



MERCHANDISING ORDER FORM



ITEM	COST EA	QTY	TOTAL COST
ROLLER GRILL MERCHANDISING			
Hanging Sign w/Menu Strips, Pricing Sheet & Hardware	\$135.00		
Roller Grill Surround w/Menu Strips, Pricing Sheet & Hardware	\$240.00		
ROLLER GRILL ACCESSORIES			
Menustrip Set	\$15.00		
Pricing Sheet	\$5.00		
Bun Box Decal	\$15.00		
Tong Holder	\$5.50		
9" Black Tong	\$4.00		
Analog Thermometer	\$10.00		
7.25" Rollergrill Stand	\$1.50		
Rollergrill Stand Sleeve	\$1.00		
CONDIMENT DISPLAYS			
APW Wyott CSS-DTS-N3 Bulk Toppings Station w/Graphic (<i>does not include ice packs</i>)	\$340.00		
Ice Packs for Bulk Toppings Station (Set of 3)	\$15.00		
Gravity Feed 5-Compartment PC Condiment Displayw/Graphic	\$150.00		
ROLLERGRILL EQUIPMENT			
APW Wyott HRS-31S Slanted Roller Grill w/"Tru-Turn" non-stick rollers	\$649.00		
APW Wyott SG-31 Single Door Sneeze Guard	\$132.00		
APW Wyott BC-31 Unheated Bun Cabinet w/Graphics	\$162.00		
APW Wyott HRS-50S Slanted Roller Grill w/"Tru-Turn" non-stick rollers	\$769.00		
APW Wyott SG-50 Single Door Sneeze Guard	\$158.00		
APW Wyott BC-50 Unheated Bun Cabinet w/Graphics	\$183.00		
STEAMER EQUIPMENT			
Nemco 6650 Mini Steamer Cart w/Umbrella, Graphics & (3) 1/3 Pans/Lids	\$460.00		
TOTAL			

ALL COSTS INCLUDE GROUND DELIVERY WITHIN THE CONTIGUOUS UNITED STATES. RUSH DELIVERY IS ADDITIONAL - PLEASE CONTACT US FOR A RUSH DELIVERY ESTIMATE. SALES TAX WILL BE ADDED TO ALL ORDERS SHIPPED WITHIN THE STATE OF WI. FOR ORDERS SHIPPED OUTSIDE OF WI, TAXES & FEES ARE THE RESPONSIBILITY OF THE CUSTOMER.

SHIPPING INFORMATION (ORDER LEAD TIME IS 2-3 WEEKS + SHIPPING TIME)		BILL TO KLEMENT'S (APPROVAL REQUIRED)
ACCOUNT NAME:	ATTN:	REP NAME:
ADDRESS:	PHONE:	REP EMAIL:
CITY/STATE:	ZIP:	REP PHONE:
BILLING INFORMATION (PRE-PAYMENT VIA CHECK OR CREDIT CARD)		SUBMIT COMPLETED FORM TO:
ACCOUNT NAME:	ATTN:	customerservice@foodconcepts.com
ADDRESS:	PHONE:	FOOD CONCEPTS, INC
CITY/STATE:	ZIP:	ATTN: KLEMENT'S COORDINATOR
PAYMENT TYPE: <input type="checkbox"/> Check (payable to Food Concepts, Inc) <input type="checkbox"/> AmEx <input type="checkbox"/> Master Card <input type="checkbox"/> Visa		2551 PARMENTER ST MIDDLETON, WI 53562
CARDHOLDER NAME:	EXP DATE:	PHONE 800-419-9324 FAX 608-831-2257
CARD NUMBER:	SECURITY CODE:	

BY SUBMITTING THIS FORM, YOU AGREE TO THE TERMS & CONDITIONS LISTED ON THE FOLLOWING PAGE

UPDATED 1/2010; PRICING VALID THROUGH 2/28/2010

ORDER NOTES/SPECIAL INSTRUCTIONS (INCLUDE REQUESTED DELIVERY DATES, PACKAGE LABELING INSTRUCTIONS, ETC)

Please read these terms and conditions carefully. They materially affect the parties' obligations. Food Concepts, Inc. will accept orders and do business only on the terms and conditions of this form.

