

UNIC STANDARD TERMS OF SALE & WARRANTY

1. TERMS AND CONDITIONS OF SALE
2. ADDENDUM A: WARRANTY

TERMS AND CONDITIONS OF SALE

1. These terms and conditions (the "Conditions") govern the sale of coffee makers and hotel restaurant equipments (the "Goods") of UNIC USA CORP. ("UNIC") to distributors for resale ("Distributors") or to other commercial buyers ("Buyers") and include the attached Statement of Warranty (the "Warranty") and, if applicable to Purchaser, the attached Maintenance Contract. Collectively, Distributor(s) and Buyer(s) will be referred to as "Purchaser(s)". These Conditions, including the attached Warranty and Maintenance Contract, if any, are the complete and exclusive agreement between UNIC and any Purchaser (whether directly from UNIC or through a Distributor) relative to the Goods, and supersede all prior and contemporaneous understandings or agreements, whether oral or written. These Conditions take precedence over Purchaser's additional or different terms and conditions, to which notice of objection is hereby given. Either party may use its standard business forms, including purchase orders and invoices, to administer the purchase of the Goods, but use of such forms is for the parties' convenience only and does not alter the provisions of these Conditions. Except for UNIC's updates to the Warranty from time to time, no addition to or modification, of any of these Conditions will be effective unless made in writing and signed by UNIC. By purchasing the Goods, the Purchaser agrees to these Conditions.

2. **Orders.** (a) An order for Goods is not accepted by UNIC until Purchaser receives acceptance in writing (which may be via email or other electronic delivery) by a duly authorized agent of UNIC. Any written acknowledgement of receipt of an order shall not constitute acceptance. (b) Cancellations by Purchaser of orders accepted by UNIC are subject to the written consent of UNIC. If an order is cancelled for any reason, Purchaser shall pay to UNIC all expenses then incurred, including reasonable cancellation or restocking charges up to thirty five percent (35%) of the order total value.

3. **Prices.** Purchaser shall pay UNIC for the Goods the price stated on the front hereof. Purchaser will pay UNIC according to Section 4 below. All orders are accepted subject to UNIC's prices in effect at time of acceptance of the order. All prices are subject to change without notice. UNIC will use commercially reasonable efforts to accept and confirm orders within five business days of receipt. Prices for Goods and services do not include present or future federal, state, local, or other excise, sales or use tax, or similar taxes. Consequently, unless the Purchaser provides UNIC with a tax exemption certificate, the Purchaser shall pay all applicable taxes in addition to the price specified, or reimburse UNIC for same.

4. **Terms of Payment.** Purchaser will pay UNIC upon receipt from UNIC of acceptance of the order. UNIC is not required to ship the Goods until it receives payment from Purchaser. Purchaser will pay a late charge of eighteen percent (18%) per year or of the maximum rate permitted by law on any unpaid balance of overdue amounts. Further, the Purchaser will reimburse UNIC for costs of collection, including reasonable attorneys' fees. Notwithstanding the foregoing, if UNIC and the Purchaser have entered into a separate written credit agreement setting forth the payment obligations of the Purchaser with respect to the Goods, then the provisions of such credit agreement shall control to the extent of any conflict with these Conditions. If Purchaser becomes insolvent, files for bankruptcy, fails to make payment when due, or fails to comply with UNIC's requirements, UNIC, at its sole option may (1) withhold further deliveries, or (2) terminate these Conditions.

5. **Shipments.** Purchaser may furnish instructions in writing to UNIC with regard to shipment of the Goods, and Purchaser will pay all transportation charges. In the absence of specific instructions, UNIC may select the carrier. UNIC will not be liable for any delay in delivery, and no carrier will be deemed an agent of UNIC. Goods will be shipped E.X.W. (Ex Works) UNIC's designated warehouse. Title and risk of loss will pass to Purchaser when UNIC places the Goods for the carrier's retrieval at UNIC's designated warehouse.

6. **Right of Inspection.** Upon arrival of the Goods at their destination, Purchaser may examine and inspect the Goods. If Purchaser does not notify UNIC in writing within 24 hours after the arrival of the Goods at their destination of any claim with respect to the condition, quality, or grade of the Goods or failure of conformity, specifying the basis of the claim in detail (a "Warranty Claim"), the Goods are deemed accepted. If Purchaser makes a claim, UNIC may inspect the Goods at Purchaser's facilities to confirm the failure of conformity. All Warranty Claims will be resolved under the terms of the Warranty.

7. **Security Interest.** Purchaser agrees that with respect to the Goods sold hereunder, and proceeds thereof, a purchase money security interest shall attach with UNIC as secured party until Purchaser has made payment in full. Purchaser agrees to cooperate fully and assist UNIC in perfecting and/or continuing UNIC's security interest and to execute such other documents and to accomplish such filings and/or recordings thereof as UNIC may deem necessary for the protection of UNIC's interests in the Goods.

8. Warranties; Limitations of Damages.

The Goods and any services are purchased subject to the terms of the Warranty attached hereto as Addendum A. To the full extent permissible by law, neither UNIC nor its licensors will be liable for any damages of any kind arising from the purchase or use of the Goods or from any services performed in connection with the Goods, including but not limited to direct, indirect, incidental, punitive, and consequential damages. The remedies stated in the Warranty are the sole and exclusive remedies available to Purchaser and any third party for any failure of the Goods and any claims arising out of the sale or use of the Goods. UNIC may update the terms of the Warranty at any time by posting the revised warranty at http://www.unic-usa.com/en_US/service-center/warranty. Purchaser hereby waives all claims against UNIC for damages exceeding the price paid for the Goods, including any claims to recover attorneys' fees and costs.

