



Leading the food industry in processing and packaging solutions



Reiser
725 Dedham Street
Canton, MA 02021
Tel (781) 821-1290
Fax (781) 821-1316
www.reiser.com

August 22, 2019

The Meat Board
4216 W. Vickery
Fort Worth, TX 76107

Attention: Sam Beebe

Dear Mr. Beebe,

Following up on your recent discussions with Winfred Dickey, we are pleased to enclose our Sales Agreement #19-VV35-0584R covering our Variovac Optimus 35 Horizontal Form/Fill/Seal Vacuum Packaging machine. Please review this Agreement very carefully as it does contain detailed specifications of the equipment we are offering to you.

We are enclosing a complete set of pdf sized drawings for each die configuration that will be used on your Variovac. Proper sizing is critical to the performance of the machine and we therefore ask you to carefully double check the drawings against your actual product dimensions.

Please indicate your approval by signing and returning one copy of each drawing. This should be done at your earliest convenience as fabrication of the tooling cannot be started until we have received your approval. Notify us at once if you find discrepancies or if you have questions.

Winfred Dickey will be contacting you again soon to discuss this in greater detail. If you have any questions in the meantime, please don't hesitate to contact me at 781-821-1290 ext. 1219.

We appreciate your interest in our equipment and look forward to discussing this further with you.

Very truly yours,

ROBERT REISER & CO., INC.

Michael Mellor
Vice President
Regional Manager
MM/mc

Enc.

cc: Win Dickey, Eric Sanchez, Anatoly Borisov, Jeff Greenwood, Roger Reiser, Gerold Pfeifer





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Page 1 of 5

ITEM NO.	QTY.	DESCRIPTION	AMOUNT
1.	1	VARIOVAC OPTIMUS 35 Horizontal Form/Fill/Seal Vacuum Packaging Machine 3,500mm frame length Nominal web width: 320mm (12.60") RA0100 Vacuum Pump	\$ 76,900
2.	1	Master Die Set 320mm x 200mm Index Maximum Form Depth 90mm (3.54") Dependent on Film and Pocket Size Evacuation through Top Die (NTW)	\$ 11,900
3	1	Total Seal Plate 200mm Index	\$ 900
.	1	Die Divider Set 2.1 for use in Master Die 320mm x 200mm To Package "Ribeye"	\$ 2,100
4		Pocket Dimensions: 135mm x 183mm (5.31" x 7.20") Package Dimensions: 150mm x 200mm (5.91" x 7.87") Packs per Index: 2 (2 Tracks, 1 Rows) See Package Layout TMB001	
5.	2	Custom Forming Inserts for use with 2.1 Divider To Package "Ribeye" Pocket Size and Shape TBD	\$ 2,000
6.	1	Die Divider Set 3.1 for use in Master Die 320mm x 200mm To Package "Strip Steaks" Pocket Dimensions: 85mm x 183mm (3.35" x 7.20") Package Dimensions: 100mm x 200mm (3.94" x 7.87") Packs per Index: 3 (3 Tracks, 1 Rows) See Package Layout TMB002	\$ 2,600
7.	3	Custom Forming Inserts for use with 3.1 Divider To Package "Strip Steaks" Pocket Size and Shape TBD	\$ 2,850





