

TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase “Terms” apply where incorporated by Purfoods, LLC. Purfoods, LLC is “Buyer”, and the respective seller is “Seller”.

PRODUCT SPECIFICATIONS: If Product does not meet Specifications, or is otherwise defective, Buyer may reject the Product and return it to Seller at Seller’s expense. Payment for Product does not eliminate Seller’s warranty or obligations hereunder, and Seller shall be fully liable for any latent defects in the Products that are not immediately discovered by Buyer upon inspection.

SHIPMENT/ RISK OF LOSS/ RECORDS: Seller shall prepare, label and pack for shipment all Commodity Products in accordance with good commercial practices and carriers’ requirements to ensure safe delivery and freedom from damage, and to secure the lowest transportation rates. Buyer will not pay charges for packing, crating, shipping or delivery, unless otherwise stated herein. Seller shall mark each container of Product with this Order number, the Buyer’s item number, and shall include a bill of lading listing this Order number and Buyer’s item number in each package. Any other documents required are noted on the Contract. Seller shall be responsible and bear the risk of loss or damage to the Products for all product Free on Board (FOB) Buyer’s dock. Buyer assumes responsibility and bear risk of loss or damage for (FOB) Seller’s dock. Seller shall maintain manufacturing and shipment records for at least three (3) years from the date of Seller’s shipment.

GENERAL TERMS AND CONDITIONS: The terms herein and in the attached Contract shall constitute the complete and exclusive statement of terms and conditions of the contract between the parties. No other documents, conditions, understandings, agreements, assignment, purchase order, confirmation or acknowledgement purporting to modify or vary the terms of this Contract shall be binding upon the parties unless the same shall be made in writing and signed by an authorized signatory of both parties. Seller’s (a) execution of this Purchase Order; (b) failure to refuse Buyer’s PO within 48 hours of receipt then said order is deemed acknowledged and accepted by Seller (c) commencement of work on the Products; or (d) shipment of the Products, whichever occurs first, shall all be deemed Seller’s acceptance of the terms and conditions of this Order. Any arbitration or litigation shall be held in Iowa. The representations, warranties, liability and indemnities shall survive the termination of this Contract. No part of these terms shall apply to a purchase to the extent prohibited by applicable law or regulation.

WARRANTIES: Seller hereby represents, warrants, and covenants that all Commodity Product supplied to the Buyer shall: (a) be free from all pathogenic bacteria, and, unless otherwise labeled, all known allergens; (b) are wholesome and fit for human consumption and shall not be adulterated or misbranded within the meaning of the US Food Drug & Cosmetic Act, as amended, nor are they goods which may not, under the provisions of the Act, be introduced into interstate commerce; (c) not infringe the intellectual property rights of any third party, foreign or domestic; (d) not provide products that contain any chemicals that are included in the list of chemicals known to the state of California to cause cancer or reproductive toxicity as listed in California’s Proposition 65 without advising Buyer of the appropriate warning language; (e) comply with the Product Specifications; and (f) be free from defects. Seller further warrants that it will comply with all regulatory and

statutory laws and applicable industry good manufacturing practices and good agricultural practices where applicable, and will notify Buyer immediately if Seller learns or becomes aware of any potential quality, safety, regulatory, intellectual property, product liability, labeling problem, or other legal or safety issues, including, without limitation, Product contamination or adulteration. To the extent required by applicable law or regulation, Seller (a) will comply with Executive Order 11246, 41 CFR Part 60-1.4; (b) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other protected status covered by state or local law; (c) shall abide by the requirements of 41 CFR Parts 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. To the extent required by applicable law or regulation, Seller warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, 41 CFR Ch. 60 (in particular the record keeping requirements at 41 CFR Sec. 60-1.12), 29 CFR part 471 (appendix A to subpart A), which are incorporated herein by reference, and any other applicable state and local laws relating to equal employment opportunities and affirmative action. Seller hereby represents and warrants that neither Seller, nor any of its employees or independent contractors are, and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, nor have they been debarred from any federal procurement or non-procurement program. Seller hereby agrees to immediately notify Buyer of any threatened, proposed, or actual exclusion from any federally funded program, including Medicare and Medicaid, or any threatened, proposed, or actual debarment from any federal procurement or non-procurement program and will discharge any employee or independent contractor who becomes debarred. In the event that Seller is excluded by any federally funded health care program, debarred from any federal procurement or non-procurement program, or it is determined that Seller is in breach of this section, Buyer may terminate the purchase.

CLAIMS: Without prejudice to any other rights or remedies Buyer may have (whether express or implied), if Seller fails to supply the Commodity Products or perform its obligations in accordance with this Contract, including, but not limited to a breach of the warranties described above, then Buyer may, but not be obligated to, and whether or not Buyer has accepted the Commodity Products: (a) immediately terminate the individual Sales Contract by giving written notice to Seller with no further sums due from Buyer to Seller, provided that Buyer is up to date with its payments; (b) reject the Commodity Products, in whole or in part, and return them to Seller at Seller's own risk and expense; (c) require Seller to repair, repackage or replace the rejected Commodity Products, or to provide a full refund of the price for the rejected Commodity Products; (d) refuse to accept any subsequent delivery of the Commodity Products which Seller attempts to make; (e) where Buyer has paid in advance for Commodity Products that have been provided by Seller, require such sums be refunded by Seller; (f) claim damages for any costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's breach of these Terms & Conditions, or the failure to deliver the Commodity Products on the due date specified herein, including, but not limited to charges levied against Buyer by its customers for late delivery; and/or (g) obtain replacement products from an alternative supplier and recover from Seller any additional

expenditure incurred by Buyer in obtaining replacement Commodity Products from another supplier.

ARBITRATION: Any controversy or claim arising out of this Contract may be settled in binding arbitration in accordance with applicable trade rules.

ASSIGNMENT: Seller shall not assign, subcontract, transfer nor delegate any part of this Contract without the Buyer's prior written consent. Any assignment, subcontract, transfer or delegation shall be null and void.

INDEMNIFICATION: Seller, its parents & affiliates hereby agree to indemnify and hold harmless Buyer, its Affiliates and their officers, directors, managers, employees, agents, servants and other vendors from and against any and all claims, causes of action, suits, demands, damages including consequential damages, costs and expenses (including legal expenses, attorney's fees, and punitive damages), losses or liabilities, settlement amounts, royalties, or charges of any kind related to this Contract arising out of or attributable to, resulting from or relating to, directly or indirectly: (a) Supplier's breach of any representation, warranty, covenant or other obligations of Supplier; (b) any recall in connection with this Contract; (c) bodily injury and/or death or any damage to property, to the extent caused by any known or unknown defect in the Products; (d) any negligent, or wrongful act or omission by the Seller, its employees, agents or subcontractors.

CONFIDENTIALITY: Without Buyer's prior written consent, Seller, its parents & affiliates shall not: (a) disclose or use any proprietary or Confidential Information provided by Buyer for any purpose other than performing this Contract; (b) announce, publicize or discuss with third parties the subject matter of this Contract; (c) include Buyer's name or trademarks in any sales materials; or (d) disclose that Buyer is Seller's customer.

LIMITATION OF LIABILITY: Buyer shall not be liable for anticipated profits, special, indirect, punitive, incidental or consequential damages, or penalties of any kind. Buyer's sole liability for any claim arising out of, in connection with, or resulting from this Contract or from performance or breach hereof shall in no case exceed the price allocable to the Commodity Product sold hereunder giving rise to the claim. Seller must commence any action against Buyer arising from this Contract within one (1) year from date the claim accrues.