

GENERAL TERMS AND CONDITIONS OF PURCHASE (NON-EQUIPMENT) (REVISED 02-28-2022)

1. GENERAL. These General Terms and Conditions of Purchase (collectively, the "Terms") set forth the terms and conditions pursuant to which TH Foods, Inc. ("Buyer") will purchase from Vendor the goods ("Goods") and/or services ("Services") described in Buyer's Purchase Order (the "Order").

2. ACCEPTANCE. This Order constitutes Buyer's offer to purchase the Goods and/or Services from Vendor. This Order expressly limits acceptance to the Terms stated herein and any additional terms and conditions incorporated herein by reference or annexed hereto by Buyer. (For clarity, even though Vendor's Quote, Quote Number and/or other Vendor document is or may be referenced in this Order, such reference is for convenience only and refers only to the general description of the Goods and/or Services to be purchased/rendered and not the terms of sale. Any additional, inconsistent and/or contrary terms and conditions set forth in Vendor's quote or other Vendor sales document(s) are rejected by Buyer and shall not become part of this Order and the agreement between the parties, unless otherwise specifically referred to and expressly agreed in writing by Buyer. Acceptance of this Order by Vendor shall occur upon Vendor's (a) written acceptance or confirmation of this Order or (b) commencement of (i) performance of Services or (ii) production of Goods pursuant to this Order.

2A. CHANGES. No changes or modifications shall be made to this Order unless mutually agreed in a written addendum referring to this Order and signed by authorized representatives of Buyer and Vendor.

3. INVOICES/PAYMENT TERMS. (a) All invoices shall be consistent with, and submitted in accordance with the payment terms set forth in this Order and shall contain Buyer's purchase order number, item number, item description, quantities, unit prices, extended totals, and Vendor's packing slip number. Vendor shall furnish to Buyer bills of lading, express receipts, or other proof of shipment/delivery. Payment of invoices shall not constitute acceptance of Goods or Services by Buyer, and shall be subject to adjustment for errors, shortages, defects, or other failure of Vendor to meet the requirements of this Order. All payments shall be credited by Vendor against the invoice(s) referenced on the payment. (b) Payment shall be made in accordance with the payment terms agreed upon between Vendor and Buyer at the initiation of their relationship and after delivery of conforming Goods to Buyer's facility or completion of the performance of the Services (as applicable) and Buyer's receipt of a proper invoice. To the extent that payments terms include a discount period and net terms (for example, 2% 15 days, Net 45), (i) the discount period shall commence upon receipt of conforming Goods or Services or a proper invoice, whichever occurs later, and (ii) payment shall be deemed to have been made within the discount period (A) if the payment is dispatched electronically within such discount period or (B) if mailed, the date printed on the check is within the discount period. (c) Buyer shall have no responsibility or liability whatsoever relative to any failures/delays in payment or otherwise in the event that any invoices, packing slips, bills of lading, of other documentation and/or communications do not bear Buyer's purchase order number. Any credits due to Buyer shall be issued within five (5) days after Buyer advises Vendor of any defective Goods or Services (or other event entitling Buyer to a credit) or mutual agreement of the parties.

4. DELIVERY. Time and quantity of shipment/delivery of the Goods and performance of Services are of the essence of this Order. If Vendor fails to timely deliver the Goods or perform the Services (on or prior to the "Date Required" set forth on the Order), (a) Buyer, at its option, may extend the period for shipment or performance for a reasonable period of time as determined by Buyer and/or (b) if Buyer does not so extend the period of performance and/or delivery of the Goods or Services, Buyer may, at its sole discretion, upon written notice to Vendor and without further liability and/or prejudice to all rights or remedies of Buyer, terminate this Order immediately, and upon any such termination, Vendor shall refund all amounts paid by Buyer to Vendor for the Goods and Services prior to the date of termination. Unless otherwise provided in this Order, Vendor shall (x) secure and arrange for transportation of the Goods pursuant to this Order at its sole cost and expense and (y) ship the Goods in an appropriate and suitable manner via a carrier of good repute and standing selected by Vendor. All Goods must be packed and properly marked in accordance with any instructions contained in this Order, and if no instructions are so contained, Vendor shall pack and mark all Goods in a manner that will provide for efficient handling and preclude damage to the Goods. All packaging must conform to the requirements of the carrier's tariffs. Packing lists and Certificates of Analysis (as required by Buyer) must accompany each shipment. Immediately after the completion of the loading of the Goods, Vendor shall advise Buyer in writing of the shipment of the Goods, which such advise shall include the Order number, the name of the transportation company, the point of shipment and delivery, the description of the Goods and packing, the quantity loaded, the proposed invoice amount and other essential information to enable Buyer to prepare to receive the Goods. Quantities of Goods delivered in excess of the quantity stated in this Order may be accepted or rejected in the sole discretion of Buyer.