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ITEM NO.	QTY.	DESCRIPTION	AMOUNT
8.	1	Die Divider Set 3.2 for use in Master Die 320mm x 200mm To Package "Filets" Pocket Dimensions: 85mm x 83mm (3.35" x 3.27") Package Dimensions: 100mm x 100mm (3.94" x 3.94") Packs per Index: 6 (3 Tracks, 2 Rows) See Package Layout TMB003	\$ 4,300
9.	6	Custom Round Forming Inserts for use with 3.2 Divider To Package "Filets" Pocket Size and Shape TBD	\$ 5,400
10.	1	In-Line Vacuum Filter (Clear-Vu Type)	\$ 800
11.	1	Central Chain Lubrication	\$ 700
12.	1	Water Chiller – JH500	\$ 4,400
13.	1	Discharge Conveyor	\$ 2,400
14.	1	Film Trim Removal - Vacuum Trim Canister	\$ 3,200
15.	2	Cross Cut Assembly, Guillotine Straight Cut	\$ 7,600
16.	1	Longitudinal, Rotary Knife Cutting System For 2 Lane	\$ 500
17.	1	Longitudinal, Rotary Knife Cutting System For 3 Lane	\$ 550
18.	1	Code Dating (reciprocating Wet-Ink Type) Machine Preparation and Bracket 2 x Stainless Steel Platen Code Dater - 2 heads	\$ 5,700
Total (Base and Options)			\$ 102,750
Die and Dividers			\$ 32,050
<u>TOTAL</u>			\$ 134,800
<u>OPTION</u>			
1.	1	Dancer Unwind – Non-forming Film	\$ 2,400





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Utility Requirements:

Air: Approx. 15 cfm @ 100 PSI Dry constant supply
 Electric: Varies due to Machine Configuration and Speed
 220 volts, 3 phase, 60 Hertz
 Any lower voltage must be boosted to 220 volts

Optional:

Water Chiller: JH500 – 120VAC, 20A

Film Specifications:

Forming film:
 322mm, +2, -0mm
 76mm (3") ID HSC (high speed core)
 Sealant layer wound in
 320mm (12.60") maximum roll diameter
 Non-forming film:
 305mm, +1, -0mm (NTW – narrow top web)
 76mm (3") ID HSC (high speed core)
 Sealant layer wound in
 320mm (12.60") maximum roll diameter





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ITEM NO.	QTY.	DESCRIPTION	AMOUNT
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The above prices are guaranteed for a period not to exceed 30 days from the date of this proposal.

The above prices are FOB truck Canton, MA. All freight charges and taxes are for the account of the customer. We would be willing to lease you the equipment described in our offer for a period of 48 months with the up-front purchase of the die and dividers. At the end of the 48 months, you would have the option to return the equipment with no further obligation freight prepaid to Canton, Massachusetts or to purchase the equipment for \$1.00.

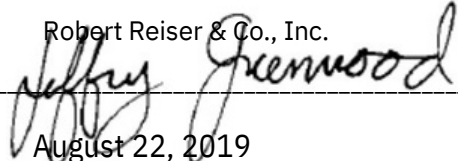
Accessories ordered after shipment will be subject to installation fees and may extend the installation period.

The prices outlined in our offer include the services of our specialist to supervise the installation of our equipment and to instruct your personnel in its operation and maintenance. The specialist will be available for up to five weekdays. An additional specialist for the first five weekdays, or a specialist for an additional five weekdays after the first week, could be available for an additional charge of \$3,900. An additional charge of \$1,500 per day per specialist will apply for weekend and/or holiday work.

Confirmation of final package and product specifications may affect the machine layout and final pricing.

Testing of the machine requires 1,000 running meters of original top and bottom film being delivered free of charge to Reiser in Canton MA, at least 3 weeks prior to the scheduled shipment.

THE UNDERSIGNED HAS READ & ACCEPTED THE ABOVE INCLUDING THE TERMS AND CONDITIONS ENCLOSED.

ACCEPTED:	Robert Reiser & Co., Inc.
BY: _____	BY: 
DATE: _____	DATE: August 22, 2019

PLEASE SIGN AND RETURN ONE COPY OF THIS CONTRACT

.....

TERMS AND CONDITIONS

Robert Reiser & Co., Inc. ("Reiser") and the customer identified in this agreement ("Customer") agree that the following terms and conditions shall govern the delivery of the equipment ("Equipment") as defined above:

1. ~~Price, Taxes, Risk of Loss, Freight, Sales, Use, and Like Taxes.~~ Any such charge or tax Reiser may be required to collect or pay at any time, before, upon, or after the sale or delivery of the Equipment, including any hereinafter enacted importation tax, duty or fee, shall be paid by Customer. Risk of loss shall pass to Customer at the FOB point.

