

Quote Number:	NORQ68930
Date:	11/09/2022

Quotation Prepared For

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Quotation Prepared By

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EQUIPMENT

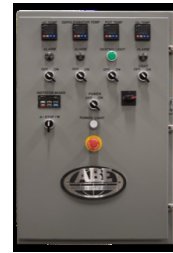


Line	Qty	Description	Unit Price	Total Price
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1	1	Steam Heated Control Box	\$5,792.00	\$5,792.00
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Features:

- Nema 4X Electrical enclosure
- PID Temp Controller Steam valve control
- PID Temp Controller for Dephlegomater
- PID Temp Controller for Finial Condenser
- Agitator with C1D1 COMPLIANT Motor
- VFD for Agitator control
- Over Temperature Alarms PID Controllers (*****SAFETY*****)
- Emergency Stop



UL Certification. (Underwriters Laboratories Inc.)

-Federal OSHA requirements mandate that all electrical equipment in the workplace must be "Certified" or subjected to a complete and thorough evaluation before use. (29 CFR 1910.303 and 1910.399). Many state, county and city electrical jurisdictions also have similar requirements.

-UL conducts an unbiased, independent assessment of products, at a specific location, to meet essential requirements for applicable product safety standards. UL's Engineering Assessment Teams, investigates then informs regulating authorities, whether products and or installations meet those detailed requirements.

-ABE Beverage Equipment's Auto-Controlled stills are equipped to comply with UL 508A standards. Certified at ABE's factory in Lincoln, Nebraska to ensure the Electrical Enclosures meet all necessary safety standards. UL Certification minimizes installation time and in doing so, saves valuable capital on start-up costs.

Since each still Electrical Enclosure carries UL certification before it leaves the factory, local electricians will notice the UL mark and know they can safely begin their electrical installation with delay. Before you decide on a distilling equipment supplier, make sure your vendor can honestly claim UL approval.

This UL certification exemplifies ABE's dedication to quality equipment, safe operating conditions and customer service.

2	1	Patriot Craft Still 250 Gallon - Steam	\$85,796.00	\$85,796.00
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- 250 Gallon Pot
- Copper and 304 stainless steel construction
- Stainless Steel Steam jacketed
- 18-inch Manway
- Whiskey Helmet (Brandy, Bourbon helmet available upon request)
- 304 Stainless Steel Piping
- Manual water controls
- Four-Plate Copper column
- 12" column
- Bubble Plate Regulation valve
- Copper Dephlegomater
- Patented Cip Technology
- PRV/VRV located in pot
- C1D1 Compliant Agitator Motor and Gear box
- Tube & Shell Stainless Steel Liquid Management Condenser

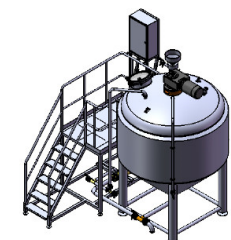


3	1	10bbl (310 Gallon) CONICAL MASH HOUSE	\$36,288.00	\$36,288.00
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UL Certification. (Underwriters Laboratories Inc.)

-Federal OSHA requirements mandate that all electrical equipment in the workplace must be "Certified" or subjected to a complete and thorough evaluation before use. (29 CFR 1910.303 and 1910.399). Many state, county and city electrical jurisdictions also have similar requirements.

-UL conducts an unbiased, independent assessment of products, at a specific location, to meet essential requirements for applicable product safety standards. UL's Engineering Assessment Teams, investigates then informs regulating authorities, whether products and or installations meet those detailed requirements.



Line	Qty	Description	Unit Price	Total Price
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-ABE Beverage Equipment's Auto-Controlled brew houses are equipped with Control panels to comply with the UL 508A standards. (UL file E483374)
These panels are Certified at ABE's factory in Lincoln, Nebraska. By using ABE's panels you'll minimize installation time and in doing so, save valuable capital on start-up costs.

Since each brewhouse Control Panel carries UL certification before it leaves the factory, local electricians will notice the UL mark and know they can safely begin their electrical installation with delay. Before you decide on a brew house equipment supplier, consider ABE.
This UL certification exemplifies ABE's dedication to quality equipment, safe operating conditions and customer service.

Includes: SEW-EURODRIVE Gearmotor.
Full stainless steel work platform w safety railing and non-slip substrate
Stainless steel brewhouse, piping, valves, clamps and fittings

Control System

- UL Certified
- Digital control panel
- Automatic temperature controls
- Variable speed drives for brew house motors/pumps
- Manual fluid valves
- Emergency Stop Safety Feature

Mash Tun

- 90 degree cone bottom
- Stainless steel grist hydrator w/ hot & cold hydration inlet
- Upper and lower steam jackets w/ independent valve control
- Heavy duty mixing paddles with variable speed
- 2" drain at bottom of vessel
- Fully insulated vessel
- Stainless steel
- SS CIP High-flow Rotary Spray Ball with 360° of coverage.
- Interior light
- Sparge ring assembly
- Top manway (tempered glass)
- Dual zone steam jackets

4	1	Hot/Cold Liquor Blending Assembly	\$2,040.00	\$2,040.00
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Features:

- 1.5" Hot liquor inlet
- 1.5" tri-clamp thermometer gauge
- 1.5" tri-clamp for cold water inlet
- Sanitary flow meter and totalizer for strike/sparge water

*Auto blending assembly available. Contact your ABE sales rep for more info.



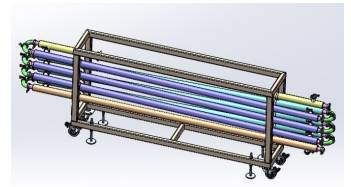
5	1	Mash Chiller for Grain-on Distillation (10bbl and less)	\$8,969.00	\$8,969.00
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8 tube counterflow mash chiller




- Ideal for use with 10bbl and smaller mash houses
- 2" external tubing with 1.5" internal tubing
- Mounted on 4" casters for portability



Estimated knock out times for clear mash:

5BBL 50 minutes
7.5BBL: 65 minutes
10BBL: 90 minutes



Line	Qty	Description	Unit Price	Total Price
6	1	Standard Transfer Hose Kit This is a starter kit including 100' of brewers hose the end user may cut to desired lengths (up to six sections) with ends and connections needed to soft plumb equipment for transfers and cleaning. The standard kit includes spare manway gaskets, quick disconnects sized for your equipment, reducers, a sight glass, and spanner wrench. Additional items may be purchased from ABE as needed.	\$2,950.00	\$2,950.00
7	1	15bbl Steam Hot Liquor Tank Features: Hot Water Tank 15bbl volume - Stainless steel (304) sanitary construction - 100% TIG welded - 4 heavy duty stainless steel legs with adjustable height and leveling footpads - Interior shell: 304 stainless steel, thickness 11 gauge (3mm) - Interior finished to 2B and exterior finish bright polished to #4 240 grit, sanitary surface - 2" Tri-clamp sanitary fittings - Thermowell - Sample valve - Lifting lugs - Top manway - CIP arm and spray ball 360° & 10' of coverage. - Easy-clean CIP ball that features a slide-over pipe connection with cotter pin - Visual level sight glass - Dual zone steam jackets - Stainless Pipes, Valves and Fittings * 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets.	\$10,385.00	\$10,385.00
				
8	1	Hot/Cold Liquor Pump System Features: - Ampco/Leeson stainless steel wash-down pump - VFD speed control	\$2,191.00	\$2,191.00
				
9	1	Hot/Cold Liquor Piping and Fittings Features: - Stainless steel installation piping, valves, fittings and pump mounting *Does not include hard piping to brewhouse	\$1,444.00	\$1,444.00
10	5	Steam Valve Features: - ¾" FPT Motorized Steam Valve, 24VAC, NC - Slow open / slow close. - Specifically designed for steam boiler operation.	\$592.00	\$2,960.00
11	1	Supply Diaphragm Pump Supply Diaphragm Pump The diaphragm pump uses an EPDM double diaphragm configuration with Teflon check balls to bring the beer from your supply tank to the necessary 15 to 40 psi for bottling. It runs on compressed air and is equipped with an adjustable pressure regulator and water separator. Stats: - 0-46 gpm Flow Rate - 1 1/2" tri-clamp port size - 5.7 cfm @ 90 psi - 93 dB(A) max noise level	\$4,204.00	\$4,204.00

Line	Qty	Description	Unit Price	Total Price
12	1	Portable Transfer Pump System 1.5 hp Features: - Leeson 1.5 h.p. stainless steel sanitary, washdown pump - VFD Speed Control - Stainless Steel cart mounted	\$3,622.00	\$3,622.00
				
