



October 14<sup>th</sup>, 2013

**Subject: Tetra Pak Inc. Quotation 10148476**

Dear Mike,

As per our discussions, Tetra Pak Inc. is pleased to offer this proposal for a Tetra Alex Batch Mixer B200-800.

We have configured the mixer within this proposal in such a way to separate the vacuum equipment from the standard Tetra Almix solution. As a non vacuum mixer, we are confident you will see a better quality mix to ensure the best performance for your ingredient addition. For vacuum systems, you will be able to do the following:

- Less air content in product (less foam)
- Accomplish faster batch times
- Flexibility for the batching system to incorporate powders such as NFDM and sugar at over 200lbs/min
- Ensure hydration time and fermentation time performance
- Incorporate powders from the ground level (no need for platforms)
- Pre-load powders for batches (operator efficiency)

In addition to this I would also like to make you aware of a trial unit we have in stock. Should the delivery times within this proposal fall outside of your expectations, we would discuss the availability of the rental unit to run production in advance. The rental unit is similar to the unit outlined in this proposal and will be capable of running your production capacity.

Tetra Pak, Inc. appreciates the opportunity to review this project with you. If you have any questions regarding this proposal, please feel free to contact me at (847)-955-6433 or David VanHam at (603)-548-6354.

Best Regards,

Mathew Rutz  
Product Manager – Mixing Technology  
Tetra Pak Inc

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## **1. Summary of Equipment**

Tetra Almix mixers are especially designed to mix and dissolve dry/liquid ingredients, while solving a number of problems that alternative technologies are susceptible to, namely air incorporation, foaming, lumping and clogging.

The heart of the Tetra Almix is the unique mixing unit. It is designed as a high shear mixer with rotor and perforated stator, located in a vacuum tank. This allows a very efficient utilization of the vortex effect without withdrawing air into the product. This gives a very stable dispersion and emulsion. Stable dispersion of the mixed product prevents fish eyes (lumps) from forming and sedimentation in tanks, which also cause other effect in sequence as clogged filters. A mix without lumps ensures better and consistent product quality and increased line efficiency. The Tetra Almix mixer also minimizes the air incorporation which is very important especially for more viscous ingredients like pectin, CMC and gums.

The modules are pre-tested with water prior to packaging and delivery.

### **Standards: Federal, Provincial and Local**

It is the sole responsibility of the Customer to obtain and bear the cost of any approvals, waivers, variances, licenses, testing, inspections, and permits required by any federal, provincial, local, county, municipal or process authority for the manufacture, storage, sales, use, advertisement and/or consumption of the product produced by the equipment specified herein.

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## 2. Tetra Almix B200-800VA mixer for recirculation.



- All product wetted and/or pressurised parts are made from stainless steel AISI 316L in Sanitary 3A design.
- Other parts are made from stainless steel AISI 304.
- Inside surfaces are mechanically polished to  $Ra \leq 0,8 \mu\text{m}$ . (3A)
- Outside surfaces ground with smoothly ground and polished welding seems  $Ra \leq 1,6 \mu\text{m}$ .
- The unit is skid mounted on frame.
- The effective turbo unit is located in the bottom of the tank.
- All pipe joints are welded by orbital welding machine, where possible.
- Elastomers are FDA approved EPDM.
- Process connections are 3A tri-clamp.

- **If not specified pipes and connections are:**

- Inlet/outlet pipes: ISO 2037
- Connections: SMS and 3A tri-clamps.
- Powder line, pipe: ISO 2037
- Connections: Clamp for ISO pipe 2037

- **The tank is:**

- Constructed for max. 212°F.
- Top cone 20°
- Bottom cone 30°

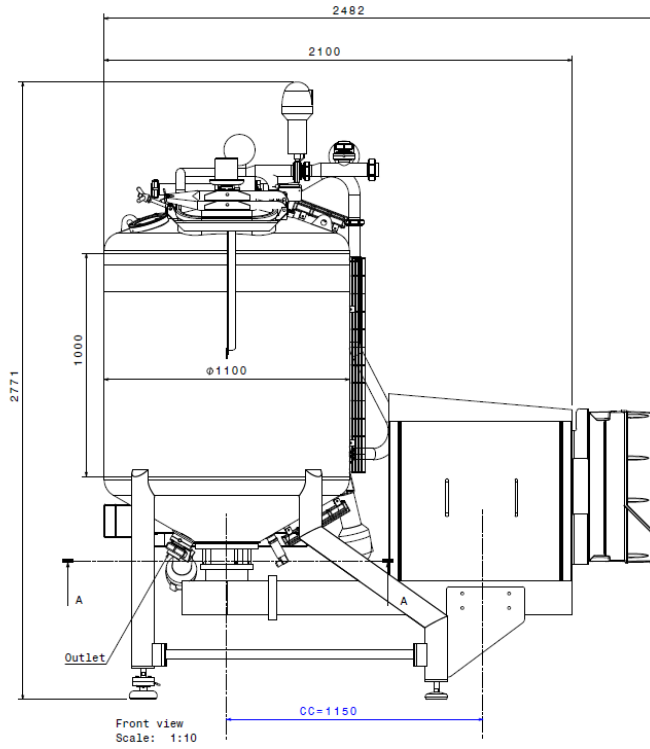
- **Turbo unit:**

- Ø200 mm Turbo unit with water flushed, FDA approved shaft seal
- Static with Ø4 mm holes.
- 33 kW motor 3 x 460 V, 60 Hz, NEMA electric and IEC flange motor

