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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
HOBART SERVICE, ITW FOOD EQUIPMENT GROUP, LLC**

THIS CONTRACT is made effective the 1st day of **May, 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **HOBART SERVICE, ITW FOOD EQUIPMENT GROUP, LLC**, with a mailing address of 701 South Ridge Avenue, Troy, Ohio 45374, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the Gloucester County Animal Shelter seeks Hobart Care 24/7 Unlimited Service for dishwashers at the shelter; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from May 1, 2024 to April 30, 2025.
2. **COMPENSATION.** The County agrees to pay a total amount of \$2,981.00, pursuant to the Contractor's Hobart Service Agreement, dated March 11, 2024, and identified as Attachment A.

The Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized and include a detailed description of all services. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Contractor's Hobart Service Agreement, and identified as Attachment A.

The Contractor agrees that it has or will comply with, and where applicable should continue throughout the period of this contract to comply with, all of the requirements of the bid

documents.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the County specifications, which are specifically referred to and incorporated herein by reference.

B. If the Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by the Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable and documented counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained to the extent directly resulting from the Contractor's performance under this contract which results from any negligent acts or willful misconduct, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from the Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. Neither party will be liable for indirect, incidental, special, punitive or consequential damages, down time, lost profits or commercial losses, whether or not based upon a party's negligence or breach of warranty or strict liability in tort or any other cause of action. In no event will any party's liability exceed three times the value of goods and services provided under this agreement.

10. **INSURANCE.** The Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. The Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If the Contractor is a member of a profession that is subject to suit for professional malpractice, then the Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. The Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should the Contractor either refuse or neglect to perform the service that the Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** The Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by the Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that the Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** The Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This contract shall consist of this document and Attachment A. If there is a conflict between this Contract and Attachment A, then this Contract shall control.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

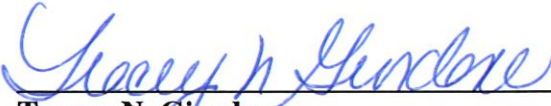
THIS CONTRACT is dated this 1st day of May, 2024.

ATTEST:



Kimberly Larter,
Qualified Purchasing Agent

COUNTY OF GLOUCESTER



Tracey N. Giordano,
Treasurer/CFO

ATTEST:

HOBART SERVICE, ITW FOOD
EQUIPMENT GROUP, LLC

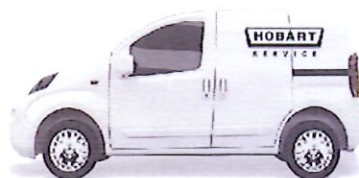


Name:
Title: Contract Admin

ATTACHMENT A



Hobart Service Agreement



888-4HOBART | hobartservice.com



HOBART SERVICE AGREEMENT

Hobart's performance of the Services as set forth in this Service Contract are expressly limited to and are conditioned upon the Terms and Conditions contained herein (the "Terms"). Any additional or different terms proposed by Customer are hereby rejected (including sign-in logs, online click-through or pop-up agreements, or standard or pre-printed terms or conditions). Commencement of work by Hobart or Customer's signature hereto constitutes customer's acceptance of the Terms.

Customer Information

Customer Address: _____ Billing Address (if different): _____
Name: GLOUCESTER CO ANIMAL SHELTER PO#: _____
Address: 1200 N Delsea Dr Gloucester Co Animal Shelter Tax Exempt: Yes
City, St, Zip: Clayton, NJ 08312-1000 PO Bopx 337 Note: Please include a copy of the
Legal Name: Woodbury, NJ 08096-7337 tax exemption certificate.
Email: 856-881-2828

Package Purchased and Contract Dates

Package(s) Purchased: _____ Date of Contract(s): _____
Hobart Care Labor Only No Hobart Prosurance No Effective Date of Service Contract: 5/1/2024
Hobart Assurance Labor Only No Hobart MI No End Date of Service Contract: 4/30/2025
Hobart Care Yes Note: Refer to Service Product Agreement for unit
Hobart Assurance No Hobart PM No specific contract dates.