13	3	10bbl Stainless Steel Fermentation Tank Features: - Outer Shell: Stainless steel 304 sanitary construction thickness 11 gauge (3mm) - Interior Shell: 304 stainless steel, thickness 11 gauge (3mm) - 100% TIG welded and sanitary polished - Design Pressure 30PSI, Test Pressure 30PSI (0.2MPa) - 4 Heavy-Duty stainless steel legs with adjustable height and leveling footpads - Interior finished to 2B and exterior finish bright polished to #4, 240 grit, sanitary surface - 1.5" Tri-clamp sanitary fittings - PVRV: Vacuum & pressure relief valve - Tank insulation: 80 mm thickness - Pressure gauge - Analog Temperature Gauge - Perlick-Style sample valve - Lifting lugs - Ladder hooks. Also designed to hold brewers hose when not in use. - Side man-way door - CIP arm and Rotary Spray Ball 360° of coverage. - Dual-zone cooling jacket with glycol inlet and outlet - Rotating DIN fitting racking arm and discharge port with valve and fittings - Up to an 8" Dry Hop Port - Thermo-well (RTD sensor not included) * Carb Stone Not Included * * 5-YEAR LIMITED WARRANTY is applicable to metal, welds, steam jackets and glycol jackets.	\$10,451.00	\$31,353.00
				
14	1	SmartStation Glycol Temp Control Box This PLC-based controller is state of the art with an ultra-fast processor that can handle simultaneous processing of up to 30 temperature control loops. The PLC can be connected to your Brewhouse with an ethernet cable, or operate as a standalone unit. Your control box can be expanded from 1 to 30 inputs as your brewery grows with the touch of a button. Features: - Up to 30 individual temperature control access points - One multi conductor cable can connect from one station to the next (cable not included)* - Can connect to ABE auto brewhouse PLC to view information - Stores temperature history in easy-to-read graph that can be downloaded to USB drive - Expansion does not require modification of control box - Easily add expansion inputs to control box using touch screen HMI - UL 508A Compliant * Cable can be purchased through ABE Customer Service ** Will not function on tanks not requiring a glycol valve (IE single wall tanks)	\$4,382.00	\$4,382.00
				
15	3	SmartStation Cellar Kit This is the cellar kit for the PLC Glycol Temperature Control Box Includes: - 35' RTD Wire - 3/4" Glycol Ball Valve - RTD Assembly * Multi conductor cable required. Cable can be purchased through ABE customer service	\$555.00	\$1,665.00

Line	Qty	Description	Unit Price	Total Price
16	1	ABE Patriot Fill Station ABE Patriot Fill Station -Up to 10 bpm fill rate (based on 750ml bottles). -Pneumatic operation. No electrical parts used. -Manual fill volume and flow rate controls. Adjustments are quick and easy to make. -Adjustable for different bottle heights, up to two 750ml bottles, or one 1.5L. -Comes standard with dual filters at 10 and 5 micron. (other sizes available upon request) -Fill levels accurate to within <1% -Stainless construction, all other materials food safe/ alcohol compatible. Specifications: Height- 44.25" Depth- 24" Width- 23.25" Weight- 114 lbs. Air Consumption- 11 SCFM @ 110 psi *Price includes T-Cork applicator. Other cap options available.	\$19,876.00	\$19,876.00
				
17	1	SmartShot15 Labeler Labeler. Smart-Shot15 labeler Only with Stand and Paper-Backing-Auto-Rewind-Device The Smart-Shot15 Table Mounted Labeler is designed with the small to medium sized producer in mind. Production speeds of up to 15 round, bottles or cans, per minute can be easily achieved. The system applies pressure sensitive labels to bottles or cans sized between 330ml to 1.5 liters in size. - Includes Paper-Backing-Auto-Rewind-Devis - Speeds of up to 15 cpm. - Maximum 9" label roll - Complete with customer assembled, Military Grade 8625, Type 2, Anodized Aluminum stand frame. - The most compact size in the industry. - Built-in photo sensor and Aux port for optional external photo sensor. - 110 volt, 1 phase, 60 Hz. - LABEL SAMPLES ARE REQUIRED	\$3,724.00	\$3,724.00
				
18	5	Start-Up and Training Services On-Site Startup and Training Service (Estimate Only) - \$495 per day, per technician - Pricing based on an 8 hour workday - Quoted days includes tech travel (typically one day to destination, one day to return) * Not inclusive of airfare, hotel, meals and travel (to be determined)	\$495.00	\$2,475.00
19	1	ABE Tech Travel, Meals, Hotel (Estimate Only) Cost for the technician's travel, hotel room, and meals for the startup and training service	\$2,500.00	\$2,500.00
20	1	Shipping, Documentation, and Handling (Estimate Only, Final Charges To Be Determined). Equipment requires a forklift or rigging company to offload at time of arrival. Shipping, Documentation, and Handling (Estimate Only, Final Charges To Be Determined)	\$0.00	\$0.00

Line	Qty	Description	Unit Price	Total Price
Payment Terms			Shipping	FINAL BALANCE
50% down to secure order. Balance due prior to shipment.			F.O.B. LINCOLN, NEBRASKA	\$232,616.00
				NORQ68930

PAYMENT TERMS / VALIDITY

1. All prices quoted are in U.S. dollars and are valid for 30 days.

Production and lead times on equipment will not start until all documents are signed and approved by the Buyer. This includes all engineering dimensional drawings, utility documents, layouts, and/or can and lid information. Seller will not be liable for any delay in performance of any order accepted, or any delay in shipment or delivery of any material hereunder, when such delay is caused directly or indirectly by fire, flood, accident, riot, war, governmental intervention, rationing, allocations or embargoes, strike, shortages of labor, delay of materials by suppliers or any other difficulties beyond Seller's reasonable control. Delivery of such order shall be deemed suspended so long as any such causes delay its execution. Whenever such causes have been remedied, Seller will make and Buyer will accept delivery of order.

2. Prices quoted are domestic pricing. Due to international requirements, please provide final destination for international pricing.

STARTUP NOTES:

1. Overtime, in excess of 8 hours per day, weekends, and US holiday charges are additional and billed at \$150 per hour unless otherwise noted above.

2. Unless otherwise stated above, airfare, local travel, hotel, or boarding accommodation and meals during startup and training service are the responsibility of the buyer with prepayment required prior to technician departure.

3. ABE personnel are not permitted to do installation of plumbing, electrical work, including boiler, steam, CO2 and compressed air runs, and glycol system plumbing. Licensed plumber and electrician must be available during equipment startup.

ABE personnel are not allowed to run or pull wires to glycol, steam, or control valves. This work must be in place prior to technician's arrival to location.

4. ABE is not responsible for installation, or liabilities associated with assembly or suspending, of hanging grain hoppers or flex augers. Investigation of structural integrity as well as building and safety code adherence are solely the responsibility of the buyer.

5. ABE personnel will not be scheduled Start up and Training until the "Installation Check List" is completed in full by the buyer.

6. Startup services are not included in purchase unless stated above.

7. Startup service is recommended for warranty validation.

SHIPPING NOTES:

1. FOB Lincoln, NE for all equipment shipped from Seller's Facility unless otherwise quoted herein. Some or all of the equipment and/or parts may ship directly to customer from third-party vendors with domestic and international origins. Equipment or parts shipped directly to customer is FOB third-party vendor's facility.

2. ABE will store equipment free of charge for one month from the agreed upon completion date if there is adequate space to do so. A non-prorated \$2,000/month storage fee will apply on the second month. After 2 months, a non-prorated \$7,000 monthly fee will apply. All storage fees are due in advance of each month of storage.

3. You are allowed (1) free hour to unload the trailer or container. Once the free time expires, you may be charged \$80/hour thereafter with a



ABE Equipment

Standard Terms and Conditions

FURTHER TERMS OF THIS AGREEMENT IN ADDITION TO THOSE ABOVE ARE SET FORTH IN THE ABE EQUIPMENT A DIVISION OF NORLAND INTERNATIONAL INC. STANDARD TERMS AND CONDITIONS, FOLLOWING HERETO AND ARE INCORPORATED HERE AS THOUGH FULLY SET FORTH HEREIN, AND, BY THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE SAME AND AGREE TO ALL TERMS OF THE AGREEMENT. THIS AGREEMENT IS ENTERED INTO AT LINCOLN, NEBRASKA.

ABE Equipment (ABE) is herein referred to as the "Seller" and the customer or person or entity purchasing Goods ("Goods") from Seller is referred to as the "Buyer." These Terms and Conditions and all documents incorporated by specific reference herein (collectively, the "Agreement"), constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer.

1.) *Identification.* The Goods shall be identified to the contract upon the execution hereof.

2.) *Inspection.* Buyer may at its option and expense, inspect the Goods at Seller's premises located at 2001 S.W. 6th St. Lincoln, Nebraska ("Facility"). Seller will permit Buyer to enter the Facility upon written notice during normal business hours between 9:00 a.m. and 4:00 p.m., Monday through Friday. Equipment shall be inspected in a non-operational, static mode. If Buyer fails to inspect the Goods prior to shipment, it will be deemed to have waived inspection and to have unequivocally accepted the Goods. Once the Goods are delivered to Buyer, the sale shall be deemed final and conclusive.

