Plaintiff's Trial Exhibits

Riverside Bakery LLC v. Northgate Ovens, Inc., Case No. 2026-CV-0417 (fictional example)

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EXHIBIT

1

Equipment Supply and Service Agreement

January 15, 2025

Signed agreement for the DX-40 oven, with the temperature warranty (Section 3) and the return remedy (Section 5).

EQUIPMENT SUPPLY AND SERVICE AGREEMENT

This Agreement is made on January 15, 2025 between Northgate Ovens, Inc. and Riverside Bakery LLC.

1. Equipment.

Northgate Ovens, Inc. ("Seller") will deliver and install one Model DX-40 double-deck convection oven (the "Oven") at Riverside Bakery LLC's ("Buyer") production kitchen no later than March 3, 2025.

2. Price.

Buyer will pay $48,600.00: a deposit of $12,150.00 on signing and the balance within thirty (30) days after installation is complete.

3. Warranty.

Seller warrants that the Oven will hold any set temperature between 250 and 500 degrees Fahrenheit within plus or minus 10 degrees for twenty-four (24) months after installation. Seller will repair or replace any part that fails this warranty within five (5) business days after written notice.

4. Service.
Seller will perform a calibration visit every ninety (90) days during the warranty period and will record each visit in a service log left with Buyer.

5. Remedies.
If Seller cannot make the Oven meet the warranty after two repair attempts, Buyer may return the Oven and Seller will refund the price paid, less reasonable use.

6. Notices.
Notices under this Agreement must be in writing and delivered by email with a copy by first-class mail to the addresses on the signature page.

7. Governing Law.
This Agreement is governed by the laws of the state where Buyer's kitchen is located.

8. Entire Agreement.
This Agreement is the parties' entire agreement about the Oven and replaces all earlier proposals and quotes.

NORTHGATE OVENS, INC.	RIVERSIDE BAKERY LLC
_____	_____
By: Paul Osterman, Sales Director	By: Dana Whitfield, Owner

EXHIBIT

2

Purchase Order RB-2025-014

January 20, 2025

Riverside Bakery LLC

Purchase Order RB-2025-014

Date: January 20, 2025

Item	Qty	Unit price	Amount
Model DX-40 double-deck convection oven	1	$46,900.00	$46,900.00
Delivery and installation	1	$1,700.00	$1,700.00
		Total	**$48,600.00**
		Deposit paid	**$12,150.00**

EXHIBIT

3

Emails between D. Whitfield and P. Osterman about the oven running hot

June 9 - July 1, 2025

From: Dana Whitfield
To: Paul Osterman
Sent: June 9, 2025 7:42 AM
Subject: Oven still running hot

Paul, the top deck ran 47 degrees over the set point again this morning. We lost two full racks of sourdough. This is the third time since April. When can your tech come out?

From: Paul Osterman
To: Dana Whitfield
Sent: June 9, 2025 11:15 AM
Subject: RE: Oven still running hot

Dana, sorry to hear it. Our tech is booked through the 20th. I can get someone there on June 23. In the meantime try setting it 40 degrees lower.

From: Dana Whitfield
To: Paul Osterman
Sent: June 9, 2025 12:02 PM
Subject: RE: Oven still running hot

Two weeks is not five business days. Please treat this email as written notice under section 3 of our agreement. We need the repair this week.

From: Paul Osterman
To: Dana Whitfield
Sent: June 12, 2025 4:30 PM
Subject: RE: Oven still running hot

Dana, we replaced the top-deck thermostat today. Our tech says it is holding within spec. Let me know if anything changes.

From: Dana Whitfield
To: Paul Osterman
Sent: July 1, 2025 6:55 AM
Subject: RE: Oven still running hot

It changed. 52 degrees over this morning. That makes two repair attempts. Under section 5 we are asking you to take the oven back and refund the price.