Agreement Summary

Unlimited Call Plan

The Unlimited Call plan offers an unlimited number of service calls for the covered units under contract. Any service calls made outside the coverage hours or scope of coverage (such as uncovered equipment, abuse, etc.) will be chargeable at Hobart's standard Time & Material rates in effect at the time such service call is made. Pricing is based on the age of the unit, Service Product type and Optional Features selected.

Payment Option Selection

Annual ☒ Quarterly ☐
Semi-Annual ☐ Monthly ☐

Final Summary

Contract & Equipment Subtotal: \$ 2,981.00 Est. Annual Rate: \$2,981.00
Billing Admin Fee \$ - Automatic Renewal: No
Agreement Total: \$ 2,981.00 (excludes tax) MI SOW Required: No

Note 1: Subject to certain exclusions and limitations as set forth in the Terms. Equipment subject to the list on service products agreement.

Note 2: If elected for Agreement to automatically renew, prices for renewal term(s) will change in accordance with Section 3 of the T&Cs attached hereto. Pricing may vary based on the additional features stated on the Agreement. For all annual Service fees, if applicable, the following Contract Billing Processing Fee shall apply to the payment plan selected by Customer: (i) Annual Payment: \$0 per invoice; (ii) Semi-Annual Payment: \$3 per invoice; (iii) Quarterly Payment: \$4 per invoice; and (iv) Monthly Payment: \$5 per invoice. For Service Contracts under \$1000; Customers are required to pay in full via the Annual Payment plan.

Agreement Acceptance

Sold By: Lori Lacey, Hobart Service, Lori.lacey@hobartservice.com, 937-332-2787 Date: 3/11/2024

Customer Acceptance:

Name: Kim Lacey Title: QPA Date: 4/10/24

Hobart Service, ITW Food Equipment Group, LLC

Name: [Signature] Title: Contract Admin Date: 4-10-24

One Call. Total Confidence.



March 11, 2024

April 10, 2024

Special Notes:

Hobart CARE 24 x 7(parts, labor, and travel) Emergency response 24 hrs /non emergency response up to 3 business days///contract ID 259538-006

Details:	
Asset Tagging:	0 Locations, 0 Units
Billing Option:	Annual (\$0 / Invoice)

**Tax not included*

Commercial Terms - Hobart Care 24/7 UNLIMITED

For any equipment with the coverage type of "Hobart Care 24/7 Unlimited," the following terms shall apply. Capitalized terms not defined in this Section are defined in the Hobart Service & Installation Terms and Conditions listed in this Service Agreement, and such definitions shall apply.

Services Included in Hobart Care 24/7 UNLIMITED:

1. **Services.** During the Term, Hobart will perform repair services on the listed equipment Monday through Sunday, 24-hours day (provided that service in response to any Non-Emergency Call will only be performed Monday through Friday (excluding holidays), 8am – 5pm local time), based on Calls received from Customer, in accordance with the Call types and response times specified below. All labor and parts (including shipping) necessary for such repair services (except as otherwise provided herein) are included. Unlimited number of Calls per Term.

2. **Response Time Levels by Call type as provided**

o **Emergency Call** : Upon receipt of an Emergency Call, Hobart will respond within thirty (30) minutes and dispatch a Hobart technician to arrive on Site within twenty four (24) hours.

o **Non-Emergency Call** : Upon receipt of a Non-Emergency Call, Hobart will respond within thirty (30) minutes and dispatch a Hobart technician to arrive on Site within three (3) business days.

o Hobart will target to achieve 80% compliance to these Response Times in the aggregate throughout the Term.

Excluded Service: The following are not included in this Service Contract and Hobart shall have no obligation to provide. Should Customer request and Hobart choose to provide such services (or, with respect to "Erroneous Calls" described below, automatically upon Hobart completing such Call), Customer shall pay Hobart based on Hobart's standard Time and Material Rates in effect at the time of such Call for all labor and Parts (including travel time) provided during such Call:

1. **Expedited Parts** . All Parts not available on the applicable Hobart truck will ship from Hobart's warehouse with standard shipping (typically 3-5 business days until Customer receives such Part, though any shipping delays beyond that are not Hobart's responsibility).