3.) *Limited and Standard Warranty.* **5-YEAR LIMITED WARRANTY IS APPLICABLE TO METAL, WELDS, STEAM JACKETS, OIL JACKETS, AND GLYCOL JACKETS USED ON BREWING VESSELS, FERMENTATION, BRITE, HOT LIQUOR, AND COLD LIQUOR TANKS. IN THE CASE OF OTHER COMPONENT PARTS, SELLER WARRANTS THAT THE GOODS MANUFACTURED BY SELLER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND REGULAR MAINTENANCE FOR A PERIOD OF ONE YEAR FROM DATE OF DELIVERY TO BUYER, OR FOR OPERATION FOR 2,080 HOURS, WHICHEVER IS LESS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

THIS WARRANTY SPECIFICALLY EXCLUDES WEAR OUT ITEMS, DAMAGE DONE IN SHIPPING, FREEZING, CORROSION, EROSION, SCALING, IMPROPER MAINTENANCE OR INSTALLATION, ELECTRICAL SURGES AND UNITS MODIFIED OR USED FOR ANY OTHER PURPOSE OTHER THAN BREWING, DISTILLING AND PACKAGING OF BEER, SPIRITS, WINE, MEAD, CIDER AND OTHER SIMILAR NON-COMBUSTIBLE ALCOHOLIC, OR NON-ALCOHOLIC BEVERAGES. IF WITHIN THIRTY (30) DAYS AFTER BUYER'S DISCOVERY OF ANY WARRANTY DEFECTS WITHIN THE WARRANTY PERIOD, BUYER NOTIFIES SELLER THEREOF IN WRITING, SELLER SHALL, AT ITS OPTION AND AS BUYER'S EXCLUSIVE REMEDY, REPAIR OR REPLACE FREIGHT PREPAID BOTH DIRECTIONS THAT PORTION OF THE GOODS FOUND BY SELLER TO BE DEFECTIVE RETURNED TO SELLER. FAILURE BY BUYER TO GIVE SUCH WRITTEN NOTICE WITHIN THE APPLICABLE TIME PERIOD SHALL BE DEEMED AN ABSOLUTE AND UNCONDITIONAL WAIVER OF BUYER'S CLAIM FOR SUCH DEFECTS.

GOODS NOT MANUFACTURED BY SELLER, BUT BY 3RD PARTY AND PROVIDED BY SELLER AS PART OF ANY PURCHASE ARE SUBJECT SOLELY TO THE WARRANTY AND LIABILITY TERMS AND CONDITIONS OF THE MANUFACTURER.

All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by Buyer unless accepted in writing by Seller. Section 3 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be

bound by the limitations therein. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 3 and 4.

4.) *LIMITATION OF REMEDY AND LIABILITY.* THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT UNDER SECTION 3. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR REVENUE, COST OF CAPITAL, COST OF LEASE, RENT, WAGES, SPOILAGE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

5.) *Assignment.* Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

6.) *Interpretation and Representation.* This instrument is intended by the parties to be a final, exclusive, and complete expression of their agreement and its terms. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance of, or acquiescence in, a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to object. Buyer and Seller represent to each other that they are merchants with respect to the subject Goods. No representations were made or relied upon with respect to the Goods or the terms of this Agreement. No agent, employee, or representative of Seller made, or has any authority to bind Seller by any warranty, representation, or affirmation concerning these Goods. Buyer acknowledges that no such affirmation, warranty, or representation has been made, none has been relied upon, and none forms the basis of this bargain. There are no understandings, agreements, representations or warranties either written or verbal, relative to the Goods which are not fully expressed herein. No statements, recommendations or assistance made or offered by Seller or Seller's agents or by sales literature, in connection with the use of any Goods shall constitute a waiver by Seller of any of the provisions set forth herein. The provisions set forth herein supersede and cancel any previous understanding or agreement between the parties with respect to the subject matter hereof.

7.) *Severability.* If any provision hereof is found by any Court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the provisions hereto, which shall remain in full force and effect. If any provision is found unreasonable due to its breadth, such terms shall be limited to the extent necessary to be enforceable.

8.) *Modification.* This Agreement may be modified only by an instrument signed by the parties or their respective agents.

9.) *Notice.* Buyer shall give Seller prompt written notice of any potential claim, cause of action, or other dispute arising out of or relating to this Agreement within thirty (30) days after Buyer first becomes aware of facts that are reasonably deemed to put Buyer on notice of such potential claim, cause of action, or dispute. In such written notice, Buyer shall provide details and factual support relating to such potential claim, cause of action, or dispute so that Seller may investigate the same and so the parties can attempt to reach a resolution. Such written notice is a condition precedent to any lawsuit being filed that arises out of or relates to this Agreement.

10.) *Payment of Taxes.* Buyer shall pay all federal, state and local sales, use, property excise or other taxes imposed on or with respect to the Goods, except taxes levied on Seller's net income.

11.) *Confidential Information.* All materials relating to the use and service of Goods that Seller has provided and identified as confidential are proprietary to Seller. Such materials have been developed at Seller's expense and contain Seller's trade secrets. Buyer may not reproduce or distribute such materials to any party unrelated to this Agreement. Buyer shall receive all such proprietary materials in complete and strict confidence, and shall exercise reasonable care to maintain such confidentiality.

12.) *Shipment Contract; Buyer's Risk During Transit.* Seller shall deliver all Goods to a carrier of its choice at its Facility for transportation to Buyer's place of business, but all costs of transportation shall be borne by Buyer including, but not limited to, all shipping charges and full invoice insurance.

Risk of loss to the Goods shall transfer to Buyer upon delivery to and receipt by carrier at Seller's Facility. At the Seller's option, some or all of the Goods may be shipped directly to Buyer's location from one or more third-party vendors. The Goods sent from such vendors may have either domestic or international origins. In such instances, risk of loss to the Goods shall transfer to Buyer upon delivery to and receipt by carrier at the third-party vendor's facility with respect to those goods shipped directly to the Buyer. In all cases, any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. The estimated shipment date indicated herein is approximate and not guaranteed and is based upon prompt receipt by Seller of all necessary information and payment amounts.

If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Seller will not be liable for any delay in performance of any order accepted, or any delay in shipment or delivery of any material hereunder, when such delay is caused directly or indirectly by fire, flood, accident, riot, war, governmental intervention, rationing, allocations or embargoes, strike, shortages of labor, delay of materials by suppliers or any other difficulties beyond Seller's control. Delivery of such order shall be deemed suspended so long as any such causes delay its execution. Whenever such causes have been remedied, Seller will make and Buyer will accept delivery of order.

13.) *Seller's action for Price-Resale of Undelivered Goods.* If Buyer fails to pay the price as it becomes due, Seller may recover, together with any incidental damages, the price of the Goods identified to the contract if Seller is unable, after reasonable effort, to resell them at a reasonable price or the circumstances reasonably indicate that such effort will be unavailing. If Seller sues for the price, it shall hold for Buyer any Goods, which have been identified to the contract and are still in its control, except that if resale becomes possible Seller may resell them at any time prior to collection of the judgment. Net proceeds of any such resale shall be credited to Buyer and payment of the judgment shall be credited to Buyer. Deposits made for equipment are non-refundable. Payment of the judgment shall entitle Buyer to any Goods not resold. If, despite Buyer's breach, Seller is held not entitled to the price, Seller shall nevertheless be awarded damages against Buyer for non-acceptance. Any funds received by Seller from Buyer may be applied by Seller against any such losses of Seller.

14.) *Startup Service.* A startup service is recommended from Seller's technicians at an additional cost and this service consists of making initial adjustments and training the equipment operators. No startup service will be provided unless this is indicated on the front of the contract along with its costs. Start-up and training service is available at the rate quoted herein, assuming preparation of facility to ABE Equipment specifications. Startup and training services quoted herein are estimated. A specific quotation for startup and training service will be provided to Buyer after placement of order.

Prior to startup, the Buyer will be required to provide written confirmation of the readiness of the facility, including readiness of the building, electrical supply, air supply, water supply. The Buyer may also be required to provide bottle design drawings, sample bottles, sample labels and other information upon request of ABE. In the event that these materials are not provided in response to requests, the manufacture and delivery of the equipment may be delayed, and the Buyer agrees that this delay shall be its responsibility. In the event the ABE technician(s) arrives and the equipment is not mechanically or electrically connected, the Buyer will be charged accordingly to normal service rates. Seller also reserves the right to remove personnel from the premises until proof of proper preparation to the facility can be provided. Rescheduling startup and training service will depend on availability of ABE personnel at that time. Airfare, local travel, hotel, or boarding accommodation and meals during startup and training service are the responsibility of the Buyer with prepayment required prior to technician departure. Additional technician days required beyond the estimated time quoted will be charged to buyer at the per diem rate listed above.