EXHIBIT

4

Northgate service log for the DX-40

March 3 - July 2, 2025

Northgate Ovens - Service Log - Model DX-40, Serial NG-DX40-88213

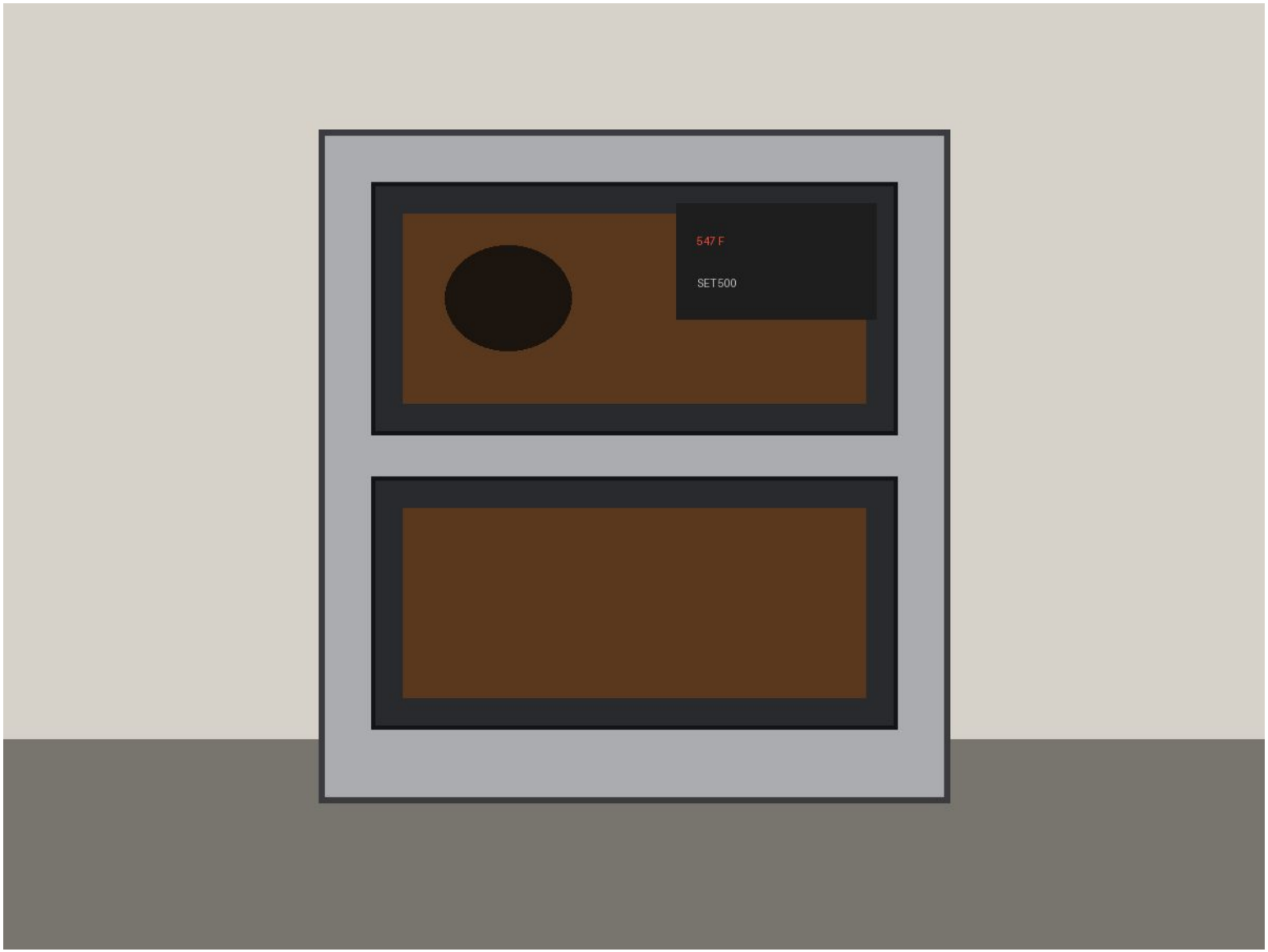
Date	Technician	Work done	Reading	Signed
Mar 3, 2025	R. Lindqvist	Installed, calibrated both decks	+/- 4 F	RL
Apr 18, 2025	R. Lindqvist	Top deck over temp; reset controller	+31 F	RL
Jun 2, 2025	T. Okafor	Quarterly calibration	+12 F	TO
Jun 12, 2025	T. Okafor	Replaced top-deck thermostat	+/- 6 F	TO
Jul 2, 2025	T. Okafor	Top deck over temp; no fault found	+52 F	TO

EXHIBIT

5

Photo of the oven display reading 547 F at a 500 F set point

July 1, 2025



RBK000007

EXHIBIT

6

Letter demanding return and refund under Section 5

July 8, 2025

July 8, 2025

Northgate Ovens, Inc.
Attn: Paul Osterman, Sales Director

Re: Return of Model DX-40 oven and refund under Section 5

Your technicians have now tried to repair the oven twice (June 12 and July 2, 2025). It still fails the temperature warranty in Section 3 of our January 15, 2025 agreement.

Under Section 5 we are returning the oven. Please collect it within ten days and refund the $48,600.00 we paid, less any reasonable use you can show.

Sincerely,

Dana Whitfield, Owner, Riverside Bakery LLC