

CRAFT KETTLE BREWING EQUIPMENT TERMS AND CONDITIONS OF SALE

1. Governing Terms. These Terms and Conditions of Sale (“Terms”) apply to and govern the sale by Craft Kettle Brewing Equipment, LLC (“Craft Kettle”) of all products (“Products”) that Craft Kettle agrees to sell to Buyer and the performance by Craft Kettle of all services (“Services”) that Craft Kettle agrees to furnish to Buyer, except as otherwise stated in Craft Kettle’s Sales Order or as otherwise agreed in a written agreement signed by an officer of Craft Kettle. Craft Kettle offers to sell Products and/or Services solely pursuant to these Terms and any acceptance is expressly limited to these Terms. Any additional or different terms proposed by Buyer in any offer, acceptance, confirmation, or other document are rejected by Craft Kettle and do not bind the parties.

2. Acceptance & Order Commencement. All Request For Proposal Responses (“Proposals” or “RFP Responses”) are for informational purposes only, and Craft Kettle reserves the right to modify the Proposal at any time. Craft Kettle’s obligations under any Sales Order are not finalized until Craft Kettle receives all of the following from Buyer: (1) a signed Sales Order, (2) 30% deposit, and (3) signed drawing approval.

3. Price Terms. The prices for Products and Services are those contained in Craft Kettle’s Sales Order or, if there is no Sales Order, in Craft Kettle’s Proposal or price list. All prices are EXW Contract Destination as defined by and interpreted under the International Chamber of Commerce (ICC) 2010. The Contract Destination for the brewhouse is the Craft Kettle facility at 1652 Religious St New Orleans, LA 70130. The Contract Destination for all other tanks, including but not limited to all cellar and liquor tanks with an SKU prefix starting in “FV-”, “OTFV-”, “LG-”, and “BT-”, is Guangzhou, CN. The Contract Destination for all Products not manufactured by Craft Kettle, including but not limited to boilers and boiler parts, glycol chillers and chiller parts, and grain milling and handling equipment, is the place of manufacture. Unless the parties otherwise agree in writing, the prices for the Products and Services do not include any taxes, customs duties, brokerage fees, or costs of freight, shipping, packaging, labeling, storage or insurance, which will be paid by Buyer in addition to the prices for Products and Services. Buyer is responsible for all loading and/or unloading activities at Buyer’s facility and for any charges or liability that may arise from such activity. Any discount shown on the proposal is only applicable if Buyer purchases all Products on the proposal.

4. Payment. If a Sales Order does not specify different payment terms, standard payment terms: (1) for all non-stock Product orders, are 30% deposit at the time a purchase order is placed, 20% payment after 60 days, and all remaining payments prior to shipment; and, (2) for all stock Product orders, are full payment before delivery. All Proposals and Sales Orders are contingent upon Buyer’s credit approval. At the request of Craft Kettle, Buyer will provide financial information for Craft Kettle to assess the credit risk of Buyer. Craft Kettle, at any time,

may change or withdraw Buyer’s credit or impose security or other arrangements to secure Buyer’s payment. Any amount past due will incur a finance charge of 1.5% per month (18% Per Annum) but in no event in excess of the maximum amount allowed by law. If payments are to be made over a specified period of time as agreed to in writing by the parties, interest shall accrue on the unpaid principal balance at the rate of 1.5% per month (18% Per Annum) until paid in full but in no event in excess of the maximum amount allowed by law. Craft Kettle shall have the right, under its sole discretion, to apply any payment received from Buyer as it deems fit, whether it be to service charges, shipping charges, attorney’s fees and costs or any other applicable charges in any order before having to apply such payment to any principal amount owed. If Craft Kettle has to retain an attorney or collection agency to collect amounts due for any materials, equipment or services provided to Buyer, Buyer shall pay all collection costs and reasonable attorney’s fees incurred by Craft Kettle, whether or not suit is brought.