- **Equipped with:**

- Round manhole with safety grill and switch.
- 2 pc. 2½" Top mounted inlet, open connection flange.
- 2 CIP spray balls in mixer, open connection flange.
- 2½" Outlet

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Conceptual layout

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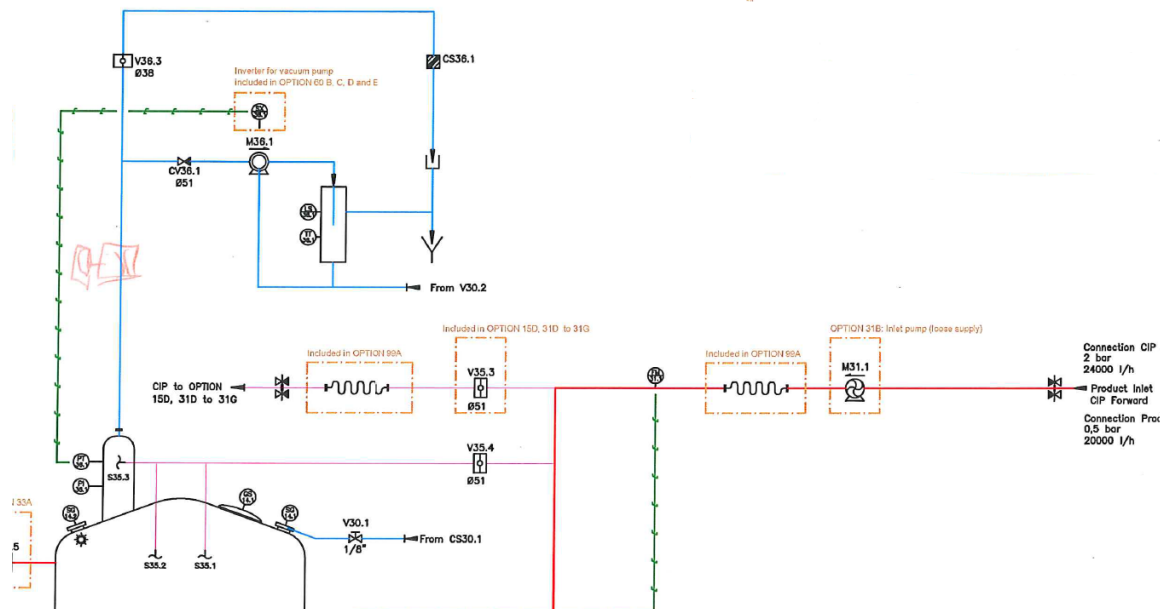
### 2.1 Vacuum Options

#### 2.1.1 Standard Option for Vacuum – non-CIPable

##### Vacuum equipment consisting of:

- Tank in vacuum execution
- Vacuum pump for 80 % vacuum, type SIHI 161 (M36.1)
- 5,5 kW motor, 3 x 400 V, 50/60 Hz (M36.1)
- Ø63,5 mm non-return valve, type Alfa Laval LKC-2 (CV36.1)
- Manometer, type WIKA -1/1,5 bar(g)
- Pressure transmitter, type WIKA 0/1,6 bar(a)
- On/off valve (equalizing valve), type Alfa Laval LKB (V36.3)
- Unit for water saving and noise reduction (non-sanitary service water)
- Temperature sensor, type Jumo
- Seal water supply
- Level switch, type E&H, liquiphant FTL20
- 1 pc. Ø2½" powder inlet with pneumatically operated SPV-05 powder valve
- Ø2" powder inlet with manually operated Alfa Laval butterfly valve. (not shown below, side mounted)
- 1 pc. 38L funnel for minor ingredients. (side mounted, manual butterfly valve included)

Vacuum level to be controlled by a frequency converter  
Frequency converter, not included

