



Deposit Invoice

ROBERT REISER & CO., INC.
 725 Dedham St.
 Canton, MA 02021
 Tel: 781-821-1290 Fax: 781-821-0857

INVOICE #	1791396
DATE	09/04/24
PAGE	1 OF 1

BILL TO

PANNA CAFE EXPRESS TO GO INC
 18330 NE 2ND AVENUE
 MIAMI GARDENS, FL 33179
 UNITED STATES

SHIP TO

PANNA CAFE EXPRESS TO GO INC
 18330 NE 2ND AVENUE
 MIAMI GARDENS, FL 33179
 UNITED STATES

Rep Name PARADA

CUSTOMER NO. 105532	CUSTOMER P/O NUMBER	ORDER NO. 1528637	ORDER DATE 09/04/24	WB FDO	PAYMENT TERMS DEPOSIT DUE	REP# 51
SHIP DATE 09/04/24	SHIP VIA TRUCK	TRACKING #				

PRODUCT / DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	LIST PRICE	NET PRICE	EXTENDED NET PRICE
DEPOSIT VARIOVAC OPTIMUS 35 SALES AGR. #24-VV35-2754R3	1	0	1	170,300.00	170,300.00	0.00

20% DUE WITH ORDER
 BALANCE UPON INSTALLATION

PER REISER SALES AGREEMENT DATED AUGUST 28, 2024

Freight charges and taxes to be invoiced separately.

SUBTOTAL	SHIPPING, HANDLING & INSURANCE	MISC CHARGE	TAX	DEPOSIT	INVOICE TOTAL
0.00	0.00	0.00	0.00	34,060.00	USD 34,060.00

PLEASE REMIT TO: Robert Reiser & Co., Inc
ACH: Bank Routing Number: 021000021
Bank Account Number: 632503659
 ar@reiser.com
MAIL: PO Box 735469
 Dallas TX 75373-5469

Go Paperless! Email ar@reiser.com



August 28, 2024

Panna Manufacturing
Panna To Go
18330 NE 2nd, Avenue
Miami, FL 33179
Attention: Alexander Rueda

Dear Mr. Rueda:

Following up on your recent discussions with Ruben Parada, we are pleased to enclose our Sales Agreement #24-VV35-2754R3 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 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.

Ruben 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.

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

Very truly yours,
ROBERT REISER & CO., INC.

Michael St. Clair
Vice President
Regional Manager

MSC/fd
Enc.

cc: Ruben Parada, Matt Trenovich, Ben Lamarre, Guenter Kuhl, Andrii Misko, Alistair Thomson,
Mike Mellor





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

SALES AGREEMENT # 24-VV35-2754R3

Date: August 28, 2024

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Page 1 of 6

ITEM NO.	QTY.	DESCRIPTION	AMOUNT
1.	1	VARIOVAC OPTIMUS 35 Horizontal Form/Fill/Seal Vacuum Packaging Machine Nominal web width: 460mm (18.11") 3,500mm frame length RA0155 Vacuum Pump	\$ 89,650
2.	1	Master Die Set 460mm x 330mm Index Maximum Form Depth 90mm (3.54") Dependent on Film and Pocket Size Evacuation through Side Pins (SPGF)	\$ 15,250
3.	1	Total Seal Plate 330mm Index	\$ 1,050
4.	1	Die Divider Set 1.1 for use in Master Die 460mm x 330mm Pocket Dimensions: 405mm x 313mm (15.94" x 12.32") Package Dimensions: 420mm x 330mm (16.54" x 12.99") Packs per Index: 1 (1 Tracks, 1 Rows) See Package PAN008	\$ 2,750
5.	1	Die Divider Set 2.1 for use in Master Die 460mm x 330mm Pocket Dimensions: 195mm x 313mm (7.68" x 12.32") Package Dimensions: 210mm x 330mm (8.27" x 12.99") Packs per Index: 2 (2 Tracks, 1 Rows) See Package PAN009	\$ 4,450
6.	1	Components for Die Divider Set 2.1 for use in Master Die 460mm x 330mm (2) Oval Forming Inserts (Type I) Pocket Dimensions: Oval 196.5mm x 205mm (7.74" x 8.07") Package Dimensions: 210mm x 330mm (8.27" x 12.99") Packs per Index: 2 (2 Tracks, 1 Rows) See Package PAN010-C	\$ 1,500
7.	1	Die Divider Set 1.3 for use in Master Die 460mm x 330mm Pocket Dimensions: 405mm x 93mm (15.94" x 3.66") Package Dimensions: 420mm x 110mm (16.54" x 4.33") Packs per Index: 3 (1 Tracks, 3 Rows) See Package PAN011	\$ 4,650
8.	1	Die Divider Set 2.2 for use in Master Die 460mm x 330mm Pocket Dimensions: 195mm x 148mm (7.68" x 5.83") Package Dimensions: 210mm x 165mm (8.27" x 6.50") Packs per Index: 4 (2 Tracks, 2 Rows), See Package PAN012	\$ 4,950