15.) *Prices; Terms of Payment; Payment Delinquency.* All prices are in U.S. Dollars and exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Payment terms as stated above. Unless otherwise specified by Seller, terms are net from date of Seller's invoice in U.S. currency. Failure of Buyer to timely pay per the terms as described on the front of this Agreement will result in the addition to the balance due of interest at the rate of one and one third percent (1-1/3%) of the balance due for every month that the balance remains delinquent. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. The provisions of this paragraph are subject to paragraph 12 above. Deposits are non-refundable unless otherwise agreed upon prior to order and stated in writing.

16.) *Installation; Maintenance.* Unless otherwise provided herein, Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods. Installation and startup of Goods should only be completed by a thoroughly trained and experienced technician. Improper installation or start up procedures may result in damage to personnel, equipment or building. 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 high amperage electrical connections should be thoroughly tightened prior to start up. Failure to tighten loose connections may result in excessive heat buildup on the electrical components resulting in damage to the component, equipment or even the building. ABE Equipment expressly disclaims any damages or losses of any kind resulting from loose electrical connections.

17.) *Indemnification.* Subject to the limitations of the second paragraph of Section 4, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system designed by Seller.

In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability.

18.) *Cancellation and Returns.* Purchaser may not cancel all or any portion of an order after work begins or return any materials, except upon Seller's written agreement and the payment to Seller of (a) for non-customized products, a 25% restocking fee; and (b) for customized products, the total of (i) the anticipated profit margin of the Seller and (ii) any expenses of the Seller incurred toward fulfillment of the order, including overhead, plus any expenses incurred in cancelling the order. Payments are due within 10 days of cancellation, and thereafter shall accrue a finance charge at the same rate as an unpaid invoice. In addition, if Purchaser wishes to cancel in part, Seller may elect to cancel the remainder of Purchaser's order without incurring any liability toward Purchaser and without waiving any rights under these Standard Terms and Conditions.

19.) *Reverse Engineering.* Purchaser will not reverse engineer or assist any other party with reverse engineering Seller's equipment (including, but not limited to, any equipment purchased from Seller, on loan from Seller, or any other equipment designed and/or built by Seller), and will notify Seller upon becoming aware of any other party having reverse engineered any of Seller's equipment.

20.) *Applicable Law.* The validity, construction, performance and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the State of Nebraska. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Nebraska and the parties agree to submit to such jurisdiction. **THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.**

21.) *Export/Import.* Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

22.) *English Language.* Unless otherwise specified in the Agreement, this Agreement and all documentation including but not limited to manuals, user guides, instructions, warning labels and technical drawings are written in the English Language and the Parties agree that the English version will govern.

23.) This Agreement shall not become effective unless and until signed by Buyer and delivered to Seller at its principal place of business in Lincoln, Nebraska and signed by Seller.

24.) **"DRAWINGS PROVIDED BY NORLAND INTERNATIONAL/ABE EQUIPMENT ARE FOR RECOMMENDED LAYOUT OF EQUIPMENT AND CONNECTIONS ONLY, AND ARE BASED UPON DESCRIPTIONS OF BUILDING CHARACTERISTICS AND MEASUREMENTS PROVIDED TO THE SELLER BY THE BUYER. THOSE BUILDING CHARACTERISTICS AND MEASUREMENTS HAVE NOT BEEN VERIFIED. THE SUITABILITY OF ALL FINAL POSITIONS AND CONNECTIONS ARE THE RESPONSIBILITY OF THE PURCHASER AND SHOULD BE**

APPROVED BY PURCHASER'S CONTRACTOR TO MEET ALL RELEVANT LEGAL CODES AND BEST PRACTICES. **SELLER EXPRESSLY DISCLAIMS SPECIFIC KNOWLEDGE OF THE BUYER'S BUILDING CHARACTERISTICS FOR SUPPORTING WEIGHT BEARING LOAD REQUIREMENTS OF THE EQUIPMENT, AND THE DRAWINGS PROVIDED FOR HEREIN 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.** ANY CHANGES IN EQUIPMENT POSITION REQUIRED BY THE BUYER, OR BY THE BUYER'S INTENDED USE OF THE EQUIPMENT AFTER THE DRAWING IS PROVIDED BY THE SELLER MAY RESULT IN INCREASED INSTALLATION COSTS TO BUYER/OWNER."

AGREED TO BY:

For and on Behalf of Purchasing Company

Printed Name (Authorized Representative)