2. Cancellation. Reiser may cancel this agreement upon five days prior written notice to Customer. Within ten days after such termination, Reiser shall return to Customer any funds theretofore received hereunder from Customer. Customer may cancel this agreement prior to shipment of the Equipment by Reiser and upon: (a) ten days prior written notice to Reiser; and (b) payment to Reiser of a cancellation fee in the amount of 75% of either the purchase price for the Equipment or aggregate lease payments, as the case may be (less the amount of funds theretofore received by Reiser from Customer hereunder), as liquidated damages and not as a penalty.

3. Installation. In connection with the installation and delivery of the Equipment to Customer at its plant, and at any time during the ninety-day period thereafter, Reiser shall, without charge to Customer and no later than thirty days after it receives written notice from Customer that (a) the Equipment is in place at Customer's plant; (b) utilities for the Equipment are available; (c) packaging material and/or product are on hand, make available to Customer's employees at the location of the Equipment a Reiser serviceman to supervise and instruct Customer's employees in the installation, operation and maintenance of the Equipment for a period not to exceed five consecutive business days. Thereafter, service shall be available to Customer at Customer's premises, at Customer's expense, for the then prevailing daily rates plus reasonable travel and lodging expenses of service personnel, pursuant to execution of a purchase order or other written agreement.

4. Warranty. Reiser warrants that the Equipment will, upon delivery to Customer, conform to the description and specifications set forth herein and will be free from defects in material and workmanship. Reiser shall repair or replace, at its option, any part or parts comprising the Equipment which become defective during the six-month period following first delivery of the Equipment to Customer. In addition, either Customer or Reiser may terminate this agreement at any time during the two-week period following the date the Equipment is first installed and operable if: (a) Customer notifies Reiser that the Equipment does not conform to the description and specifications set forth herein, setting forth in detail each instance of non-conformance; and (b) Reiser states that it is unable to cure such alleged defect. In such event and no later than ten days following said two-week period, Customer shall at Customer's expense, crate and deliver (freight prepaid) the equipment to Reiser's Canton, Massachusetts plant. All risk of loss and damage to the Equipment (while at Customer's plant and while in transit) shall be borne by Customer until delivery to Reiser. If the Equipment is not delivered to Reiser within the period above stated, the Equipment shall be deemed accepted by Customer and to conform to such description and specifications. The warranty set forth in this Section 4 shall be void and of no further force and effect if Customer: (i) fails to follow Reiser's maintenance specifications; or (ii) modifies the Equipment without Reiser's prior written consent.

5. Limitation of Liability. THE WARRANTY SET FORTH IN SECTION 4 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SECTION 4 SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY AND REISER'S ENTIRE LIABILITY OR PROPERTY. DAMAGE, NOR SHALL IT HAVE OBLIGATIONS OR LIABILITIES FOR ANY LOST PROFITS OR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PRODUCT LOSS OR FILM LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH. REISER'S LIABILITY HEREUNDER FOR DAMAGES INCLUDING BUT NOT LIMITED TO PATENT AND COPYRIGHT INFRINGEMENT SHALL NOT EXCEED THE AGGREGATE SUM PAID HEREUNDER BY CUSTOMER TO THE DATE THE AMOUNT OF SUCH LIABILITY IS DETERMINED.

6. Federal Acceptance. Reiser shall conform to and be in compliance with all known, applicable rules and regulations governing acceptance by the United States Department of Agriculture, FSIS. Inasmuch as the United States Department of Labor does not issue acceptance letters, Reiser cannot guarantee that the Equipment will comply with the Federal Occupational Safety and Health Act and the regulations issued thereunder.