5. Security Interest. Until payment is made in full on all Products invoiced or on order with Craft Kettle, Buyer agrees that Craft Kettle retains a first priority security interest in the Products purchased and authorizes Craft Kettle to take any and all action necessary to perfect such security interest and shall cooperate with Craft Kettle to perfect such security interest, including, but not limited to, signing any documentation reasonably necessary to perfect such security interest. In the event Buyer fails to pay any amount due and owing to Craft Kettle, Buyer consents to and shall agree to the removal of the Products from Buyer’s place of business or wherever the materials or equipment may be located. If a third-party has possession of the materials or equipment, Buyer agrees to cooperate with any attempts by Craft Kettle to regain possession of the materials or equipment. In the event Craft Kettle takes possession of the materials or equipment as a result of the Buyer’s default, Buyer shall still be liable for the amount due and owing to Craft Kettle.

6. Delivery, Installation, Training, & Maintenance. Buyer’s facility must be prepared prior to equipment arrival. Products may be delivered in multiple shipments at various times throughout the timeline of a project. Unless otherwise indicated, the Products will be delivered in an enclosed truck or trailer or in an enclosed container. Buyer is responsible for any damage that may occur to the equipment and/or the delivery truck or container during the unloading process. Unless otherwise provided in the Sales Order, Buyer is responsible for receiving, inspecting, testing, storing, installing, starting up, and maintaining all Products. Unless specifically contracted in the Sale Order, Craft Kettle personnel are not permitted to install plumbing, electrical, boiler, steam lines, CO2 or compressed air runs, or the glycol system. A licensed plumber and electrician must be available during setup, and installation and startup of Products must be completed by a thoroughly

trained and experienced technician. Improper installation or startup procedures may result in damage to personnel, equipment, or facilities. The vibration that occurs during shipping may loosen some of the electrical connections such as those at the circuit breakers, motors, motor starters, pumps, contactors, and heating elements. All electrical connections should be thoroughly tightened prior to start up. Failure to tighten loose connections may result in excessive heat build upon the electrical components resulting in damage to the components, equipment, or facility. Craft Kettle expressly disclaims any damages or losses of any kind resulting from loose electrical connections. Craft Kettle expressly disclaims any liability for any costs or expenses incurred due to freight delays or any other reason, except those explicitly listed in the proposal.

7. Inspection; Rejection. Craft Kettle will afford Buyer's representatives access, upon reasonable advance notice, during working hours to Craft Kettle's plants to review the production and testing of the Products. If Buyer cannot schedule a visit during Craft Kettle's standard live testing procedures, Products will only be inspected in a non-operational, static mode. At all times while Buyer's representatives are present at a Craft Kettle plant, such representatives shall comply with all rules and regulations in effect at the plant. If Buyer fails to inspect the Products prior to shipment, Buyer will be deemed to have waived inspection and to have unequivocally accepted the Products. Once the Products are delivered to Buyer, the sale shall be deemed final and conclusive.

8. Limited Warranty. Craft Kettle agrees to correct any material defect discovered within twenty-four (24) months of the date of manufacture by repair or replacement of the nonconforming Products so long as Buyer issues notice to Craft Kettle of the defect (a "Notice of Defect") within seven (7) days of discovery thereof. Upon receiving a Notice of Defect, Craft Kettle will promptly repair or replace the non-conforming Products, unless in the reasonable opinion of Craft Kettle the Products are defective to the extent that it is not technically or economically feasible to repair or replace the non-conforming Products, in which case Craft Kettle will refund all amounts paid by Buyer to Craft Kettle with respect to the non-conforming Products. CRAFT KETTLE EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE MATERIALS OR EQUIPMENT DELIVERED TO BUYER UNLESS OTHERWISE AGREED TO IN WRITING. FURTHER, CRAFT KETTLE SHALL HAVE NO WARRANTY OBLIGATIONS WITH RESPECT TO DEFECTS ATTRIBUTABLE TO: (I) NORMAL WEAR AND TEAR, (II) ANY DAMAGE TO THE PRODUCTS NOT CAUSED BY CRAFT KETTLE, (III) THE IMPROPER INSTALLATION, ERECTION, REPAIR, OR MAINTENANCE OF THE PRODUCTS, OR (IV) THE FAILURE TO STORE THE PRODUCTS IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY PRACTICE OR SPECIFIED PROCEDURES OR SPECIFICATIONS. Buyer assumes all risk and liability of the use of any materials or equipment purchased from Craft Kettle. Any materials or equipment not manufactured by Craft Kettle, are