2. **Expendable Parts.** The following Expendable Parts are available at Hobart's standard material rates for such Parts (and, for the avoidance of doubt, are not included in the Services): (i) plastic flight links, curtains, blades, slicer knives, sharpening devices, pulley wipes, shredder plates, fryer baskets, customer removable seals, door gaskets; (ii) consumable components or ordinary wear items including but not limited to; rinse arm strainers, final rinse nozzles, filters (including water filters), wash arm end caps, lower arm bushing, rollers, retaining rings, wash arm plugs, dish-limit rubber bumper, lamps, dish racks. Labor necessary to install any Expendable Parts purchased by Customer from Hobart hereunder is included, however.

3. **Maintenance Inspections** . Call that identifies potential service problems on a unit prior to occurrence.

4. **Accidental Damages.** Calls resulting from physical damage by operators.

5. **Asset Tagging** . Data capturing that provides additional identification of each unit covered by the Agreement that provides the Customer with accurate and detailed data regarding equipment inventory.

6. **Erroneous Calls.** If a call is flagged as an Emergency Call and Hobart responds within the emergency Response Time, and upon arriving on Site finds the unit to be operational and does not detect a safety hazard, such Calls will be charged at standard Hobart Rates.

7. **Excluded Parts (unless otherwise stipulated in Service Contract).** (i) Attachments and accessories such as bowls, adapters, bowl trucks, attachment shelves, agitators (beaters, whips, dough hooks, etc.), splash covers and extension rings; (ii) fryer tanks, boiler and booster water tanks (unless covered by manufacturer's warranty); (iii) condenser or evaporator coils, ice machine plates, refrigeration or HVAC motors 1hp or greater or compressors 1hp or greater, Flight Type dish machine conveyor assembly, refrigeration gases > 24 lbs, heat exchangers; (iv) wireless DPAC network assembly.

8. **Water Quality Related Damages.** Calls resulting from damage due to improper water conditions, improper unit cleaning, failure of Customer to provide proper water quality to the equipment as required by equipment manufacturer specifications, and/or failure of Customer to maintain proper water treatment equipment.

9. **Third Party Service** . Should Customer allow a third party to provide service (other than general tasks) on covered equipment, Hobart, in its sole discretion, may elect to remove such covered equipment that was repaired by an unauthorized third party from the Agreement.

10. **Calibrations and/or adjustments** to properly functioning equipment, which alter temperature or product appearance requested by Customer.

11. **Feature upgrades** including firmware or software upgrades or changes to label format or graphics.

12. **Customer network related issues** for Hobart connected devices. Loaner equipment is not included, but may be provided by the local Hobart Service Office at additional cost subject to availability.

13. **All welding services**

14. **Replacement of booster tanks and heat exchangers**

15. **Customer locations further than 100 miles from the closest Service Office**

16. **Taxes, tolls, and permits** applicable to Service and Parts

17. Water Quality Related Damages. Calls resulting from damage due to improper water conditions, improper unit cleaning, failure of customer to provide proper water quality to the equipment as required by equipment manufacturer specifications, and/or failure of Customer to maintain proper water treatment equipment.