Signature

Date

Title

For and on Behalf of: ABE Equipment
A Division of Norland International

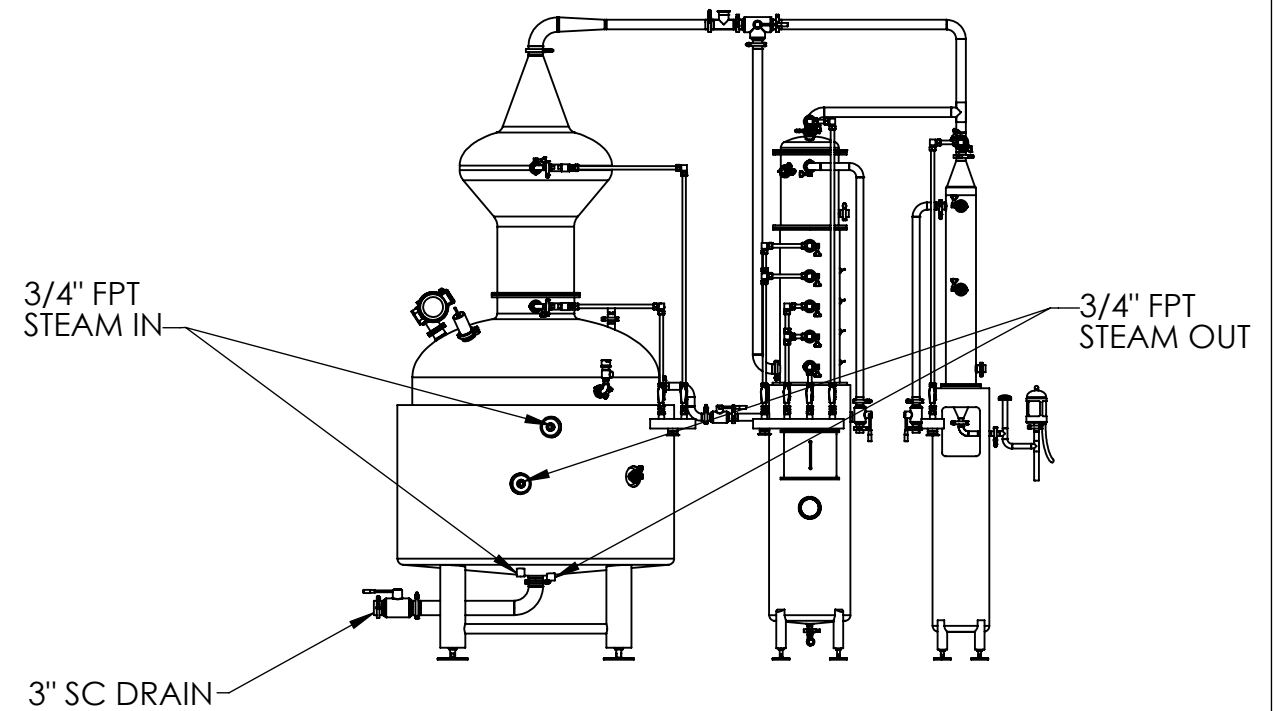
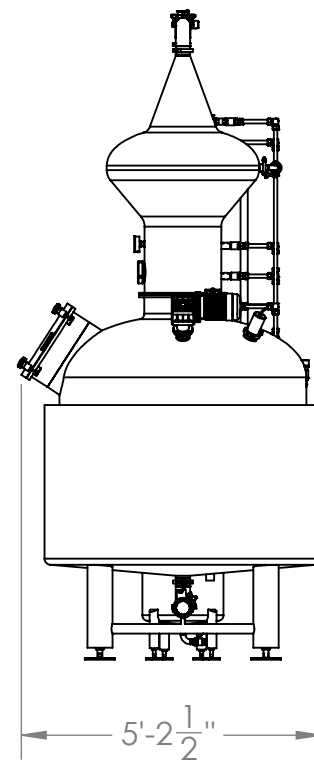
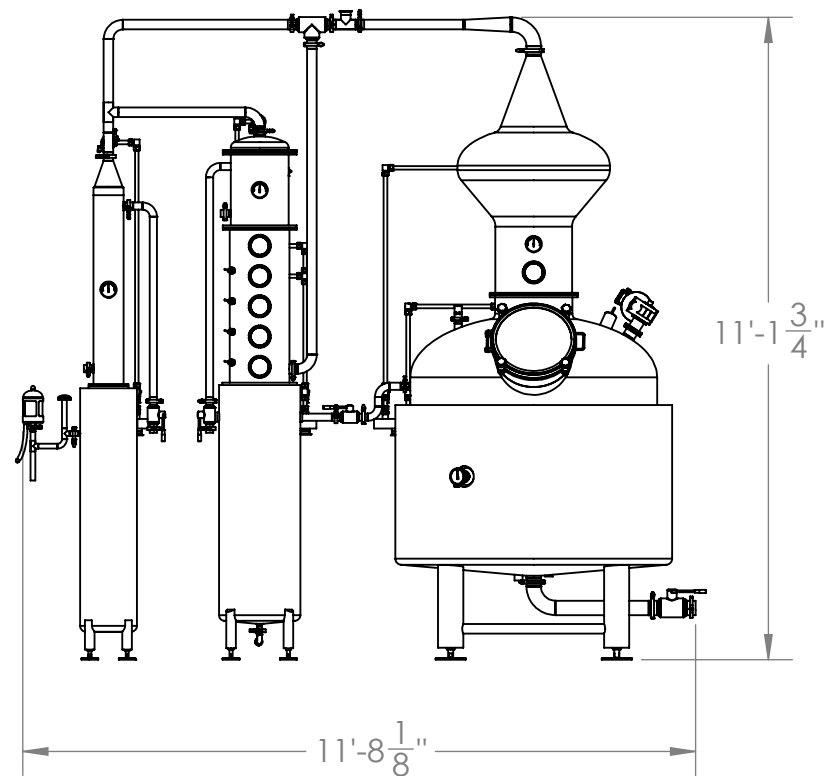
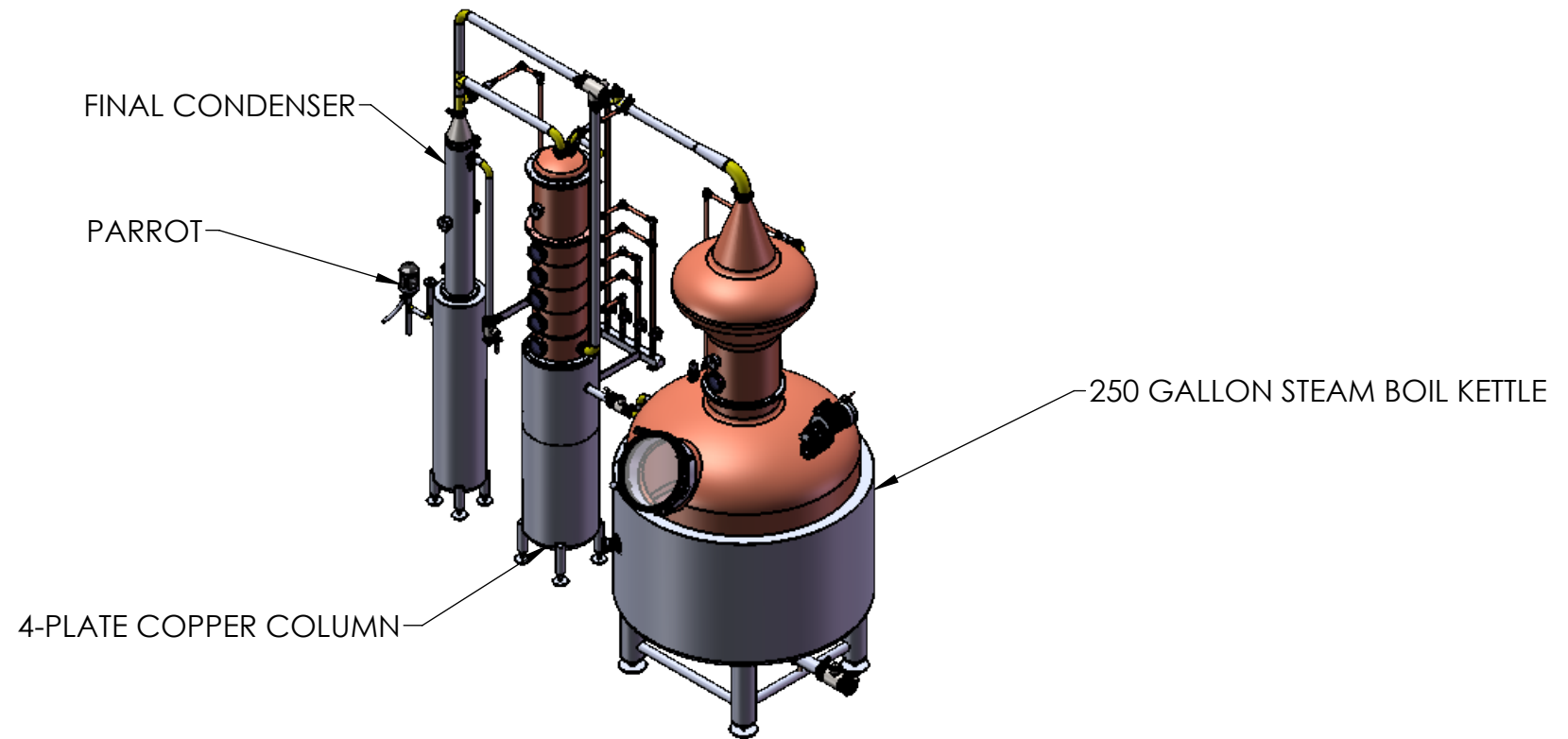
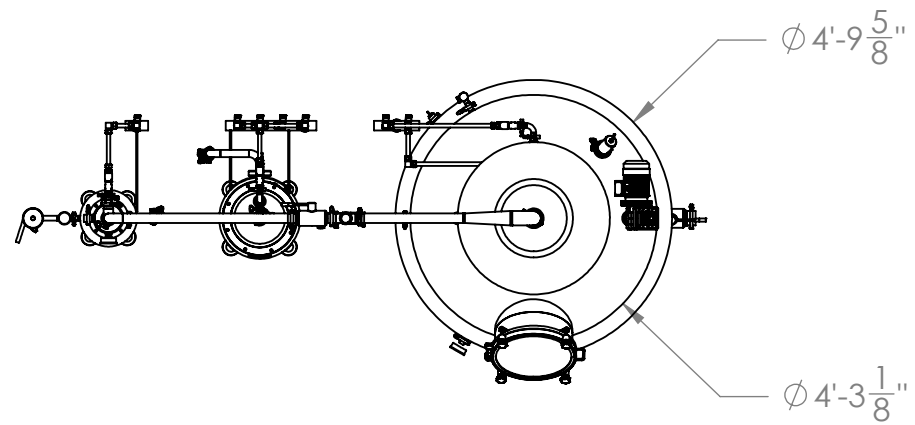
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Title