only warranted in so much as warranted by the manufacturer or distributor of such materials or equipment and in no event shall any warranty period be greater than twenty-four (24) months from the date of delivery. Otherwise, all such Products are sold on an "AS IS" basis. CRAFT KETTLE ASSUMES NO LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES arising out of or related to the defective materials or equipment. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, CRAFT KETTLE'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER A SALES ORDER SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT SUM. All costs of dismantling, reinstallation, freight, and the time and expense of Craft Kettle's personnel and representatives for site travel and diagnosis under this warranty shall be borne by Buyer accepted in writing by Craft Kettle.

9. Acknowledgment. Buyer acknowledges that Craft Kettle has set its prices and fees, and has agreed to sell Products and Services to Buyer, in reliance on the limitations of liability, disclaimer of warranties, and exclusive remedies set forth in these Terms, and that such provisions form an essential basis of the bargain between the parties, without which Craft Kettle would not have agreed to sell Products and Services to Buyer.

10. Cancellation and Returns. Buyer may not cancel or change an order for Products or Services, except upon the written consent of Craft Kettle and the payment to Craft Kettle of (a) for non-customized Products, a 25% restocking fee; and (b) for customized Products, the reimbursement to Craft Kettle for all work-in-process, materials, subcontractor costs, vendor costs, internal labor costs, and any other costs of Craft Kettle associated with the cancelled or changed order, including lost profits and any other consequential and other damages incurred by Craft Kettle as a result of such cancellation or change. All Payments are due within ten (10) days of cancellation and thereafter shall accrue a finance charge at the same rate as an unpaid invoice.

11. Software. To the extent any Products or Services contain any software, the following terms apply: (a) Craft Kettle or Craft Kettle's licensor retains full ownership, including all patents, copyrights, trade secrets, trademarks and other intellectual property rights, in such software; (b) Craft Kettle grants to Buyer a non-exclusive, nontransferable, non-sublicensable, limited license to (i) use internally such software solely in connection with a Product, and (ii) distribute such software that is embedded in a Product (in machine code only) solely as programmed in the Product. Buyer will not engage in unauthorized use or disclosure of software, including any reverse engineering, disassembling, decompiling, copying, modifying, selling or otherwise exploiting the software.

12. Intellectual Property. All products, designs, devices, software, firmware, documents, data, processes, methods and other items that are designed, developed or produced by Craft Kettle in connection with any Products or Services are the sole

property of Craft Kettle and are not “works made for hire” or “commissioned works.” Craft Kettle retains all patents, copyrights, trade secrets, and other intellectual property rights with respect to any design, process, manufacturing and other technologies used in or resulting from the development or production of Products or

13. Product Drawings. Any drawings or pictures shown in advertisements, marketing materials, or financial documents are only a representation of the Product and may not fully reflect the actual proposed Product. FACILITY LAYOUT DRAWINGS PROVIDED BY CRAFT KETTLE ARE FOR RECOMMENDED LAYOUTS OF EQUIPMENT AND CONNECTIONS ONLY AND ARE BASED UPON BUILDING DESCRIPTIONS, MEASUREMENTS, AND INFORMATION PROVIDED TO CRAFT KETTLE BY BUYER. THE BUILDING DESCRIPTIONS, MEASUREMENTS, AND INFORMATION HAVE NOT BEEN VERIFIED BY CRAFT KETTLE. THE SUITABILITY OF ALL FINAL POSITIONS AND CONNECTIONS ARE THE RESPONSIBILITY OF THE BUYER AND SHOULD BE APPROVED BY THE BUYER’S CONTRACTOR TO MEET ALL RELEVANT LEGAL CODES AND BEST PRACTICES. CRAFT KETTLE EXPRESSLY DISCLAIMS SPECIFIC KNOWLEDGE OF BUYER’S BUILDING CHARACTERISTICS FOR SUPPORTING WEIGHT BEARING LOAD REQUIREMENTS OF THE EQUIPMENT, AND THE DRAWINGS PROVIDED MAKE NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE LOCATION FOR THE WEIGHT BEARING LOADS CREATED BY THE EQUIPMENT OR THE PRODUCTS USED, PRODUCED, OR STORED BY THE EQUIPMENT.