Hobart Service & Installation Terms and Conditions

- 1. Acceptance.** These terms and conditions ("T&Cs") and any Service Product Quotation, Equipment Installation Quotation, Hobart Product Guidelines, or any agreement signed by an authorized representative of each party (each, a "Service Contract") to which these T&Cs are attached, any Hobart acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("Hobart Documents" and together with these T&Cs and the relevant Service Contract, the "Agreement"), constitute the complete terms governing the sale of services ("Services") and replacement parts ("Parts") by Hobart Service, a division of ITW Food Equipment Group LLC ("Hobart") to customer purchasing from Hobart ("Customer"). HOBART HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR ON CUSTOMER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement required to access a website or on a website will have any binding effect whether or not Hobart clicks on an "ok," "I accept," or similar acknowledgment. Terms contained or referenced in Customer facility sign-in logs, safety waivers or other similar documentation are hereby rejected and shall not have any binding effect on Hobart or its employees. Customer's order of any Services or acceptance of delivery of any Parts manifests Customer's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of a Hobart Document or agreed to in writing by the parties in a Service Contract. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized senior officer of Hobart in a Service Contract; (b) Hobart Document terms; (c) these T&Cs.
- 2. Quotations.** Quotations must be in writing and are only valid for 30 days from the date of the quotation for Service Product Quotations and 90 days from the date of quotation for Equipment Installation Quotations. All quotations are subject to change or withdrawal without prior notice to Customer. Quotations are made subject to approval of Customer's credit. Hobart may refuse orders and has no obligation to supply Parts or Services unless Hobart issues an order acknowledgement or upon the shipment of Parts or commencement of Services.
- 3. Pricing & Payment.** Prices and rates are in U.S. dollars and are subject to change without notice, unless otherwise set forth in a Service Contract. Unless otherwise stated on a Service Contract, all payments are due within 30 days of the invoice date. Hobart may withhold Services and Parts for Customer's that have undisputed past-due invoices. For all annual Service fees, if applicable, the following Contract Billing Processing Fee shall apply to the payment plan selected by Customer: (i) Annual Payment: \$0 per invoice; (ii) Semi-Annual Payment: \$3 per invoice; (iii) Quarterly Payment: \$4 per invoice; and (iv) Monthly Payment: \$5 per invoice. For Service Contracts with an annual price under \$1,000; Customers are required to pay in full via the Annual Payment plan. Customer is limited to \$25,000 annually in credit card payments in the aggregate, and all other payments must be made by ACH, wire or check. If this Service Contract automatically renews for any renewal term, the fees for any such renewal term will be those contained in the "Renewal Invoice" provided to Customer by Hobart prior to the start of the renewal term.
- 4. Site Survey.** Hobart may conduct a Site (as defined below) survey at Customer's facility. Such Site surveys are intended to identify problems which can be readily identified through reasonable visual inspection, however Customer is solely responsible for the state of its facility and Site (including electrical and plumbing lines). During a Site survey, Hobart is under no obligation to excavate, move equipment, or otherwise disassemble or remove covers, fascia, sconces, or the like. Should problems or defects be identified during the Site survey or during performance of Services, Customer shall remedy such problems at its own cost before Hobart is required to continue performing or complete any Services.
- 5. Service.** Hobart will perform Services and provide Parts as set forth in the applicable Service Contract through its branch office ("Branch Office") local to the applicable Customer location. Hobart will perform the Services during the days and hours listed on the Service Contract ("Business Hours") at no additional cost to Customer. Unless otherwise set forth in the Service Contract, additional charges apply to (i) Services provided to Customer locations further than 100 miles from the closest Branch Office, (ii) Services and travel time performed at Customer's request outside of Business Hours, (iii) installation, inspections and proactive maintenance Services, (iv) taxes, tolls, and business licenses and permits applicable to Hobart's operation as a business, and (v) any other Services not included in the Service Contract which Hobart performs for Customer. For such instances, Customer shall pay Branch Office for travel time and mileage at Hobart's current national rates for labor and travel ("Hobart Rates"). For Services that require use of specialized forms of transportation other than by conventional motor vehicles, Customer shall reimburse the Branch Office for all transportation, food, and lodging expenses incurred by such Branch Office. Permits required for performance of the Services are the responsibility of the Customer or the applicable third-party contractor. If no Service Contract has been duly executed by the Customer and Hobart with respect to the performance of any specific Services or the sale of any Parts, then such Services and such Parts will be billed pursuant to the Hobart Rates and the standard list prices for the applicable Parts in effect at such time. The Services set forth in the applicable Service Contract are subject to the following definitions:

 - a. A call ("Call") is defined as a Service on a single piece of equipment that includes labor, travel, return trip charges, parts and standard shipping costs associated with the Service. Hobart may complete a Call in one trip or multiple trips. Should Services be performed on multiple pieces of equipment within the same visit, each piece covered by the Service Contract will be considered separate Calls.
 - b. Site ("Site") is defined as the physical location at which any the equipment is serviced.
 - c. An emergency Call ("Emergency Call") is defined as a Call on a single piece of equipment that (i) cannot be reasonably used for its intended function or (ii) poses an unreasonable health related risk due to the equipment's failure to function properly. Whether a Call qualifies as an Emergency Call shall be determined by Hobart, in its sole discretion.
 - d. A non-emergency Call ("Non-Emergency Call") is defined as a Call on a single piece of equipment that is operational and in need of repair but does not meet the criteria of an Emergency Call.