7. Patent and Copyright Indemnification. If notified promptly in writing of any action brought against Customer based on a claim that the Equipment infringes a United States patent or copyright, Reiser will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that Reiser shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Customer's use of the Equipment by reason of infringement of a United States patent or copyright, Reiser will, at its option and at its expense, as its sole obligation or liability to Client (in addition to the indemnification obligations in the preceding sentence), either procure for Customer the right to continue using the Equipment, replace or modify the same so that it becomes noninfringing, or grant Customer a credit for such Equipment as depreciated and accept its return. Customer shall indemnify, defend, and hold Reiser harmless against any expense, judgment or loss for infringement of any patents or copyrights which results from Reiser's compliance with Customer's designs or specifications.

8. Intellectual Property Rights. As between Reiser and Customer, Reiser will own and hereby reserves and retains all right, title and interest in and to all copyrights, patents, trademarks, trade secrets and other intellectual property rights related to the Equipment, in each case including any derivatives, enhancements and/or modifications thereto. Customer will not (i) de-compile or reverse engineer the Equipment; (ii) modify, create derivative or collective works from, or in any way otherwise exploit the Equipment, in whole or in part; or (iii) remove from the Equipment any copyright notices, disclaimers or other indicia of ownership or restrictions on use.

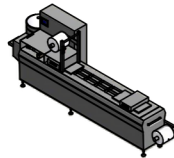
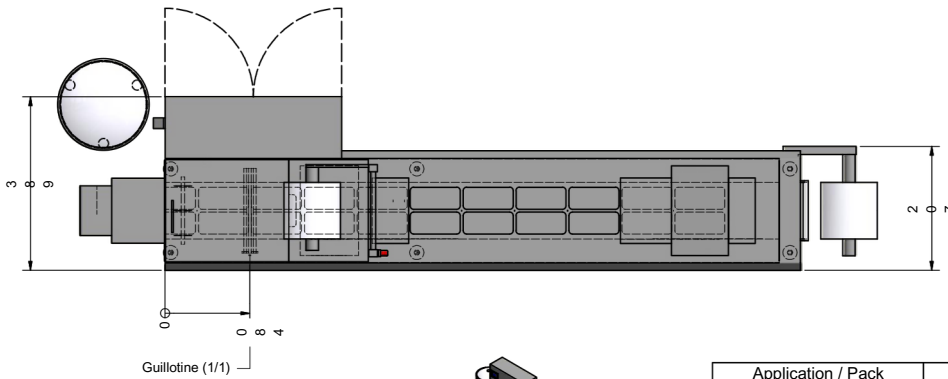
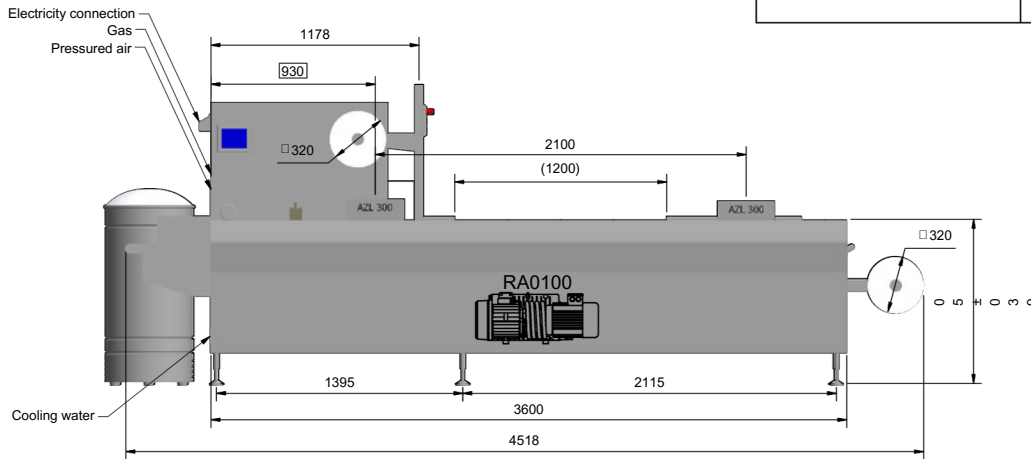
9. Security Interest/Title. Customer hereby grants Reiser a security interest in the Equipment and proceeds thereof, to secure Customer's obligation hereunder. Customer authorizes Reiser to execute financing statements to perfect such interest. Customer shall not take any action that will cause the Equipment to be a 'fixture' under the Uniform Commercial Code. Title to the Equipment shall remain with Reiser until all required payments, or any judgment therefore, have been fully paid.