14. Confidential Information. Buyer acknowledges that Craft Kettle owns Confidential Information. “Confidential Information” means all information and other data and knowledge, whether factual, interpretative, or otherwise, associated with or related to any or all of Craft Kettle, its affiliates, and their respective businesses, in any form, whether oral, written, machine-readable, or otherwise, and whenever and howsoever obtained by Buyer, but shall not include any information which the Buyer can show: (1) was, at the time of its disclosure by Craft Kettle to Buyer, already in the public domain; (2) entered the public domain after its disclosure by Craft Kettle to Buyer other than as a result of disclosure by Buyer in violation of these Terms or any of its past or present directors, officers, or employees or past or present consultants, advisors, or contractors; (3) was lawfully in Buyer’s possession at the time of its disclosure by Craft Kettle to Buyer and was not acquired by Buyer: (a) on a confidential basis, or (b) to Buyer’s knowledge, after reasonable inquiry, as a result of a breach by a third party of any obligation of confidence upon that third party; or (4) was lawfully received by Buyer from a third party after disclosure to Buyer by Craft Kettle, and the Buyer received the information from that third party other than: (a) on a confidential basis, or (b) to Buyer’s knowledge, after reasonable inquiry, as a result of a breach by the third party of any obligation of confidence upon that third party.

15. Obligation of Confidentiality. Buyer shall preserve as strictly confidential and private the Confidential Information,

and shall not disclose or reveal, or allow to be disclosed or revealed, the Confidential Information, in any manner, directly or indirectly, to any third party except as expressly permitted by Craft Kettle in writing.

16. Reverse Engineering. Buyer will not reverse engineer or assist any other party with reverse engineering Craft Kettle’s Products, including but not limited to, any Products purchased from Craft Kettle, on loan from Craft Kettle, or any other equipment designed and/or built by Craft Kettle. Buyer will notify Craft Kettle of any other party having reverse engineered, attempted to reverse-engineer, or attempting to reverse-engineer Craft Kettle’s Products within twenty-four (24) hours of becoming aware of such activity.

17. Buyer’s Responsibility to Pay and Take Delivery. Buyer is responsible for paying for and taking delivery of Products within fifteen (15) days of the completion of manufacturing. If Buyer fails to pay or postpones or delays delivery for any reason, Buyer shall accrue a finance charge at the same rate as an unpaid invoice and shall accrue storage charges at not less than \$0.15 per square foot per day of storage. Craft Kettle will not be liable for any delay in performance or any delay in shipment or delivery of Products except as expressly provided in the Sales Order.

18. Craft Kettle’s Right to Hold Production and to Resell Undelivered Products. If Buyer fails to pay any invoice as it becomes due, Craft Kettle shall have the right to hold production, to offer for resale, or to resell any Products on the unpaid invoice or on any open Sales Order with Buyer with or without notice to Buyer. The net proceeds of any such resale shall be credited to Buyer, except in relation to any deposit amounts made, which are non-refundable. Payment of an invoice or judgment shall entitle Buyer to any Products not resold. Resold Products will only be manufactured again after full payment of the entire open amounts on any open Sales Order.