6. **Term; Cancellation.** Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the date of Customer's acceptance and shall continue for a period of one year (the "Term"). The Agreement shall automatically renew for additional one year terms unless (i) Customer opts out of the automatic renewal option on the date it enters into a Service Contract or (ii) Customer provides written notice of termination at least 90 days' in advance of renewal. Hobart or Customer may terminate this Agreement for convenience at any time with thirty (30) days prior written notice to the other party. If the Customer terminates for convenience, Customer shall pay Hobart an amount equal to the greater of (a) the pro-rated contract price through the date of termination and (b) the value of any Parts and Services received (at standard Hobart Rates), not to exceed the original contract price. Hobart may elect to terminate this Service Contract for cause if Customer becomes past due on payment of their Service Contract invoice(s). Hobart also reserves the right to notify Customer that Hobart will no longer provide Parts and/or Services until Customer has paid all past-due invoice(s).

7. **Parts.** Hobart will provide Parts for equipment covered in an applicable Service Contract, subject to the availability of such Parts. Hobart may provide new or reconditioned Parts. Replaced parts and assemblies shall become the property of Hobart upon removal. For Parts installed by Hobart, title and risk of loss transfers to Customer upon installation. For Parts ordered by and shipped to Customer, title and risk of loss passes to Customer upon receipt by the carrier. Should Customer request expedited freight, Hobart will expedite the Parts at Customer's cost. If the Parts are damaged in transit, Customer must file a claim with the carrier and Hobart shall not be liable for such damage. Concealed damage and shorted shipments must be reported to Hobart's Parts Department within 5 days of delivery.

8. **Returns.** Customer may only return Parts with Hobart's written authorization, in Hobart's sole discretion. Return requests must include the item and invoice number and reason for return unless otherwise approved by Hobart. Customer will be responsible for any applicable restocking fees. No return requests will be accepted after 90 days from the date of invoice. Custom orders may not be cancelled or returned. All returned Parts must be unused, in saleable condition, and in the original packaging. Except to the extent prohibited by law, Customer is responsible for shipping return Parts to Hobart's designated location. Hobart will issue a credit or a refund at its election after the returned Part has been received and inspected for conformity to this section. Failure to comply with this section will result in any credit being withheld or reduced accordingly in Hobart's discretion. The following items are not eligible for return: non-stock parts, hazardous materials with a shelf life, electronic boards or electronic components that have been opened, commercial standard items (e.g., nuts, bolts, screws), and multiple quantity items if less than the original quantity is returned.

9. **Indemnity.** Hobart agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the gross negligence or willful misconduct of Hobart or its employees, (ii) Hobart's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual property right directly based on the Services performed by Hobart provided, however, Hobart shall have no duties under this paragraph where the Services or Parts have been modified by any party other than Hobart. Hobart does not indemnify Customer for any damages (or legal expenses) to the extent caused by Customer's (or its agent's or employees') fault. The above obligations are contingent upon (i) Customer supplying Hobart written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with Hobart in the defense and settlement of such claim; and (iii) Customer allowing Hobart the full right to defend and settle such claim.

10. **Insurance.** Hobart carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of \$2,000,000 per occurrence, \$4,000,000 aggregate, \$4,000,000 products and completed operations aggregate with Customer as an additional insured per form U GL 11 75 D CW or replacement thereof, iv) commercial auto liability with combined single limits of \$1,000,000 per accident for owned, hired and non-owned vehicles. Hobart will provide evidence of insurance upon request of Customer. Hobart may self-insure any coverage.