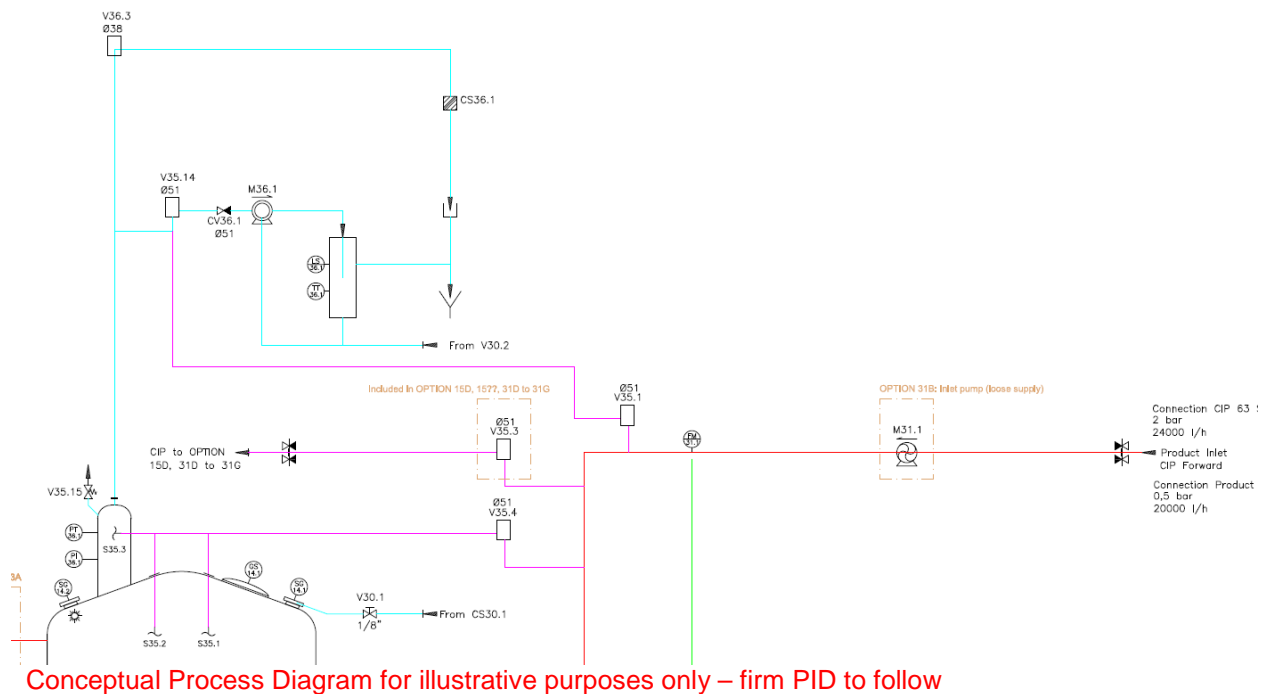


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### 2.1.2 Vacuum Option: 3A compliant and CIP-able

- CIP of vacuum dome (valve V35.4 is added to scope and associated piping)
- Dedicated CIP line to vacuum line installed (includes V35.1 and associated piping)
- Alfa Laval SSV seat valves (3A) (5 butterfly valves upgraded to seat valves)
- 3A Safety valve, fully cleanable.

Note : Option 2.1.2 would be purchased in addition to option 2.1.1 to have a fully CIP-able vacuum system



Conceptual Process Diagram for illustrative purposes only – firm PID to follow

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## 2.2 Powder Handling Options

### 2.2.1 100 L powder hopper (holds ~ 7 bags)

- Open top.
- 3A Low level switch.
- Vibrating motor 3x460V, 60Hz.

### 2.2.2 200L powder hopper (holds ~ 14 bags)

- Open top.
- 3A Low level switch.
- Vibrating motor 3x460V, 60Hz.

### 2.2.3 2000L powder hopper (holds ~ 130 bags)

- Open top.
- 3A Low level switch.
- Vibrating motor 3x460V, 60Hz.