5. PRICE. The price(s) specified in the Order are firm and are not subject to any increase. Delivery/shipping terms shall be DDP INCOTERMS 2020 Buyer's facility (destination point Loves Park, Illinois, Caledonia, Illinois or Henderson, Nevada), unless otherwise specified in this Order; inclusive of loading. The risk of loss and the duty to insure all Goods for their full (100%) replacement values shall remain with Vendor until the Goods are delivered to Buyer's dock.

6. CHARGES. In the event of failure or delay in shipment and/or delivery of the Goods and/or performance of the Services due to any reason whatsoever attributable to Vendor, Vendor shall, without prejudice to any other rights or remedies Buyer may

have, reimburse to Buyer all costs and expenses incurred by Buyer as a result of or in connection with any such failure or delay.

7. WARRANTY. Vendor warrants that upon delivery of the Goods and Services to Buyer, (a) Buyer shall have good and merchantable title to the Goods and Services free of any and all restrictions, encumbrances, liens, security interests or claims of any third parties, (b) the Goods shall at all times fully conform to any and all specifications, descriptions and other documents furnished to or by Buyer, and shall be merchantable, of good material and workmanship, be free from defects in design, material, workmanship and packaging, and shall be fit or suitable for the purpose(s) intended by Buyer, (c) all Goods and Services, as applicable, manufactured, processed, packaged, labeled, tagged, tested, certified, marked, weighed, inspected, shipped and/or sold hereunder are in compliance with (i) the highest applicable industry standards, and (ii) all applicable federal, state, provincial and local laws, statutes, treaties and regulations (collectively, "Laws") (including, without limitation, all Laws relating to labor, health, safety, environment, serial and identification numbers, labeling, country of origin designation and customs requirements, as well as all FDA, toxic substances, OSHA and EPA regulations, and/or any other food safety statute); (d) Vendor shall execute and/or furnish to Buyer upon reasonable request, all certifications, guaranties and other documents regarding and verifying compliance with such Laws, including any Material Safety Data Sheet ("MSDS") as required by OSHA regulations; (e) strictly comply with all other representations and warranties made by Vendor (whether oral or written) concerning the Goods and/or Services; (f) all Goods and/or Services and their use and resale, if applicable, shall not infringe any patent, trademark, trade dress, trade name, trade secret, copyright, proprietary right or other right of any third party. All Services shall be performed in a professional, workmanlike manner and shall conform to industry standards/practices. Vendor shall be responsible for all defects of the Goods and performance of Services at any time after delivery and/or performance, notwithstanding inspection and acceptance of the Goods or Services by Buyer. Rejected Goods and Services are to be replaced at Vendor's sole cost and expense with new, conforming Goods (or Services are to be re-performed) within the fastest reasonable time after notice of rejection by Buyer. In addition, the quantity of Goods or Services set forth in this Order may be reduced by the number/volume of rejected items. In the event that Vendor fails to correct defects in or replace any nonconforming Goods (or promptly re-perform Services to Buyer's satisfaction), Buyer, after notice to Vendor, may make such corrections or replace such Goods (and have services re-performed) and Vendor shall reimburse Buyer for the costs incurred by Buyer relative thereto. Payment by Buyer shall not constitute an acceptance of Goods or Services or a waiver of any rights of Buyer hereunder or otherwise available to Buyer. Without limiting the foregoing, Vendor further represents and warrants that (a) it has fully complied with the Fair Labor Standards Act, as amended; and (b) in the event that the Order calls for a food product or additive, all of the Goods are hereby guaranteed, as of the date of delivery, to be not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and that such Goods are not produced or shipped in violation of said Act. The warranties set forth herein shall survive any inspection, delivery, acceptance, payment or further sale, and such warranties shall run to Buyer, its successors, assigns, customers and consumers of the Goods. In addition to the warranties and guaranties given, Vendor agrees that Buyer shall have all other warranties and guaranties implied or given by law.