11. Warranty.

a. For Services and Parts (other than in connection with Equipment Installations). Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion (the "Services Warranty Period"). Hobart further warrants to Customer that any Parts (i) shall be free of any liens, (ii) shall, for a period of 90 days from original installation if installed by Hobart or from shipment if not installed by Hobart (the "Parts Warranty Period" and together with the Services Warranty Period, the "Warranty Period"), be free of material defects in workmanship and material

b. For Equipment Installation, Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion of the Services or, if Hobart performs the final equipment connections, 30 days from completion of the Services (the "Warranty Period"). Delays in equipment startup shall not extend this warranty.

c. For new equipment (excluding Parts): New equipment purchases are subject to separate terms and conditions, as provided by the original equipment manufacturer.

d. The above warranties (the "Warranty") apply directly to Customer and may not be assigned. Customer's exclusive remedy, and Hobart's sole obligation, for a breach of the Warranty is for Hobart, at its option, to re-perform the Services, repair or replace the Parts, or credit Customer's account for such defective Services or Parts. Hobart's obligations herein are contingent upon (i) Customer making any claim under this Warranty during the Warranty Period, (ii) such claim includes detailed explanation of any alleged deficiencies, (iii) Hobart is given a reasonable opportunity to investigate all claims; and (iv) Hobart's examination of such Parts or Services confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing by Customer or a third party. EXCEPT AS SET FORTH ABOVE, HOBART MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

12. **Exclusions.** Unless otherwise specified in a Service Contract, the following is not included in the scope of coverage and will be subject to additional charges: any repair costs, including labor, parts and travel expense required due to damage by fire, water, burglary, accident, abuse, acts of God, acts of terrorism, failure of Customer to operate or maintain equipment in conformity with Hobart's or other manufacturer's recommended operating and maintenance instructions, inappropriate or improper use, improper water conditions, failure due to improper cleaning, failure to maintain water treatment equipment, and relocation, adjustment or repair of Hobart equipment by any Customer or any third party without Hobart's supervision or consent. Hobart shall have no obligation to provide Service or Parts under this Agreement for any equipment that is damaged due to any of the above causes until such equipment is repaired by Hobart or an authorized third party. Any such repairs shall be at Hobart Rates. In addition, the following are not included and will be subject to additional charges: (a) Customer requested calibrations and/or adjustments to alter temperature or product appearance; (b) attachments; (c) accessories such as bowls, adapters, bowl trucks, attachment shelves, agitators (beaters, whips, dough hooks, etc.), splash covers and extension rings; (d) expendable items such as plastic flight links, curtains, blades, slicer knives, sharpening devices, pulley wipes, shredder plates, fryer baskets, customer removable seals, door gaskets; (e) consumable components or ordinary wear items including but not limited to; rinse arm strainers, final rinse nozzles, filters (including water filters), wash arm end caps, lower arm bushing, rollers, retaining rings, wash arm plugs, dish-limit rubber bumper, lamps, dish racks; (f) consumable items, such as paper supplies, filters, printing materials, and dishwashing and sanitizing compounds; (g) certain refrigeration Parts, such as condenser and evaporator coils, ice machine plates, refrigeration or HVAC motors 1hp or larger and compressors 1hp or larger, Flight Type dish machine conveyer assembly, refrigeration gasses (<24 lbs. or heat exchangers, (h) water related issues; (i) feature upgrades, including firmware, software, label format, or graphics; (j) welding services; (k) wireless DPAC network assembly; and (l) Customer network related issues for Hobart connected devices. Loaner equipment is not included but may be provided by local Branch Offices at additional cost based on availability. Repair, but not replacement, of fryer tanks, boiler and booster tanks that are subject to ITW/Hobart/Traulsen original manufacturer equipment is covered. Additionally, notwithstanding anything to the contrary contained herein or any Service Contract, Hobart reserves the right to refuse to provide replacement parts for or provide any Services with respect to any equipment, or parts or components for equipment, that is beyond its standard or recommended useful life (as determined by Hobart) (such date, the "End of Life"). Hobart is not responsible for any losses, claims, damages or expenses related to Customer's continue use of any equipment, parts and/or components after its End of Life. Once a piece of equipment has been designated as End of Life by Hobart, the fee for such equipment will be prorated for the actual days elapsed until the date of such designation, and any amount prepaid by Customer shall be refunded by Hobart. If Customer notifies Hobart in writing that a certain piece of equipment has been replaced or is no longer in use, the fee for such equipment will be prorated for the actual days elapsed until the date on which Hobart receives such notification, and any amount prepaid by Customer shall be refunded by Hobart