10. Customer Breach. If Customer breaches this agreement, Reiser shall be entitled to commence proceedings and recover from Customer all costs and expenses associated with such proceedings, including attorneys' fees. In the event that Reiser obtains a replevin or repossession of the Equipment following a breach by Customer: (i) Customer shall waive all rights and remedies against Reiser; (ii) Reiser shall have no further obligation or liability to Customer; and (iii) Reiser shall be entitled to hold or privately re-sell the Equipment with no obligation to pay Customer any surplus, and under no restrictions or requirements whatsoever.

11. General. If any of the provisions of this agreement are invalid under law, they are to that extent deemed omitted. Customer's remedies in this agreement are exclusive. Any purchase order or similar form issued by Customer is void to the extent that it contains any terms that are contrary to, or inconsistent with, the provisions of this agreement. Customer represents that this agreement is the complete and exclusive statement of the understanding between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement, and that Customer is not relying on any representation by Reiser that is not expressly contained in this agreement. Reiser shall have the right to apply any payment(s) made by Customer to any valid debt owed by Customer. This agreement will be governed by the Laws of the Commonwealth of Massachusetts and each party hereby irrevocably agrees that any legal action or proceeding arising out of this agreement will be brought only in the Commonwealth of Massachusetts or, at the sole and exclusive option of Reiser, in the jurisdiction where the Equipment is located.

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OPTIMUS II



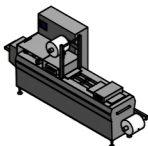
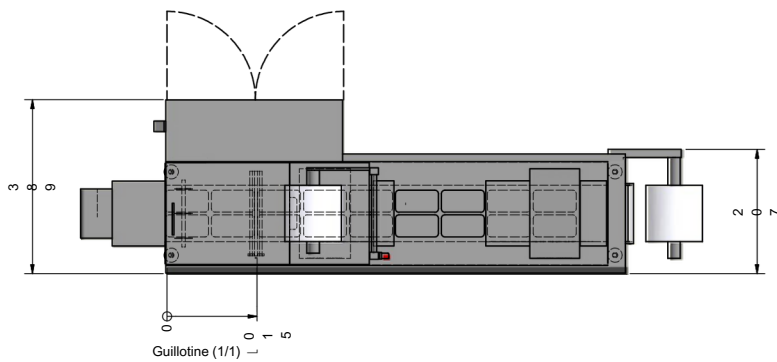
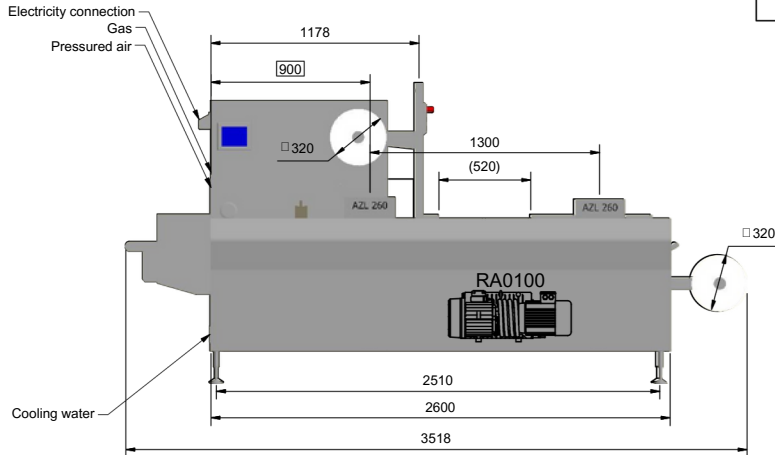
Preliminary design