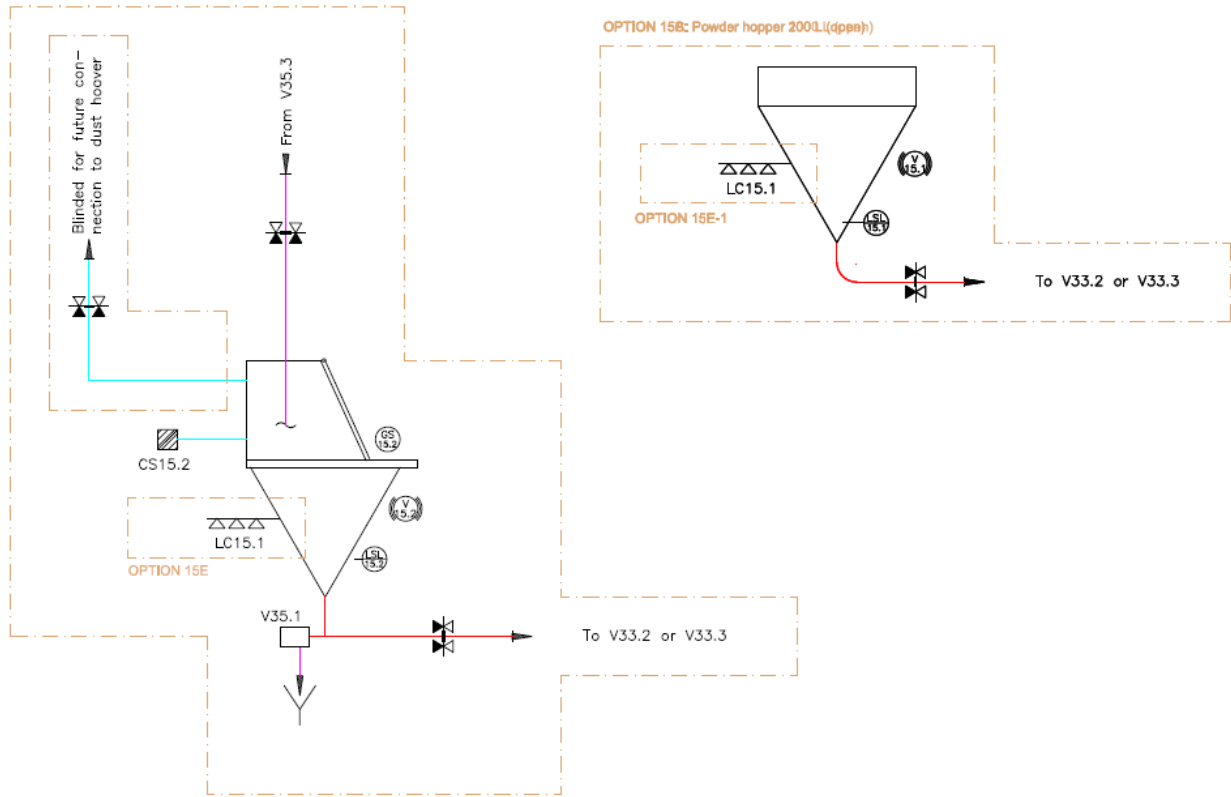
### 2.2.4 350 L powder hopper (holds ~ 24 bags):

- Closed top.
- Sack table.
- CIP.
- 3A Low level switch.
- Pneumatic operated 1½" Drain valve, Alfa Laval Butterfly valve
- Vibrating motor 3x460V, 60Hz.





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For illustrative purposes only – firm PID to follow

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**3. Price USD**

| <b>OPTION 1: TETRA ALMIX B200-800</b>                            |                     |
|--|---------------------|
| One (1) Tetra Almix B200-800 recirculation mixer (non vacuum)    | <b>\$ 70,650.00</b> |
| <hr/>  |                     |
| <b>Vacuum Options</b>  |                     |
| Standard Option for Vacuum – non-CIPable (equipment only)        | \$ 36,900.00        |
| Vacuum Option: 3A compliant and CIP-able (upgrade from standard) | \$ 25,750.00        |
| <hr/>  |                     |
| <b>Powder Handling Options</b>                                   |                     |
| 100L Powder Open Hopper (holds ~ 7 bags)                         | \$ 9,950.00         |
| 200L Powder Open Hopper (holds ~ 14 bags)                        | \$ 10,850.00        |
| 2000L Powder Open Hopper (holds ~ 130 bags)                      | \$ 21,060.00        |
| 350L Closed, CIP-able Powder Hopper (holds ~ 24 bags)            | \$ 26,360.00        |

Site supervision of installation and start-up/commissioning services are not provided as part of this proposal. The following are budget numbers for these services.

|   |                     |
|---|---------------------|
| Estimated Installation Supervision and Commissioning Services<br>(1 Persons, 6-12 days on site per unit, not including any required validation testing) | \$10,000 - \$20,000 |
|---|---------------------|

**4. Terms**

**Note:** Mechanical guarantees are only valid if commissioning is carried-out by Tetra Pak.

- The price is based on delivery F.C.A.: Port of entry.
- Freight to site will be prepaid by Seller and invoiced to Purchaser at cost.
- No Federal, State or Local taxes or permits are included in the Price(s).

**4.1 PAYMENT TERMS**

Purchaser shall pay the Price to Seller in accordance with the schedule of milestone payment events set forth below. All the specific requirements of each milestone payment

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event listed herein shall be completed by Seller before it shall be entitled to be paid the amount related to the milestone payment event with the exception of minor uncompleted items which do not prevent subsequent work from being performed or the relevant Section from being used as intended by the parties, as the case may be. Such minor uncompleted items shall be recorded and the existence thereof shall not delay the payment process, provided that Seller shall complete such outstanding items without unnecessary delay.

A) Invoices shall be presented to the Purchaser on the day of the acceptance of the Purchase Order in respect 30 % of the Price.