13. **Customer Responsibilities.** For any on-Site Service, Customer shall:

- a. prepare the Site for the Services. If the Site is not prepared for the Services upon Hobart service personnel's arrival at the agreed upon time and date, Hobart may charge Customer for any delay and/or travel time at Hobart Rates. If, in Hobart's opinion, performance of Services would pose a risk to the safety of any person, Hobart may refuse, without any liability, to provide Services and to allow Hobart service personnel to suspend Services or vacate any Site. In such event, Customer is responsible for payment of any delay and/or travel time at Hobart Rates;
- b. provide Hobart with at least 30 days' written notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Customer's local jurisdiction;
- c. provide at least one business day notice of cancellation of any Service order. If Customer cancels with less than 24 hours' notice, Customer is responsible for any costs incurred by Hobart caused by such cancellation. If Hobart travels to Customer's location and Customer cancels thereafter, Customer may incur an additional cancellation charge; and
- d. remain liable for all damages or injuries caused by or contributed to the negligent acts or willful misconduct of Customer, its employees, agents, and representatives that may occur on the site and indemnify Hobart for the same.

14. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON A PARTY'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THESE TERMS OR IN CONNECTION WITH THE SALE OF PARTS OR SERVICES HEREUNDER EXCEED THE PURCHASE PRICE OF THE SPECIFIC PARTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

15. **Hobart Personnel.** Customer will not solicit, offer work to, employ, or contract with, directly or indirectly, any of Hobart's employees that interacted with Customer or any of its affiliates, agents or employees while Hobart provides Services and/or Parts hereunder and for a period of twelve (12) months after the conclusion of such Services. A Hobart employee's response to a general advertisement or solicitation not specifically targeting or intending to target employees of Hobart, its subsidiaries or any of affiliates shall not be deemed a violation of this Section.

16. **Miscellaneous.** (a) Additional terms from the local Branch Office may also apply to the Agreement, and if applicable will be provided by the local Branch Office prior to sale. (b) Except for payment obligations, neither party will be responsible for failure to perform in a timely manner under the Agreement when such failure results from events beyond its reasonable control (each an "Event of Force Majeure"), including acts of God, acts of war, blockades, pandemic, labor disputes and Part shortages. For each Event of Force Majeure, the affected party's time for performance will extend for such time as reasonably necessary to enable that party to perform. (c) Nothing in the Agreement or the course of dealing of the parties may be construed to create a partnership, joint venture, or agency or as authorizing either party to obligate the other in any manner. (d) The Agreement may not be assigned or transferred by Customer without Hobart's prior written consent. (e) Any dispute related to the Agreement will be governed by and construed according to the laws of the state of Ohio and litigated exclusively in the state or federal courts of the state of Ohio. The parties hereto expressly release and waive any and all rights to a jury trial. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. (f) If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect. (g) The Agreement constitutes the entire agreement between the parties and any of their affiliates with respect to the Services and Parts covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto.

