasonable and documented costs that Supplier incurred that are properly allocable to the terminated portion of the Contract, but not to exceed the Contract price for the terminated portion of the Contract; *minus* (iii) the value to Supplier or any raw materials, work-in-process and finished Products that Supplier retains and that are allocable to the terminated portion of the Contract.

12. **Indemnity.** Supplier shall defend, indemnify and hold Buyer, its Affiliates and its and their respective officers, directors, shareholders, members, managers, agents, representatives and employees (all of the above being referred to

collectively as “**Indemnified Parties**”) harmless from and against any claims, liabilities, losses, damages and expenses (including without limitation reasonable attorney fees and costs) brought against or incurred by any of the Indemnified Parties arising out of or related to (a) any breach by Supplier of the Contract, including without limitation any breach by Supplier of the Purchase Order or these Terms of Purchase; (b) any actual or alleged non-conformance or defects in the Products or the Services; (c) any negligence, intentional misconduct or other fault of Supplier, its sub-suppliers or any other person or entity under the control of Supplier; (d) any claim that any of the Products or Services infringes any patent, trademark, copyright or other intellectual property right; or (e) any death, injury or damage to any person or property alleged to have been caused in whole or in part by (i) the Products or Services, Supplier's manufacture of the Products or performance of the Services, or (ii) Supplier’s employees or subcontractors work or presence at Buyer’s facilities.

13. **Setoff.** All amounts payable to Supplier are subject to Buyer’s claims and defenses. Buyer may set off and deduct all existing and future amounts owed or to be owed by Supplier or its Affiliates to Buyer against any existing or future amounts payable by Buyer to Supplier or its Affiliates. Buyer’s rights shall apply whether or not Supplier or any of its Affiliates has assigned to another party (“**Assignee**”) any rights to receive amounts owing or to be owing from Buyer. All such rights of an Assignee are subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Supplier or the respective Affiliate, whether arising under the Contract or otherwise. Additionally, if Buyer or any of its Affiliates believes in good faith that it is at risk, Buyer or any of its Affiliates may withhold and set off a corresponding amount due or to be due Supplier or any of its Affiliates to protect against such risk.

14. **Insurance.** During the term of the Contract and continuing for three (3) years thereafter, (a) Supplier shall maintain insurance coverage that will fully protect both Supplier and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that arises from the Products or their use or the performance of the Services or any activities connected with the Services; and (b) Supplier shall maintain employee's liability and compensation insurance that will protect Buyer from any and all claims and liabilities that Supplier or any employee or agent of Supplier makes under any applicable worker's compensation or occupational disease acts. The insurance required under this paragraph shall include without limitation the following:

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$4,000,000 combined single limit, per occurrence, and in the aggregate.

Errors & Omissions/Professional Liability Insurance: Not less than \$1,000,000 per claim.

Umbrella or Excess Liability Coverage: Not less than \$10,000,000 per occurrence and in the aggregate.

Workers’ Compensation/Employers Liability Insurance: Statutory limits

Coverages and limits required hereunder are to be considered minimum requirements and in no way limit the indemnification liability of Supplier, its affiliates or any of its or their respective employees. If Buyer requests Supplier to do so, Supplier shall cause Buyer to be named as an additional insured on the policies evidencing the insurance and shall require each insurer to give Buyer at least thirty (30) days prior written notice of cancellation of each policy. Upon Buyer’s request at any time, Supplier shall furnish to Buyer certificates evidencing required insurance.

15. **Work at Buyer’s Facilities.** If Supplier’s performance of Services involves employees or subcontractors working at Buyer’s facilities, then Supplier shall (a) enforce strict discipline and maintain good order among all persons engaged in

the activity on the premises; (b) cause them to comply with all safety rules and protocols at the facilities as well as all applicable laws and regulations; and (c) not disrupt or interfere with Buyer's operations.

16. **Confidentiality and Non-Use.** Except for public information and except as needed in connection with Supplier's performance under the Contract, Supplier agrees to keep confidential and not use proprietary or confidential information of Buyer or its Affiliates (collectively, "**Confidential Information**") without the prior written consent of the Buyer.

17. **Intellectual Property.** Supplier reserves all of its existing intellectual property rights in its standard, off-the-shelf Equipment. Supplier agrees that Buyer shall own all intellectual property that Buyer has paid for Supplier to develop or create, including without limitation any designs paid for by Buyer.

18. **Remedies; Enforcement; Survival.** All remedies provided to Buyer in these Terms of Purchase are cumulative and in addition to, and not in lieu of, any other remedies available to Buyer under these Terms of Purchase, the Contract or applicable law. In the event that Buyer files a lawsuit, defends a lawsuit or takes other actions to enforce these Terms of Purchase, Supplier shall reimburse Buyer for all reasonable attorney fees and costs incurred by Buyer. The provisions in these Terms of Purchase which by their nature should remain in effect beyond expiration or termination of the Contract shall survive expiration or termination, including but not limited to the provisions in Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, and 20.

19. **Other Terms.** Supplier is an independent contractor, and neither Supplier nor any of Supplier's employees or agents shall be considered agents or employees of Buyer. Supplier shall furnish, at Supplier's expense, all labor, materials, equipment, transportation, facilities and other items necessary to supply the Products or perform the Services. Supplier shall not have and waives any security interest in or lien (including any statutory or common law lien) upon any Buyer Property or the Products. Supplier may not delegate or subcontract any of its obligations under Purchase Order or the Contract without Buyer's written consent. If at any time Buyer has reasonable grounds for insecurity as to Supplier's performance, then Supplier shall provide adequate assurance of due performance within five (5) days after Buyer demands the assurance, which shall be considered to be a reasonable time. Buyer's failure to exercise, or Buyer's waiver of, a right or remedy on one occasion is not a waiver of that right or remedy with respect to any future occasion.

20. **Applicable Law; Complete Agreement.** The Purchase Order and the Contract shall be governed by, and interpreted according to, Michigan law, without regard to conflicts of laws principles. Any action based upon or arising out of the Purchase Order or the Contract shall be brought exclusively in any state or federal court in Kent County or Ottawa County, Michigan, and Supplier irrevocably consents that the court shall have exclusive personal jurisdiction and venue over Supplier and waives any objection that the court is an inconvenient forum. Buyer may amend these Terms of Purchase from time to time, and these Terms of Purchase supersede any previous version of Buyer's Terms of Purchase. The Purchase Order, these Terms of Purchase and any other terms agreed upon by Supplier and Buyer in writing constitute the Contract and the complete agreement of Buyer and Supplier. No clickwrap or other electronic agreements to Supplier's terms by Buyer, including without limitation agreements purportedly made through use of any electronic portal of Supplier, shall be valid or binding on Buyer. Any agreement by Buyer to modify or alter these Terms of Purchase must be in a writing signed by Buyer's Chief Financial Officer, President or Chief Executive Officer.

(End of Terms of Purchase)