9. **Resale of Goods.** Upon authorized resale in accordance with these Conditions, Distributor may pass through the terms of the Warranty to its purchaser(s), but may not make any warranties with respect to any of the Goods that exceed the warranties made by UNIC. Distributor will not, in connection with its marketing, advertising and sales of the Goods or otherwise, make any oral or written statement or claim which is inconsistent with the Warranty or these Conditions.

10. **Proprietary Rights.** Nothing in these Conditions or through the sale of the Goods confers upon Purchaser any proprietary right, interest or license in the Goods. UNIC retains all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to the Goods and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by UNIC in connection with the Goods or with any and all goods developed by UNIC as a result thereof, including the sole right to manufacture the goods. Purchaser warrants that it will not divulge, disclose, or in any way distribute or make use of such information, and that it will not manufacture or engage to have manufactured coffee makers or hotel restaurant equipment.

11. **Force Majeure.** Except with respect to Purchaser's obligations to pay UNIC for the Goods and services hereunder, no failure to perform any of these Conditions will give rise to a claim by one party against the other if the failure to perform is caused by or arises out of: acts of God, acts, regulations or laws of any government war; civil commotion; destruction of production facilities or materials by fire, earthquake or storm labor disturbances; epidemic; failure of public utilities or of suppliers; or any other event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth above, which is not reasonably within the control of the party affected thereby. The parties will use best efforts to avoid, remove or cure any condition giving rise to a failure of performance under this paragraph.

12. **Disputes.** Any dispute relating in any way to the Goods or these Conditions will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions, and any dispute that might arise between the parties.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, National Registered Agents, Inc., 711 Capitol Way S, Ste 204, Olympia WA 98501-1267. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or at another mutually agreed location. Within forty-five (45) days following the receipt of the notice of arbitration, the parties will agree on the arbitrators, or if the parties are unable to agree the arbitrators will be selected as provided in the AAA Commercial Arbitration Rules. The arbitrators will not be employees, directors or shareholders of either party or of an affiliate and will be selected in accordance with AAA rules.

The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial. Notwithstanding anything to the contrary in these Conditions, UNIC may seek injunctive or other relief in any state or federal court of competent jurisdiction for any alleged infringement of its or any other third party's proprietary rights.



Addendum A to UNIC Terms and Conditions of Sale

STATEMENT OF WARRANTY FOR UNIC USA

This Statement of Warranty (the "Warranty") is issued under, made a part of, and subject to the terms of the UNIC Terms and Conditions of Sale (the "Conditions"). Purchaser has read and agrees to the Conditions and this Warranty. Capitalized terms used in this Warranty and not otherwise defined have the meanings ascribed to them in the Conditions. UNIC's performance is conditional upon Purchaser's agreement to this Warranty and the Conditions.

Warranties and Limitations of Damages and Remedies

(a) UNIC warrants that, for a period of one year following delivery to the Purchaser (the "Warranty Period"), the Goods shall be of UNIC's standard quality, and will be free from defects in material and workmanship.

(b) During the Warranty Period, UNIC will, in response to a Warranty Claim, and at UNIC's option, either repair with replacement of defective parts or provide to Purchaser replacement equipment, in each case of equivalent value to the purchase price paid or the value of the parts of the Goods, as applicable. UNIC will pay transportation charges for any defective Goods returned during the Warranty Period. UNIC'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING GOODS WILL BE LIMITED, AT UNIC'S OPTION, SOLELY TO THE RIGHT TO REPAIR OR REPLACEMENT THEREOF NOT EXCEEDING PURCHASER'S COST OF THE APPLICABLE GOODS.

(c) This Warranty is not applicable to (1) Goods that have been repaired or altered by anyone other than UNIC personnel or authorized service agent, or where parts unauthorized by UNIC were used, without UNIC's prior written authorization; (2) any labor charges for removal and/or replacement of the nonconforming or defective Goods or part thereof; (3) Goods installed or used differently than as described in any instructions, owners' manual, or this Warranty; or (4) any losses due to misuse, accident, abuse, neglect, normal wear and tear, or improper installation, maintenance or application, included but not limited to: (i) evidence of abnormal wear and tear due to abuse, misuse, or improper maintenance; (ii) water processed by the Good(s) not meeting standards per UNIC's Water Specification Guidelines document; (iii) inoperative or dirty milk delivery components from improper maintenance; (iv) jammed or impacted coffee grinder caused by misuse, improper calibration, or processing of foreign materials other than whole bean coffee; (v) plugged or partially plugged drain; (vi) inoperative brew group due to improper maintenance; (vii) insufficient water supply and/or insufficient or incorrect power; (viii) improper recalibration due to the use of different coffee beans, type of milk or size of cups; (ix) relocation of the Goods from their originally approved location; (x) newly installed equipment which interferes with the operation of the UNIC Goods; (xi) absence of daily cleaning.

(d) EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, THE GOODS, MAINTENANCE SERVICES, AND OTHER SERVICES INCLUDED WITH OR OTHERWISE MADE AVAILABLE TO PURCHASER IN CONNECTION WITH THE GOODS ARE PROVIDED BY UNIC ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNIC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE GOODS, OR THE MAINTENANCE OR OTHER SERVICES INCLUDED WITH OR OTHERWISE MADE AVAILABLE TO PURCHASER IN CONNECTION WITH THE GOODS, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS. PURCHASER EXPRESSLY AGREES THAT ITS USE OF THE GOODS IS AT ITS SOLE RISK. UNIC WILL HAVE NO RESPONSIBILITY FOR ANY PARTICULAR APPLICATION MADE OF THE GOODS.