Application / Pack		Machine assembly		
MAP	X	Date	RUS	
Vacuum	X	15.06.2017	Customer	
Skin		Drawn	15.06.2017	wa
Shrink		Checked	15.06.2017	wa
Ste am		Changed		
MLP		Order no.: OL0539 - 20123427		
		Format No. : 320 - 300		
		1		
		A3		

VARIOVAC PS SystemPack GmbH
Einkaufs-Str. 3, um 5
D-19246 Zarnentin
Tel. +49 (0) 38851-423 0
Fax. +49 (0) 38851-423 220

VARIOVAC
know-how in packaging

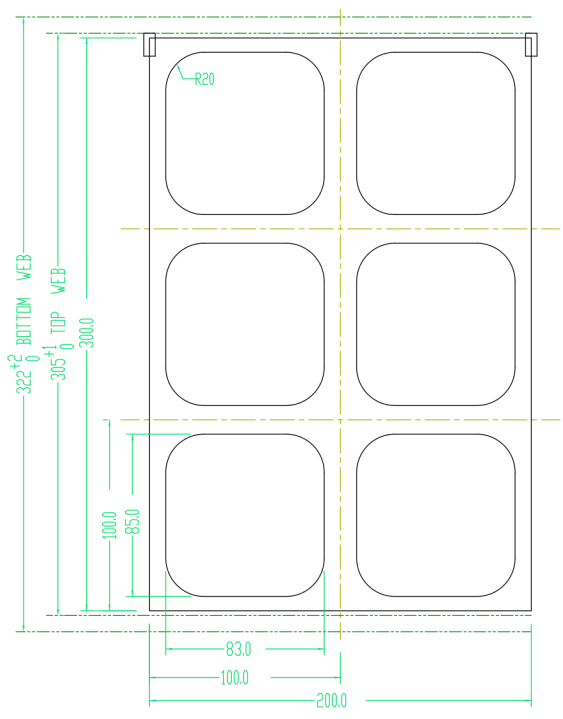
OPTIMUS II



Preliminary design

Application / Pack		Machine assembly		
MAP			Date	Name
Vacuum	X	Drawn	20.12.2016	mg
Skin		Checked	20.12.2016	WL
Shrink		Changed		
Ste am		VARIOVAC PS SystemPack GmbH Einkaufs-Str. 3, um 5 D-19246 Zarenthin Tel. +49 (0) 38851-423 0 Fax. +49 (0) 38851-423 220		
MLP		Order no.:	OL0359 - 20120506	
		Format No. :	320 - 260	1 A3