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ITEM NO.	QTY.	DESCRIPTION	AMOUNT
9.	1	Components for Die Divider Set 2.2 for use in Master Die 460mm x 330mm (4) Round Forming Inserts (Type I) Pocket Dimensions: Diameter 135mm (5.31") Package Dimensions: 210mm x 165mm (8.27" x 6.50") Packs per Index: 4 (2 Tracks, 2 Rows) See Package PAN013	\$ 3,000
10.	1	Roll Away Form Die Top	\$ 4,000
11.	1	Product Support - loading area (Plastic Plates)	\$ 2,750
12.	1	Dancer Unwind – Non-forming Film	\$ 2,600
13.	1	Dancer Unwind – Forming Film	\$ 2,000
14.	1	Non-Forming Print Registration	\$ 3,050
15.	1	Gas Flush	\$ 1,050
16.	1	Central Chain Lubrication	\$ 700
17.	1	In-Line Vacuum Filter (Clear-Vu Type)	\$ 1,200
18.	3	Cross Cut Assembly, Guillotine Straight Cut	\$ 12,450
19.	1	Longitudinal, Rotary Knife Cutting System For 1 Lane	\$ 500
20.	1	Longitudinal, Rotary Knife Cutting System For 2 Lane	\$ 550
21.	1	Film Trim Removal - Vacuum Trim Canister	\$ 4,400
22.	1	Discharge Conveyor	\$ 2,600
23.	1	Water Chiller for Optimus	\$ 5,200
Total (Base and Options)			\$ 132,700
Die and Dividers			\$ 37,600
<u>TOTAL</u>			\$ 170,300

The above prices are guaranteed for a period not to exceed 30 days from the date of this proposal.





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ITEM NO.	QTY.	DESCRIPTION	AMOUNT
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Utility Requirements:

- Air: *Approx. 30 cfm @ 100 PSI Dry constant supply
*CFM varies due to Machine Configuration and Speed
- Electric: 220 volts, 3 phase, 60 Hertz
Any lower voltage must be boosted to 220 volts

Film Specifications:

Forming film:
462mm, +2, -0mm
76mm (3") ID HSC (high speed core)
Sealant layer wound in
320mm (12.60") maximum roll diameter

Non-forming film:
455mm, +1, -0mm (SPGF - side pin gas flush)
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 FOB truck Canton, MA. All freight charges and taxes are for the account of the customer. Our payment terms are 20% of purchase price with order, balance due upon the earlier of installation or thirty (30) days after equipment is ready for shipment.

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: **Panna Manufacturing**

BY: Alexander Rueda

DATE: 9/3/2024

Robert Reiser & Co., Inc.

BY:

DATE: August 28, 2024

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. Prices, Taxes, Risk of Loss.** Prices are exclusive of all freight charges, 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 FOR BREACH OF THE WARRANTY SET FORTH THEREIN. REISER WILL NOT BE LIABLE FOR PERSONAL INJURY 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.** The equipment 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.