B) Invoices shall be presented to the Purchaser on the day of the delivery of the Articles to the Purchaser's site in respect 60 % of the Price.

C) Invoices shall be presented to the Purchaser on the day of the commissioning of the Articles at the Purchaser's site in respect 10 % of the Price, but in no event later than six (6) months after shipment of Equipment/System if delays are outside Seller's control.

All invoices shall be paid within sixty (60) days net from the date which they are received by the Purchaser, except invoice for 30% presented to the Purchaser on the Purchase order that will be paid within thirty (30) days.

## 4.2 Estimated Shipment

Based on present factory loading, **estimated shipment (from Alborg, Denmark) will be 16-18 weeks** after receipt of Purchase Order or a signed copy of this Quotation by Tetra Pak, after resolution of all technical and commercial questions, and is subject to extension due to causes beyond Tetra Pak's control and extra time required for obtaining a CRN number for the jacket. Delays in delivery, however, shall not excuse Purchaser from the obligation to accept delivery.

This Quotation shall remain firm for 30 days from the date hereof and is subject to additional terms set forth on the following pages including, without limitation, the **General Conditions of Component Sales**.

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## **5. Customer Responsibilities**

- Mechanical installation.
- Electrical installation.
- Supply and installation of utility equipment.
- Supply and installation of process piping and utility piping.
- Supply and installation of insulation of utility or process piping.
- Supply and installation of MCC and control panel.
- Any required modifications to or integration with other equipment or processing system(s).
- All other equipment and services not expressly specified in this proposal.

Note: these services are not included, but can be provided by Tetra Pak Inc. upon request.

## **6. Engineering and Service Personnel**

Excluded in the quoted price are the services of a qualified technical representative for installation supervision and commissioning. These services are available on a reimbursable basis at Tetra Pak's published rates in effect at the time of service.

## **7. Exclusions**

Mechanical installation, electrical installation, utilities installation, MCC for motors, control system and automation are not included in the proposal but can be provided for extra cost.

## General Conditions of Product Sales

### 1. Scope of Supply

Seller shall supply the items of equipment, including, if applicable, software products, as specified in the Quotation ("Equipment") and fully comply with its responsibilities as outlined in the Quotation, including these General Conditions of Product Sales, in a timely and professional manner.

### 2. Purchaser's Responsibilities

2.1 Purchaser shall, at its own cost and expense, fully comply with its responsibilities as outlined in the Quotation, including these General Conditions of Product Sales, in a timely and professional manner.

2.2 Purchaser shall provide all ancillary installations, including but not limited to electricity and utility connections, and ensure that the conditions necessary for the installation and the testing procedures of the Equipment are fulfilled, to the extent not performed by Seller according to the Quotation. Purchaser shall also assume responsibility for the delivery, quality and installation of any equipment not supplied by Seller.

2.3 Purchaser shall provide all utilities, raw materials, facilities, labor and services which are necessary for the installation and testing procedures of the Equipment, to the extent not supplied by Seller according to the Quotation. Purchaser shall always give Seller unhindered access to the site.

2.4 Purchaser shall obtain all necessary licenses, permits and approvals for the delivery, installation and testing procedures of the Equipment.

2.5 At the successful completion of each appropriate phase of the installation, completion and testing procedures, irrespective of minor deficiencies, Purchaser shall execute the certificates called for herein. Purchaser shall, if requested by Seller, execute a certificate for each relevant section when completed rather than the Equipment as a whole.

### 3. Price and Payment Terms

3.1 Purchaser shall pay Seller the purchase price of the Equipment ("Price") in accordance with the payment schedule.

3.2 The Price is exclusive of all taxes, duties and other charges or fees and any such impositions shall be paid by Purchaser.

3.3 The Price shall be put at Seller's free disposal in the country of Seller's principal place of business without any set-offs or deduction on account of counter-claims.

3.4 In the event Purchaser does not strictly comply with the terms of payment set out in the Quotation or herein, Seller may, in addition to any other remedies available to Seller, suspend all performance until Purchaser has so complied.

3.5 Title passes to Purchaser upon final payment of the Price. Until payment in full of the Price, Purchaser grants to Seller a purchase money security interest in such Equipment, parts, proceeds and accessories to secure payment of the Price and Seller may record this security interest in any location. Purchaser will not encumber the Equipment with any mortgage, lien, pledge or attachment prior to payment in full of the Price.

### 4. Delivery

4.1 Delivery terms (including freight charges) shall be in accordance with the terms specified in the Quotation. If no terms are specified, delivery of the Equipment shall be Ex Works (Incoterms 2000).

4.2 Regardless of the delivery terms specified, Seller shall retain title to the Equipment until full payment has been made.

4.3 Purchaser shall be entitled to inspect the Equipment before delivery. Purchaser shall give Seller at least fifteen (15) days notice of its desire to inspect the Equipment. Purchaser shall bear all costs and expenses of such inspection.