PRINTING TOLERANCE:
 -2 TO -7mm OVER
 1,000mm STRETCH
 NOTE: STRETCH DEPENDANT
 UPON FILM STRUCTURE



PLEASE SIGN AND RETURN
 AVG. DK. AS IS
 AVG. DK. AS CORRECTED
 CORRECT AND SUBMIT NEW
 DPK
 SIGNED: _____
 DATE: _____

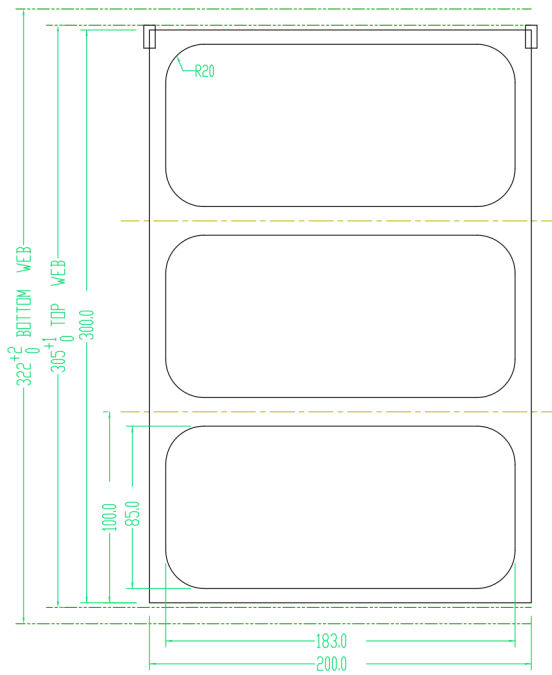


The Meat Board

MODEL	VARIDVAC OPTIMUS		TOLERANCES
SCALE	1:1	1/2" = 1"	UNLESS OTHERWISE SPECIFIED
DATE	JAG	12/26/75	3.2
200 DIE / 3.2 DIVIDER			
ROBERT REISER & CO., INC.			
705 KENNEDY BLVD., CANTON, NC 28715			
(704) 821-1276, Fax (704) 821-1216			
DESIGN	REV	DATE	THB003

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 UPON FILM STRUCTURE



PLEASE SIGN AND RETURN

DWG. OK AS IS

DWG. OK AS CORRECTED

CORRECT AND SUBMIT NEW DWG.

SIGNED: _____

DATE: _____



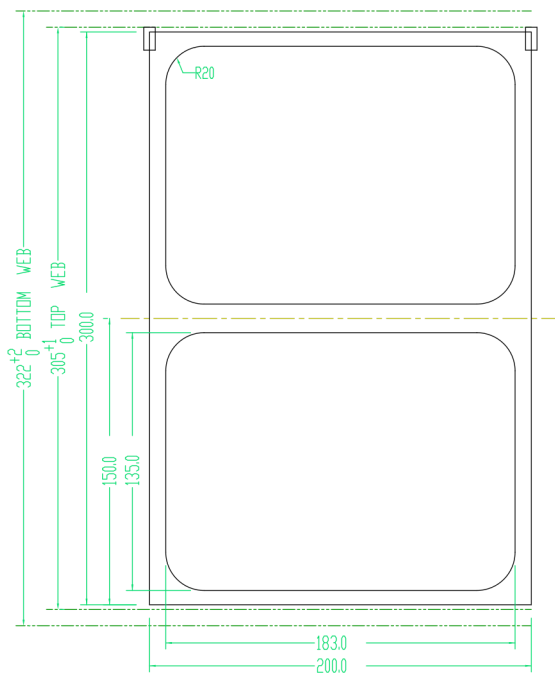
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FORM VARIOVAC OPTIMUS		TOLERANCES UNLESS OTHERWISE SPECIFIED
SCALE	1:1	1/16" = 1/8"
200 DIE / 3.1 DIVIDER		
ROBERT REISER & CO., INC. 785 KENNETH BLVD., CANTON, NC 28715 (704) 821-1296, Fax (704) 821-1285		
REVISED	DATE	THIS DATE

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 UPON FILM STRUCTURE



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 DWG. OK AS IS
 DWG. OK AS CORRECTED
 CORRECT AND SUBMIT NEW DWG.
 SIGNED: _____
 DATE: _____



The Meat Board

PART NO.		VARIOVAC OPTIMUS		REF. DIMENSIONS
DATE	REVISED BY	DATE	REVISED BY	DATE
	JAG	6/26/75		2.1
200 DIE / 2.1 DIVIDER				
ROBERT REISER & CO., INC.				
205 KENNEDY BLVD., CANTON, MA 01921				
(617) 851-1276, Fax (617) 851-1216				
REVISION	DWG NUMBER			TR0800

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