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MEMORANDUM OF INSURANCE					DATE 30-Oct-2023	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=367. Marsh USA LLC The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER				COMPANIES AFFORDING COVERAGE		
Marsh USA LLC ("Marsh")				Co. A Old Republic Insurance Company		
INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States				Co. B		
				Co. C		
				Co. D		
				Co. E		
				Co. F		
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	*MWZY 317234 23	01-Nov-2023	01-Nov-2024	GENERAL AGGREGATE	USD \$9,000,000
					PRODUCTS - COMP/OP AGG	
					PERSONAL AND ADV INJURY	USD \$2,000,000
					EACH OCCURRENCE	USD \$9,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD \$500,000
					MED EXP (ANY ONE PERSON)	USD \$10,000
A	AUTOMOBILE LIABILITY Any Auto	MWTB 317237 23 (AOS)	01-Nov-2023	01-Nov-2024	COMBINED SINGLE LIMIT	USD \$10,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
A A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	MWC 317233 23 (AOS) MWXS 317236 23 (OH)	01-Nov-2023 01-Nov-2023	01-Nov-2024 01-Nov-2024	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD \$2,000,000
					EL DISEASE - POLICY LIMIT	USD \$2,000,000
					EL DISEASE - EACH EMPLOYEE	USD \$2,000,000
A	Products	*MWZY 317235 23	01-Nov-2023	01-Nov-2024	Occ/Comp/OP Agg	24,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE 30-Oct-2023
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PRODUCER Marsh USA LLC ("Marsh")	INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States	
ADDITIONAL INFORMATION *GENERAL LIABILITY SUBJECT \$1,000,000 SIR *PRODUCTS LIABILITY SUBJECT \$1,000,000 SIR AUTOMOBILE PHYSICAL DAMAGE - USD \$500,000 COMP & COLL. DEDUCTIBLE ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW: ANCHOR FASTENERS ATLANTIC MILLS AVERY-WEIGH-TRONIX BAXTER MANUFACTURING BEDFORD WIRE BEE LEITZKE BERNARD WELDING COMPONENTS BRANDS BROOKS INSTRUMENT BUEHLER INTERNATIONAL BUILDEX CALIFORNIA INDUSTRIAL PRODUCTS CELESTE CFC INTERNATIONAL CHEMTRONICS CIP FASTENERS CODING PRODUCTS COEUR, INC. COVID SECURITY GROUP CRIMSCO DAE LIM USA DAHTI SEATING DELPRO DELTAR BODY & INTERIOR DELTAR FUEL SYSTEMS DELTAR SEAT COMPONENTS DESPATCH INDUSTRIES DIAGRAPH - LABEL GROUP DIAGRAPH - MARKING & CODING DIAGRAPH - MSP DRAWFORM DYNATEC E.H. WACHS COMPANY ELECTRO STATIC TECHNOLOGY ENVOPAK US		

F G EVERCOAT U S
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FILTERTEK
FILTRATION PRODUCTS
FLUIDS NORTH AMERICA
GAYLORD INDUSTRIES
HARTNESS INTERNATIONAL
HI-CONE
HOBART ALUMINUM
HOBART BAKERY SYSTEMS
HOBART BROTHERS
HOBART SERVICE - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HWA MEIR
IBEX
INSTRON
ITW APPLIANCE COMPONENTS
ITW AUTOMOTIVE BODY & FUEL, N.A.
ITW BUILDING COMPONENTS GROUP INC.
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA -PNA
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER DEVCON/VERSACHEM
ITW DELTAR FASTENERS
ITW DELTAR FUEL SYSTEMS
ITW EAE
ITW ENGINEERED FASTENERS & COMPONENTS
ITW ENGINEERED POLYMERS
ITW FOILS U S
ITW FOOD EQUIPMENT GROUP LLC
ITW GLOBAL BRANDS
ITW GLOBAL TIRE REPAIR INC.
ITW GRAPHICS
ITW GRK
ITW GSE INC
ITW LABELS
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ITW PERFORMANCE POLYMERS
ITW POLYMERS ADHESIVES NORTH AMERICA
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ITW WINDGROUP
JETLINE ENGINEERING
KAIRAK
LOCK INSPECTION SYSTEMS INC.
LOMA SYSTEMS
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MILLER ELECTRIC MFG. CO.
MILLER TIG EQUIPMENT
MILLER WELDING AUTOMATION
NORTH AMERICAN POWERTRAIN FASTENING
NORTH STAR IMAGING
OPTO DIODE
ORBITALUM NORTH AMERICA (ORBNA)
PASLODE
PAXTON PRODUCTS
PERMATEX

PILLAR TECHNOLOGIES
QSA GLOBAL INC.
RACOR
RIPPEY
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF GROUP
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SIMCO-ION INDUSTRIAL
SIMCO-ION TECHNOLOGY
SLIME
SOMAT
STERO
SWITCHES
TEXWIPE
THERMAL FILMS
TISSUE GROWTH TECHNOLOGIES
TRANS TECH
TRAULSEN
TRIMARK
USI
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN FOOD EQUIPMENT GROUP
VULCAN-HART
WACHS SUBSEA, LLC
WITTCO FOODSERVICE EQUIPMENT
WOLF
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

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