### 5. Completed Installation

5.1 If Seller has undertaken to carry out the mechanical installation of the Equipment and, to the extent applicable, other ancillary installations, the provisions of this clause shall apply. Otherwise this clause shall form no part of Seller's responsibilities.

5.2 As soon as Seller is of the opinion that the Equipment or any appropriate section thereof has been substantially installed and ready to perform its intended mechanical function Seller shall notify Purchaser. This notification will contain the program of such demonstration and define which section(s) Seller proposes to demonstrate.

5.3 Upon the satisfactory completion of the demonstration Purchaser shall sign a Completed Installation certificate. The appearance of any defect, which does not unduly hinder the use of the Equipment for its intended mechanical function shall not obstruct the issue of the Completed Installation certificate. Seller shall be obliged to remedy any such outstanding item without undue delay.

5.4 Seller shall not be obliged to repeat any demonstration that has already been successfully completed. Seller shall be entitled to schedule repeat demonstrations under the same terms and conditions as the first if any defect or fault appear, which prevent the signing of the Completed Installation certificate.

### 6. Commissioning Tests

6.1 If Seller has undertaken to assist in the start-up and testing of the Equipment and to demonstrate that the Equipment serves its basic intended purpose, as specified by the commissioning criteria set out in the Quotation ("Commissioning Tests"), the provisions of this clause shall apply. Otherwise this clause shall form no part of Seller's responsibilities.

6.2 Purchaser shall carry out the Commissioning Tests under the supervision of Seller and in accordance with the instructions given by Seller. Seller shall, however, not be liable for any damage or loss except for direct physical damage to the Equipment incurred as a direct consequence of Seller's negligence.

6.3 As soon as Seller is of the opinion that the Equipment or any appropriate section thereof fulfils its basic intended purpose Seller shall notify Purchaser. This notification will contain the program of the Commissioning Tests and define which section(s) Seller proposes to demonstrate.

6.4 Upon the satisfactory completion of the demonstration Purchaser shall sign a Commissioning Test certificate. The appearance of any defect, which does not unduly hinder the operation of the Equipment for its basic intended purpose shall not obstruct the issue of the Commissioning Test certificate. Seller shall be obliged to remedy any such outstanding item without undue delay.

6.5 Seller shall not be obliged to repeat any demonstration that has already been successfully completed. Seller shall be entitled to schedule repeat demonstrations under the same terms and conditions as the first if any defect or fault appear, which prevent the signing of the Commissioning Test certificate.

6.6 The use and operation of the Equipment shall be under Seller's control until the Commissioning Test certificate has been issued. If Purchaser takes control of the Equipment or takes an action, which is in conflict with Seller's decision, the Equipment will immediately be deemed as accepted by Purchaser and Purchaser shall be obliged to sign a Commissioning Test certificate.

### 7. Performance Tests

7.1 If Purchaser is the end user of the Equipment then clause 7.2 through 7.6 and clause 8.1 through 8.4 shall apply. Otherwise these clauses shall form no part of Seller's responsibilities.

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7.2 If Seller has specified certain performance criteria for the Equipment determinable by performance tests during commercial operation, or if deemed appropriate by Seller in connection with the Commissioning Tests ("Performance Tests"), the provisions of this clause shall apply. Otherwise this clause shall form no part of Seller's responsibilities.

7.3 Purchaser shall carry out the Performance Tests under the supervision of Seller and in accordance with the instructions given by Seller. Seller shall, however, not be liable for any damage or loss except for direct physical damage to the Equipment incurred as a direct consequence of Seller's negligence.

7.4 As soon as Seller is of the opinion that the Equipment or any appropriate section thereof fulfils its specified performance criteria Seller shall notify Purchaser. This notification will contain the program of the Performance Tests and define which section(s) Seller proposes to demonstrate.

7.5 Upon the satisfactory completion of the demonstration, Purchaser shall sign a Performance Test certificate.

7.6 Seller shall not be obliged to repeat any demonstration that has already been successfully completed. Seller shall be entitled to schedule repeat demonstrations under the same terms and conditions as the first if the specified performance criteria cannot be attained.

### 8. Non-fulfillment of Delivery, Installation, Commissioning and Performance Tests

8.1 Seller expects to deliver, install and commission the Equipment within a reasonable period of time after the acceptance of Seller's Quotation by Purchaser.

8.2 If Seller fails, through Seller's sole fault, to deliver, install or commission (as the case may be) the Equipment within twenty (20) weeks after the date specified in the Quotation in spite of repeated attempts and despite demonstration that Purchaser has fulfilled all its relevant obligation, Purchaser is entitled to put that section of the Equipment at the disposal of Seller against a refund of the Price attributable to such section.