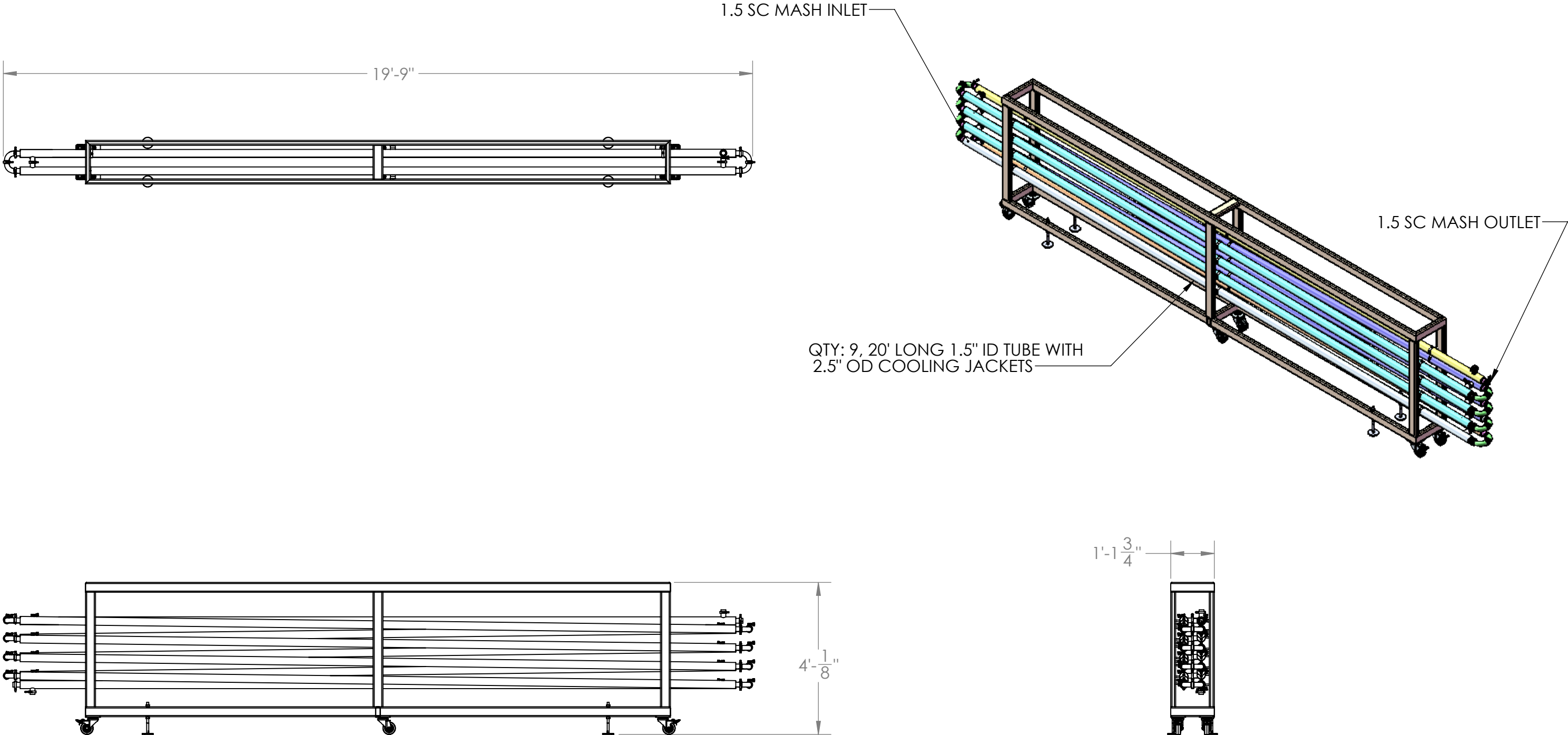
**RECEIVED BY: NORLAND INTERNATIONAL, INC.
DBA: ABE EQUIPMENT**

Signature (Seller)


Date



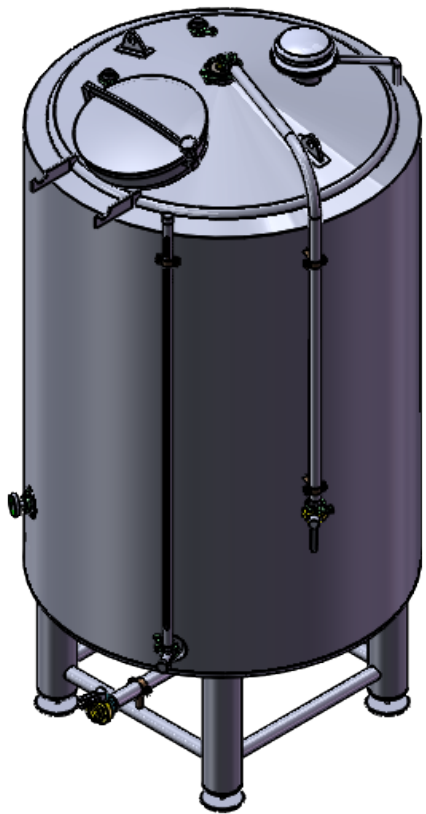
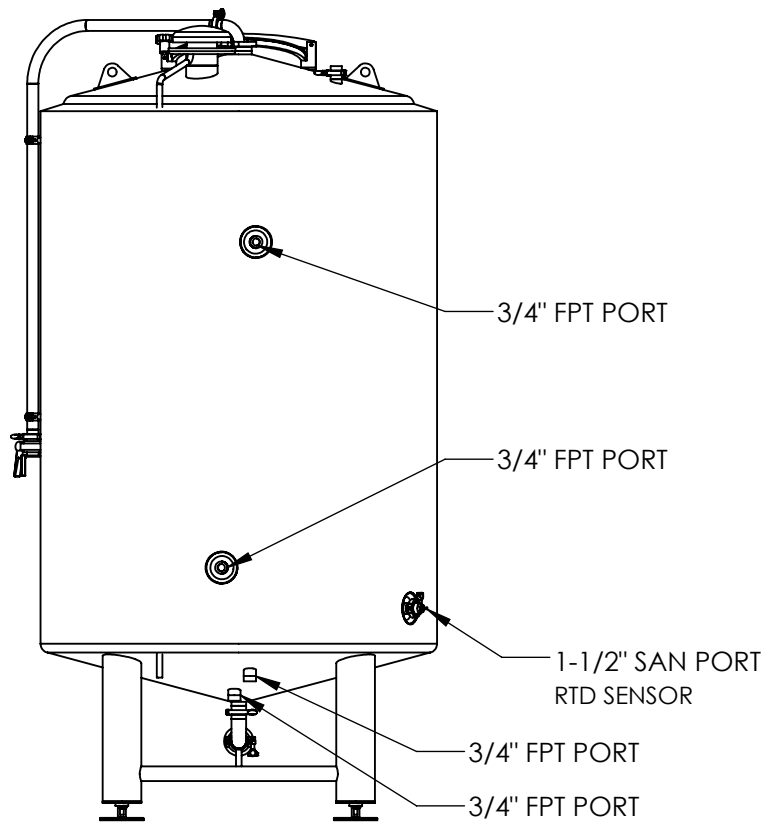
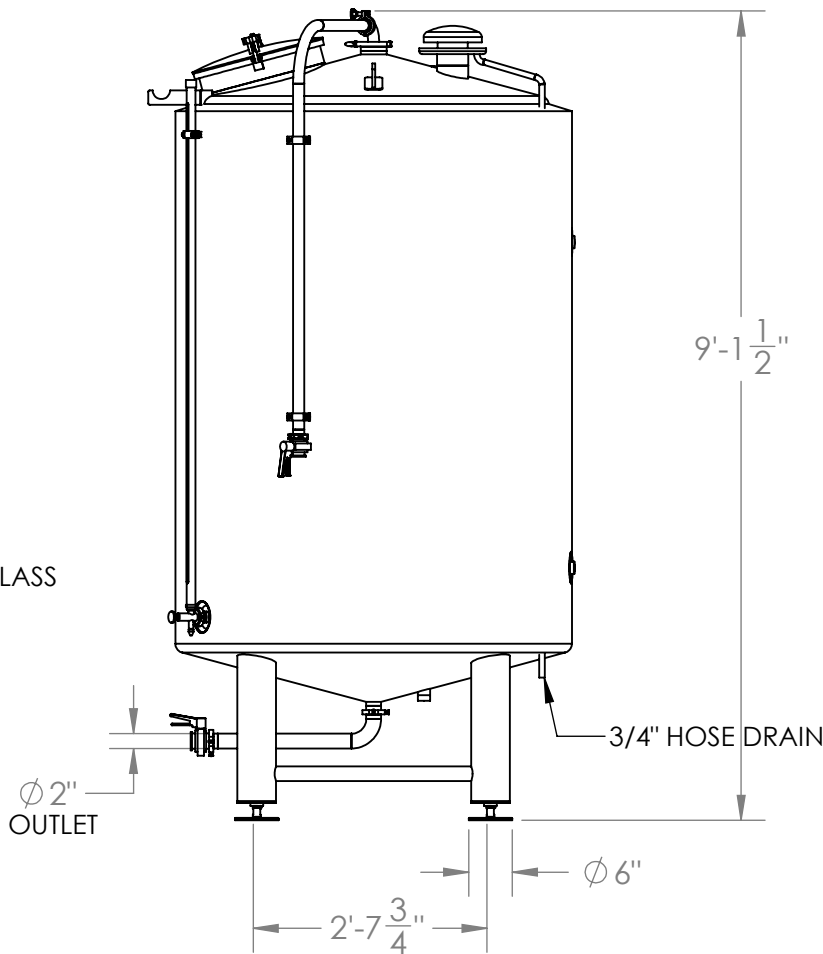
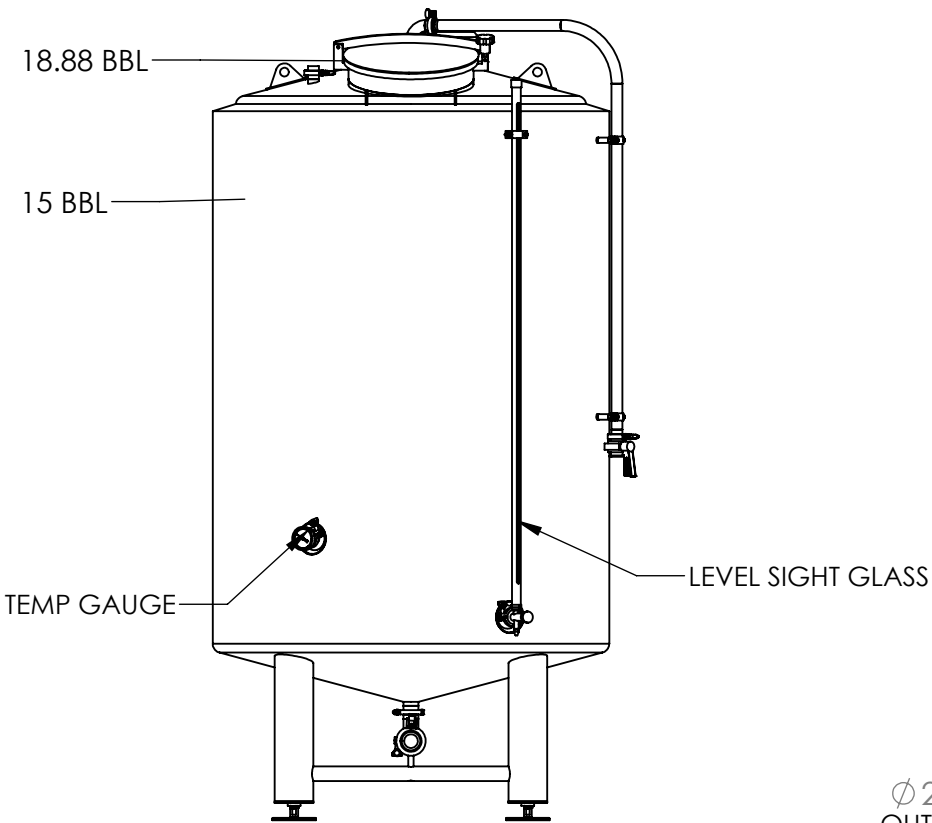