1. **CONTRACT INFORMATION:** Food Concepts, Inc. ("Seller") agrees to sell the products and/or services ("Products") only upon the terms and condition of sale set forth herein, which supersede any of Customer's additional, different or inconsistent terms or conditions. Seller's acknowledgment includes, either directly or through incorporation by reference, these terms and conditions. If Seller does not receive written objection to any of these terms and conditions within ten (10) days or if Customer accepts delivery of the products, these terms and conditions shall be deemed accepted by Customer. The failure of Seller to object to provisions contained in any purchase order or communication from Customer shall not be construed as an acceptance of any such provisions or as a waiver of these terms and conditions. Upon Customer's receipt of an acknowledgment, Customer's order shall be noncancellable unless Seller shall consent thereto in writing.
2. **PAYMENT, TERMS AND PRICES:** Payment due prior to shipment of order. Any manufacturer's, retailer's, occupation, use, sales or excise tax, duty, custom, inspection or testing fee or any other tax, fee or charge of any nature whatsoever imposed by any government authority on or measured by any transaction between Seller and Customer shall be paid by Customer in addition to the contract price as quoted or invoiced unless Seller specifically states that such taxes or charges are included in the contract price. In the event that Seller is required to pay any such tax, fee or charge, Customer shall reimburse Seller therefore or, in lieu of such payment, at the time the order is submitted, Customer shall provide Seller an acceptable certificate exempting Seller from such tax, fee or charge. Contract prices are subject to Seller's price in effect at the time of shipment in the event of increases in the cost of labor or materials from date of any quotation or order.
3. **ACCEPTANCE OF PRODUCTS:** All claims for errors or shortages or damaged products must be made by Customer within ten (10) days after the products are received. Failure to make any claims within such time is deemed to constitute an irrevocable acceptance of products delivered pursuant to this Agreement.
4. **DELIVERY:** Delivery shall be F.O.B. point of shipment, unless otherwise stated. Risk of loss passes to Customer upon shipment. Seller shall not be liable for any costs, expenses or damages of any nature (whether general, consequential, as a penalty or liquidated or otherwise) arising out of or owing to (a) any delays in delivery or (b) accident, insurrection or riot, fires, floods, breakdown or essential machinery, priorities or embargoes, shortages, delays in transportation or inability to obtain labor, services, energy, fuels or materials from unusual sources and any other cause beyond Seller's reasonable control. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
5. **WARRANTY, EXCLUSIVE REMEDY:** Seller warrants that products manufactured by it will be free from defects in material and workmanship, under normal use and service, and when installed in accordance with factory recommendations. Seller's sole obligation to Customer under this warranty is the repair or replacement, at Seller's option, or the product or any party thereof deemed defective upon Seller's examination, for a period of one (1) year from the date of installation, and to pay the reasonable costs of labor to repair or replace such product or repair thereof. Credit for materials returned with the prior written permission of the Seller will be subject to the terms shown on Seller's material return authorization form. **GOODS RETURNED WITHOUT WRITTEN PERMISSION OF SELLER WILL NOT BE ACCEPTED FOR CREDIT. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Expenses incurred by Customer in returning, replacing or removing the products will not be reimbursed by Seller. If the defect comes under the terms of the limited warranty, the products will be repaired or replaced and returned to the Customer and the cost of return freight will be paid by Seller. The remedy of repair or replacement provided for herein is Customer's exclusive remedy.
6. **LIMITATION OF LIABILITY:** SELLER WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.
7. **PATENT INDEMNITY:** Seller at its own expense will defend and hold Customer harmless from and against all damages, costs and expenses arising from any claim of infringement of any patent, trademark registered design or other intellectual property rights caused by the products originally manufactured by Seller, provided Customer (i) has not modified such Products, (ii) gives Seller immediate notice in writing of any claim or institution or threat of suit, and (iii) permits Seller to defend or settle the same, and gives all immediate information, assistance and authority to enable Seller to do so.

Customer will defend and hold Seller harmless from and against all damages, costs and expenses whatsoever arising from any claim or infringement of intellectual property rights relating to Products incorporating a design or modification made or requested by Customer.
8. **COMPLETE AGREEMENT:** THE COMPLETE AGREEMENT BETWEEN THE SELLER AND THE CUSTOMER IS CONTAINED HEREIN AND NO ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY CUSTOMER SHALL BE BINDING UNLESS AGREED TO BY SELLER IN WRITING. No course prior dealing and no usage of trade shall be relevant to supplement or explain any terms used in this agreement. This agreement (a) may be modified only by a writing signed by both the Seller and Customer, (b) shall be governed by the Wisconsin and Illinois Uniform Commercial Code, and (c) may not be cancelled or terminated by Customer except with Seller's written consent and upon payment of Seller's loss, damages and expenses arising from any cancellation or termination. The failure of Seller to insist upon a strict performance of any of the terms and conditions stated herein shall not be considered as a continuing waiver of any such term or condition, any other term or condition, or any of the Seller's rights.
9. Both parties acknowledge and agree that Klements is a third party beneficiary under this order form agreement.