8.3 If Seller fails, through Seller's sole fault, to attain the specified performance criteria within twenty (20) weeks after the date specified in the Quotation in spite of repeated attempts and despite demonstration that Purchaser has fulfilled all its relevant obligation, Purchaser is entitled to a reduction of the Price. Such reduction shall be in the same proportion as the shortfall in performance, subject to a maximum reduction of ten (10) percent of the Price attributable to such section. If actual performance is less than ninety (90) percent Purchaser may instead of the ten (10) percent price reduction put that section of the Equipment at the disposal of Seller against a refund of the Price attributable to such section.

8.4 If Seller is unable to supply the Equipment, as set forth in clauses 4-7, through the fault of Purchaser, Purchaser shall nevertheless pay Seller in accordance with the payment schedule and Seller shall, in addition to any other remedies available to Seller, be entitled to compensation for any additional costs incurred by Seller as a result thereof.

### 9. Equipment Warranty

9.1 Seller warrants that the Equipment shall be free from defects in material and workmanship for the duration of the Warranty Period. The "Warranty Period" shall be for a period of one year after the end of the Commissioning Tests or eighteen (18) months from delivery of the Equipment, whichever occurs first. When a defect in a part of the Equipment has been remedied, the "Warranty Period" for that part shall be for a period of one (1) year but no longer than two (2) years from the delivery of the original Equipment.

9.2 Seller shall, at its option, repair, modify, replace or refund the portion of the Price attributable to any part of the Equipment found to be defective during the Warranty Period specified above. Purchaser must notify Seller in writing of the claimed defect promptly after the appearance thereof. The notice shall contain a description of the defect.

9.3 Seller is obliged to carry out dismantling and re-installation of the affected part of the Equipment if this is necessary and requires special knowledge. If such special knowledge is not required, Seller has fulfilled its obligations in respect of the defect when a duly repaired or replaced part has been delivered to Purchaser. Purchaser shall arrange for any dismantling and reassembling of equipment not supplied by Seller to the extent that this is necessary to remedy the defect. Purchaser shall bear any additional costs, which Seller incurs for repair, dismantling, installation and transport as a result of the Equipment being located in a place other than the site, as set out in the Quotation.

9.4 Seller shall have no responsibility for defects in the Equipment to the extent caused by (i) ordinary wear and tear, (ii) use other than as stated in the Quotation, misuse, abuse, or improper storage, installation, maintenance, operation or repairs by Purchaser or by persons not under the supervision of Seller and (iii) materials provided by or use of a design stipulated or specified by Purchaser.

9.5 If and to the extent that Purchaser will enter into separate license agreement with third parties regarding software products supplied and/or developed by these third parties, Seller shall have no responsibility to remedy defects in the software products covered by such separate license agreement.

### 10. Additional Warranties

10.1 The Equipment will conform with applicable laws in the country and/or state where the site is located and with the standards specified in the Quotation, when operated in accordance with the intended purpose as well as in compliance with Seller's manuals and instructions. However, in the event of any enactment of or change in any law or regulation after the date of the Quotation which affects the costs and expenses of Seller and/or the delivery schedule, the Price shall be correspondingly increased or decreased and/or the delivery schedule shall be reasonably adjusted.

10.2 The Equipment will not infringe any patent, copyright, trade secrets or other proprietary rights of any third party, when operated in accordance with the intended purpose. However, Seller is not responsible for such infringement if and to the extent caused by any use of the Equipment in association or combination with any equipment not supplied by Seller.

10.3 The Equipment will be free from liens or encumbrances except for Seller's retention of title.

10.4 Purchaser shall give Seller notice in writing promptly if any circumstances arise which are reasonably likely to result in a claim under the additional warranties appearing under this clause 10. Purchaser shall further give Seller the opportunity to remedy or resolve any breach and Seller shall use reasonable efforts to effect such remedies. Seller reserves the right to control any litigation that may arise therefrom. In the event Purchaser is permanently unable to use any portion of the Equipment or that Purchaser's operation thereof is unreasonably restricted, Purchaser shall have the right to return such affected portion of the Equipment against a full refund of the portion of the Price attributable thereto.

### 11. Product Liability

11.1 In no event will Seller be liable for damage to or loss of raw materials or final products.

11.2 Purchaser shall promptly give Seller notice in writing if any circumstances arise which are reasonably likely to result in a claim against Seller. Seller reserves the right to control any litigation that may arise therefrom.

11.3 The responsibility and liability for damage to or loss of the Equipment shall be determined in accordance with clause 4, 6, 7 and 9.

### 12. Variation Orders

Purchaser may request variations to the scope of Seller's obligations. Seller shall have no obligation to accept such variation until both Seller and Purchaser have executed a variation order form.