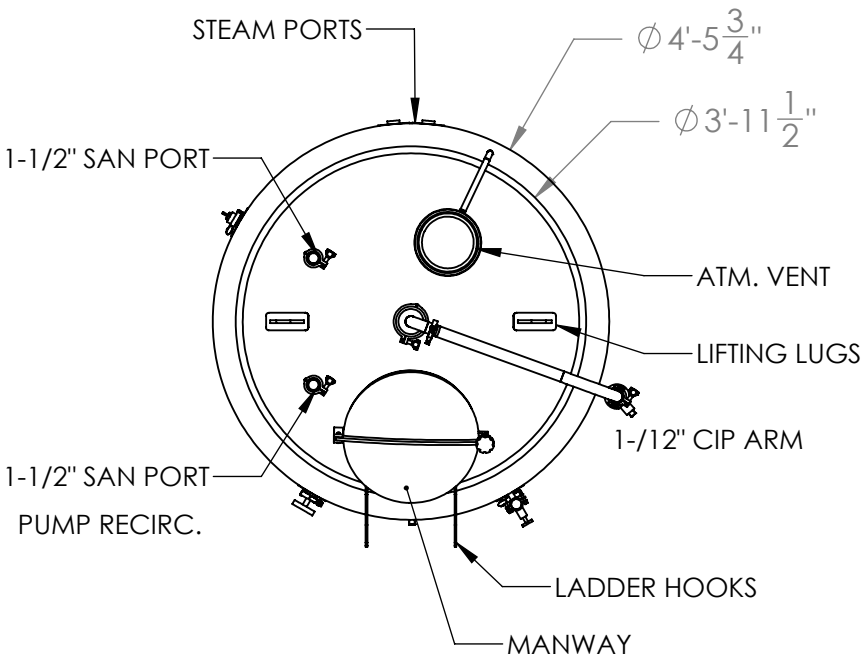
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	DRAWN DATE: 03/08/22				
				PART NO.:	REV: V1.1
	DESCRIPTION: 250 GALLON STEAM HYBRID STILL				
	MATERIAL:				
SCALE: 1:40		SIZE: B	SHEET 1 OF 1	3RD ANGLE 	
LAST SAVED BY: hi		LAST SAVED ON: Monday, March 7, 2022 7:44:28 PM			13 of 17