19. Indemnity. Buyer shall defend, protect, indemnify, and hold harmless any or all of Craft Kettle, its parents and affiliates, and their respective directors, officers, and employees (collectively, the “Seller Indemnified Parties” and individually, a “Seller Indemnified Party”), for, from, and against any and all losses, including, without limitation, third party claims, to the extent arising out of, caused by, relating to, resulting from, or in connection with the negligence, willful misconduct, errors, or omissions of Buyer or its employees relating to, resulting from, or in connection with the performance or non-performance of the contract documents. Buyer’s indemnification obligations will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Person.

20. Breach. Any one of the following acts by Buyer will be a material breach of these Terms by Buyer: (a) Buyer fails to pay

for any Products or Services when due; (b) Buyer fails to accept conforming Products or Services; (c) the filing of a voluntary or involuntary petition in bankruptcy against Buyer, Buyer's insolvency, or an assignment for the benefit of creditors of Buyer; or (d) Buyer's failure to provide adequate assurance of performance within ten (10) days after a justified demand by Craft Kettle. In the event of a breach, Craft Kettle, in addition to all other rights or remedies hereunder or at law or in equity and without liability to Buyer, may terminate its obligations by written notice to Buyer. Buyer will pay all costs, including reasonable attorneys' fees, incurred by Craft Kettle as a result of Buyer's breach.

21. Commercial Purposes; Representations. Buyer represents that any purchases made from Craft Kettle are made for business or commercial purposes and are not for any personal, family or household purpose. Buyer further represents and warrants that any representations made to Craft Kettle regarding Buyer's financial condition, its status as a valid business entity or otherwise, are true and correct to the best of Buyer's knowledge.

22. Legal Compliance. Buyer will comply with all applicable laws, regulations and administrative rules governing the purchase and sale of Products, including export and import laws.

23. Assignment. Buyer may not assign any of its rights or delegate any of its obligations under these Terms, whether voluntarily, by operation of law or otherwise, without Craft Kettle's prior written consent, and any purported assignment or delegation without consent will be null and void. In the event Buyer is a corporation or other legal entity, a prohibited assignment will be deemed to have occurred upon the transfer of a majority of shares or other ownership interests in Buyer, whether such transfer takes place in one transfer or successive transfers over time. Craft Kettle may assign its rights and/or delegate its obligations under these Terms upon written notice to Buyer. Subject to the foregoing, these Terms will bind each party and its respective successors and permitted assigns.

24. Force Majeure. Seller shall not be liable for performance delays nor for non-performance due to causes beyond its reasonable control, such as war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action, including but not limited to increases in tariffs, whether foreseeable or not, on materials and products in excess of three percent after contracting.

25. Waiver. Craft Kettle's waiver of any right it may have or any default by Buyer will not be a continuing waiver of such right or default or a waiver of any other right Craft Kettle may have under these Terms. No waiver by Craft Kettle will be effective except pursuant to a writing signed by Craft Kettle.

26. Governing Language. These Terms and all documentation, including but not limited to manuals, user guides, instructions, warning labels, and technical drawings will be written in the English language and the Parties agree that the English version will govern.

27. Governing Law; Venue. The laws of Louisiana will govern the validity, performance, and construction of these Terms and any disputes arising from or relating to these Terms or the transactions contemplated hereunder. All disputes will be subject to the exclusive jurisdiction of the state or federal courts in Orleans Parish, Louisiana, and Buyer consents to the personal and exclusive jurisdiction and venue of these courts. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

28. Entire Agreement; Amendment. These Terms constitute the entire agreement between Buyer and Craft Kettle with regard to the Products or Services and expressly supersede and replace any prior or contemporaneous agreements relating thereto. These Terms may not be superseded, canceled, or amended except in a writing signed by each party. No other act, course of dealing, course of performance or usage of trade will supersede, cancel, modify or amend these Terms. If any provision of these Terms is determined to be invalid or unenforceable, such provision will be enforced to the extent possible and the remaining provisions will remain in full force and effect.

29. Electronic Signature. These Terms may be completed and returned to Craft Kettle by electronic transmission, including, but not limited to, facsimile or email transmission. Electronic transmission of this Proposal to Craft Kettle shall constitute a "signed" or "executed" agreement by the parties.