### 13. Technical Data etc

All drawings, technical data, commercial information and the like shall remain the property of the submitting party. Such information shall not, without the consent of the other party, be used for any other purpose than that, for which they were provided or otherwise be used, copied or communicated to a

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third party. This clause 13 shall not apply to data and information shown to be in the public domain or lawfully brought to one party's knowledge by third parties.

### 14. Software

14.1 To the extent the Equipment contains software products, Seller grants to Purchaser a non-exclusive license to use such software products for the intended operation of the Equipment. In respect of software products developed and/or supplied to Seller by third parties Purchaser's right of use shall be limited to the extent that may follow from separate license agreements between Purchaser and such third parties. Unless otherwise specified in the Quotation or in separate license agreement, Purchaser's license to use the software products shall be royalty-free.

14.2 Seller shall not be obliged to distribute future updates and upgrades of the software products unless specified in the Quotation.

14.3 Seller shall not be obliged to provide Purchaser with the source code for the software products. Purchaser shall not be entitled to download, reverse engineer or compile software products and shall only be allowed to make copies of the software products for backup purposes. Purchaser shall treat the software products and any documentation relating to such software products in the same manner as drawings and technical data and the like belonging to Seller, as set forth above in clause 13.

14.4 If Purchaser makes changes to any software products forming part of the Equipment without Seller's consent, Seller may void any warranty affected thereby.

### 15. Insurance

15.1 Until final payment has been made, Purchaser shall insure all Equipment for which it has risk of loss against loss, damage or destruction by theft, fire, or other casualty for the full replacement value of the Equipment. Purchaser shall further maintain adequate liability insurance covering any physical damage to property and personal injury for which Seller is not responsible.

15.2 Seller shall maintain adequate liability insurance covering any physical damage to property (other than raw materials or final products) and personal injury for which Seller is responsible.

### 16. Limited liability and Indemnification

16.1 Purchaser's sole and exclusive remedies for breach of this agreement, delays in delivery and installation of the Equipment, defective Equipment and failure to meet any commissioning and/or performance Criteria are as stated in this Quotation. It is further acknowledged that Seller guarantees only such parameters that are specified as commissioning and/or performance criteria in the Quotation. All other figures, design criteria, technical descriptions and other information are illustrative only.

16.2 Seller shall not be liable for any indirect, special, consequential or incidental damages including (but not limited to) loss of profit, loss of use, loss of production or loss of or damage to raw materials or final products, whether claimed in contract, tort (including negligence) under statute or otherwise.

16.3 Seller's liability for any failure of performance or other breach of the agreement of sale or of any warranty hereunder will not exceed the price paid by Purchaser, and Purchaser hereby waives and releases any claims against Seller in excess of such amount.

16.4 Other than as specified in the Quotation, Purchaser shall indemnify and hold Seller harmless from any damage, loss or cost due to claims from any third party.

### 17. Force Majeure

17.1 A party may suspend performance of its obligations to the extent that such performance is delayed, impeded or prevented by unforeseeable circumstances beyond its reasonable control. A party claiming to be entitled so to suspend performance shall give written notice promptly to the other party specifying the nature and expected duration of the relevant circumstances.

17.2 A party suspended from its obligations by reason of such circumstances must take all reasonable steps to mitigate their length and effect. Promptly after the termination of such circumstances, the party suspended from its obligations shall forthwith notify the other party in writing.

17.3 If such circumstances shall continue for more than six (6) months, either party may terminate all such non-performed obligations, which are subject to suspension upon written notice to the other party.

### 18. Miscellaneous

18.1 Neither party shall assign any benefit or obligation hereunder without the prior written consent of the other party. However, Seller may assign the benefits and/or obligations hereunder to an affiliated or associated company within the Tetra Laval group without the prior consent of Purchaser, provided, that Seller shall remain responsible for the proper fulfillment of all of its duties as agreed.

18.2 The action or failure to act by Seller or Purchaser to enforce any one or all of the rights granted to either party shall not act as a waiver of that right nor be deemed to constitute acceptance of a breach of any of the provisions of the applicable document.

18.3 If there are any opposing or contradictory conditions or terms in any documents forming part of the Quotation, the specific term or condition shall be given precedence over the general.

18.4 The provisions of these General Conditions of Product Sales and the other documents forming part of Seller's Quotation constitute the entire agreement of the parties and supersede all prior or simultaneous statements, promises, negotiations or the like. Consequently, no other terms and conditions, including without limitation any terms and conditions referred to by Purchaser, shall apply.

18.5 No change to or alteration of any document forming part of the Quotation may be made without the written agreement of both parties.

18.6 Unless otherwise agreed in writing, the Quotation shall remain open and valid for a period of ninety (90) days after the date thereof, and shall thereafter become null and void if not extended by Seller in writing.

### 19. Disputes

The agreement between Seller and Purchaser shall be governed by the laws of the state of Illinois. The state and federal courts of Illinois shall have exclusive jurisdiction over any disputes arising out of the agreement.