KNOCK-OUT FOR COOLING 500 GALLONS OF WATER FROM 180°F TO 70°F IS 60 MINUTES, USING 55°F COOLING WATER

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	DRAWN DATE: 08/09/22			
			PART NO.:	REV: -
	DESCRIPTION: TUBE IN TUBE HEAT EXCHANGER, 9x 1.5"/2.5" 20' LONG TUBES			
MATERIAL: STAINLESS STEEL				
SCALE: 1:32		SIZE: B	SHEET 1 OF 1	3RD ANGLE 
LAST SAVED BY: ASUS		LAST SAVED ON: Tuesday, February 22, 2022 3:12:27 AM		

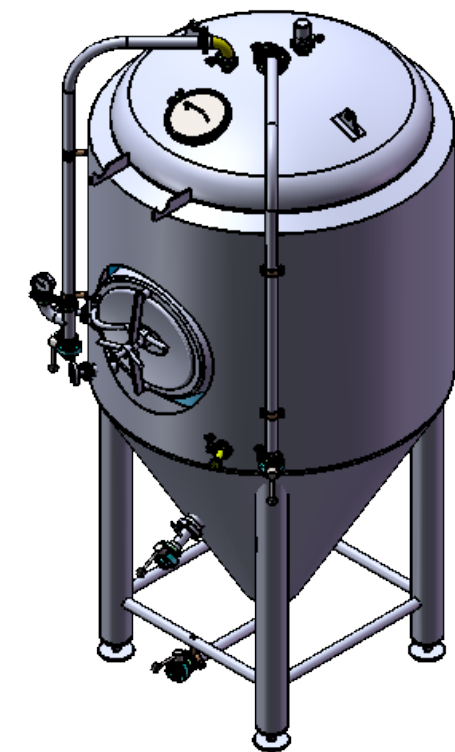
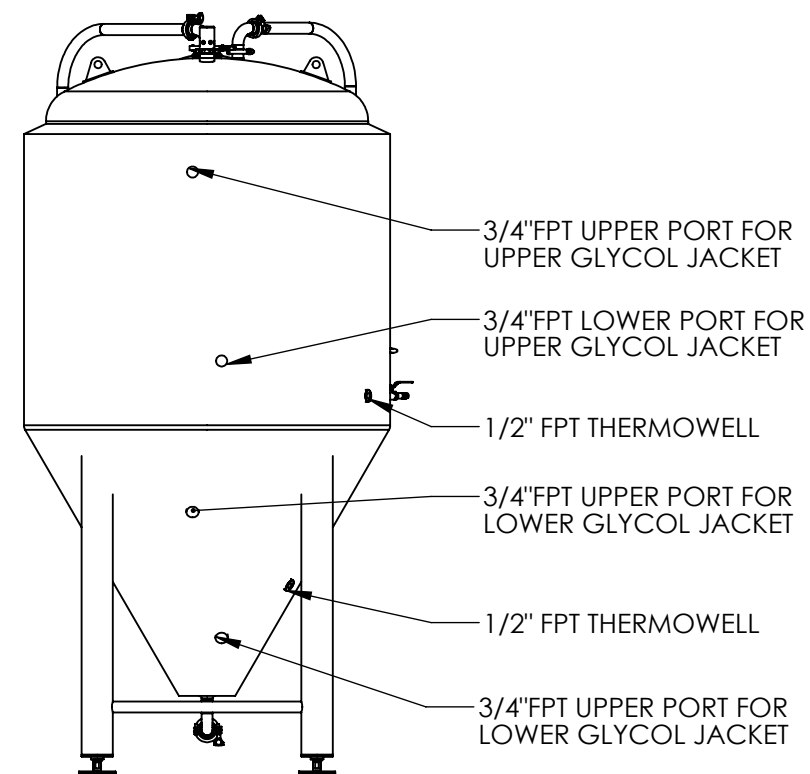
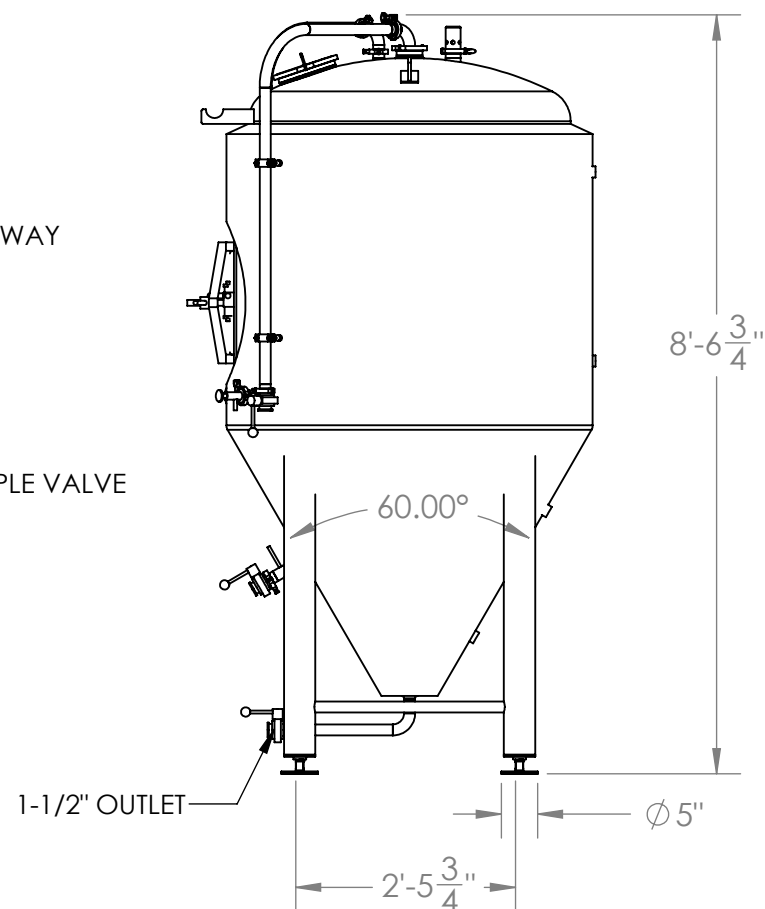
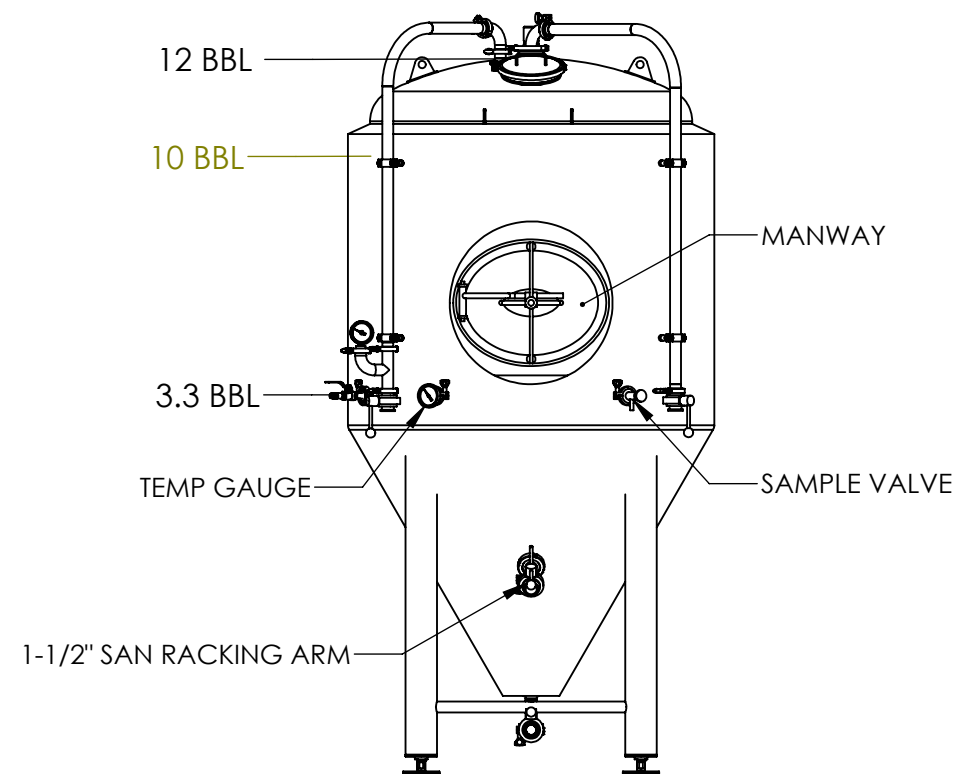
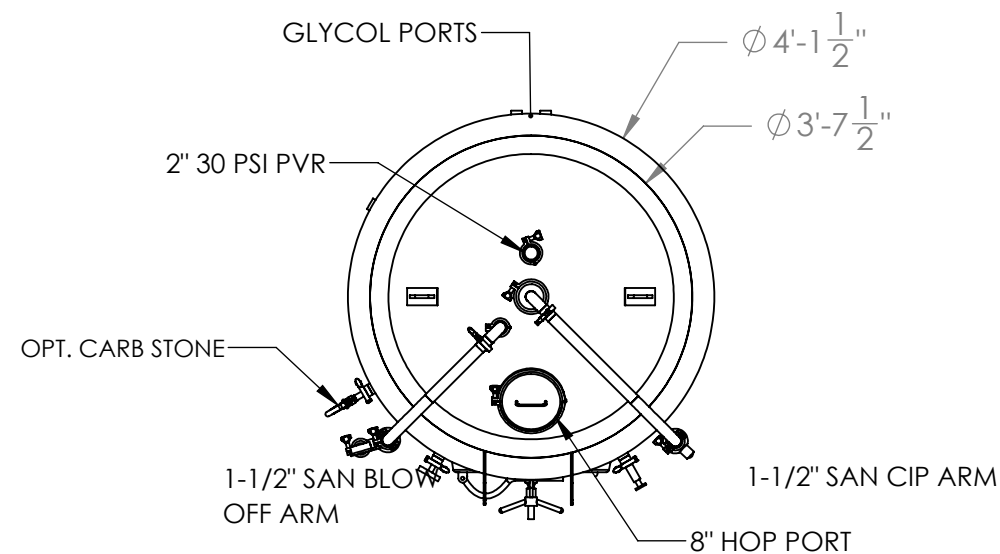
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NET EMPTY WEIGHT= 1,056 LBS
GROSS FULL WEIGHT= 6,050 LBS

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED

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	DRAWN DATE: 05/14/20	2001 SW 6TH ST. - Lincoln, NE - 68522 - (402) 441-3737	
	PART NO.:		REV:
	DESCRIPTION: HOT LIQUOR TANK, 15 BBL		
	MATERIAL: 304 STAINLESS STEEL		
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LAST SAVED ON: Wednesday, May 13, 2020 8:24:13 PM		3RD ANGLE	

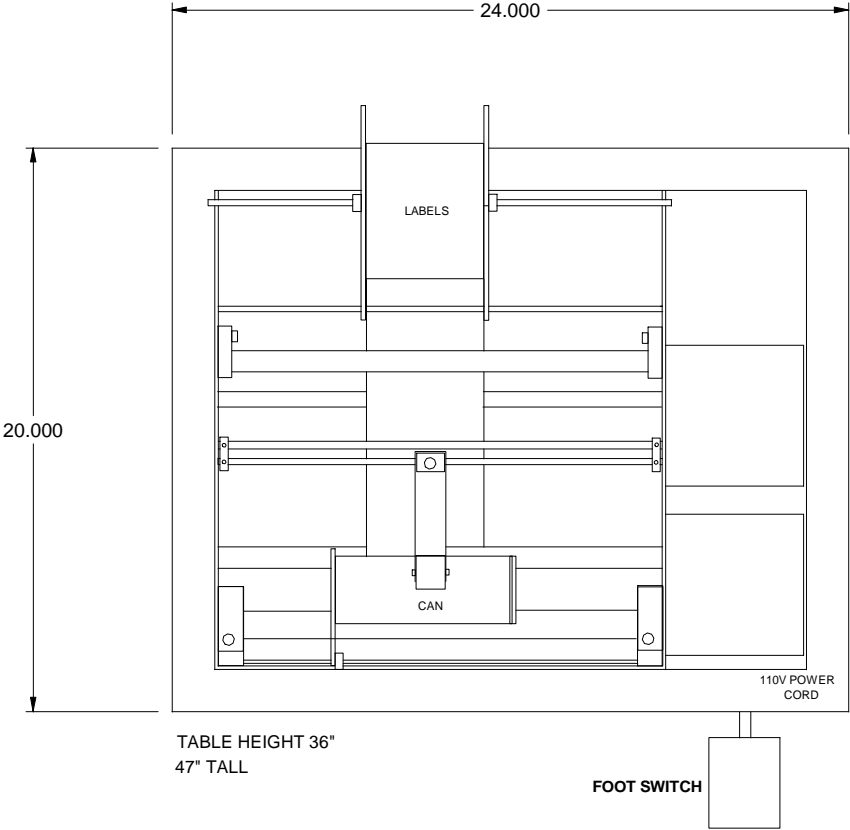


NET EMPTY WEIGHT= 880 LBS
GROSS FULL WEIGHT= 4,228 LBS
GLYCOL JACKETS VOLUME= 7.223 GALLONS

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED

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	DRAWN DATE: 1/16/17	2001 SW 6TH ST. - Lincoln, NE - 68522 - (402) 441-3737	
	PART NO.:		REV:
	DESCRIPTION: 10BBL FERMENTATION TANK-STANDARD		
	MATERIAL: 304L STAINLESS STEEL		
SCALE: 1:26		SIZE: B	SHEET 1 OF 1
LAST SAVED BY:		3RD ANGLE	
LAST SAVED ON:		16 of 17	

SMART SHOT LABELER



**SMART SHOT LABELER
WITH DATE CODER**