Vendor further certifies, represents and warrants that with respect to the Goods sold to Buyer pursuant to this Order, (a) heavy metals (defined as silver, arsenic, selenium, lead, mercury, cadmium and hexavalent chromium) are not intentionally introduced into any Goods, or the packaging components, adhesives, labels, inks, dyes and stabilizers for same, and with respect to lead, mercury, cadmium and hexavalent chromium, the incidental level of these four (4) metals in the aggregate is less than one hundred (100) parts per million; (b) barium is not intentionally introduced into any Goods, or the packaging components, adhesives, labels, inks, dyes or stabilizers for same; and (c) no Goods will impart any flavor, odor or color other than as set forth in the applicable specifications. With respect to Goods sold and delivered into the United States, Vendor represents and warrants that (a) the Goods will comply with the requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the regulations thereunder, as amended from time to time, and (b) no exposure to a chemical determined thereunder to cause cancer or reproductive toxicity shall occur from any such Goods within the meaning of Proposition 65 and the regulations thereunder, unless Vendor first gives written notice of such fact to Buyer and the amount by which the level of the chemical in such Products exceeds the levels established pursuant to Proposition 65. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties.

8. INDEMNITY AND INSURANCE. (a) Vendor shall defend, indemnify and hold Buyer and its officers, directors, agents, employees and representatives harmless from and against any liability, loss, damage, penalty, cost, expense and disbursement (including attorney's fees) relative to any claim or dispute caused by, due to or relating to: (i) the Goods or Services or Vendor's performance hereunder; (ii) Vendor's breach of this Order, or any defect or adulteration of the Goods; (iii) any infringement of any patent, trademark or any other intellectual property rights of any third parties worldwide; (iv) Vendor's violation of applicable Laws; and/or (v) claims by Vendor's employees, subcontractors, or agents relating to compensation, benefits, and employer taxes or similar claims relating to such personnel, which indemnities shall survive the termination of this Order.

(b) Vendor shall maintain the following insurance: (i) Comprehensive General Liability in the minimum amount of \$2,000,000 combined single limit per occurrence with coverage for bodily injury/property damage, including coverage for contractual liability insuring the liabilities for which Vendor would be responsible in connection with this

Order, products liability, contractors protective liability, where applicable, collapse or structural injury and/or damage to underground utilities, where applicable; (ii) Automobile Liability Insurance covering bodily injury/property damage and all owned, hired and non-owned automotive equipment used in the performance of this Order in the amount of \$2,000,000 combined single limit each occurrence; (iii) Employers' Liability in the amount of \$2,000,000 each occurrence; (iv) Property Insurance covering the full value of all goods and services owned, rented or leased by Vendor in connection with this Order and covering damage to property in Vendor's care, custody and control; and (v) appropriate Workers' Compensation Insurance protecting Vendor from all claims under any applicable Workers' Compensation and Occupational Disease Act. Buyer shall be named as additional insured under Vendor's Comprehensive General Liability policy for any and all purposes arising out of or connected to this Order. Upon request, Vendor shall furnish Buyer an endorsement showing that Buyer has been named an additional insured and a certificate of insurance completed by its insurance carrier(s) certifying that insurance coverages are in effect and will not be canceled or materially changed except ten (10) days after Buyer's written approval. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Buyer's insurer, Buyer, its affiliates and their respective employees for all losses and damages covered by the insurances required in this section.

9. RECORDS/RECALL. (a) Vendor shall ensure that adequate manufacturing, sampling, dispatch and analytical records are maintained and made available to Buyer at all times in order to allow Buyer to assess the quality and destination of the Goods in the event of a product complaint, suspected defect, adulteration, contamination or other issue, or demand by a governmental authority or other party for a recall. If Buyer requests records held by a third party, Vendor shall make arrangements for the production of such records by such third party. (b) In the event that the Goods and/or Services are the subject of a recall, safety notice or other action required to bring the Goods or Services into compliance with this agreement or applicable Laws (whether initiated by Vendor, Buyer or a government or consumer protection agency), Vendor shall be responsible for all costs and expenses associated with the recall, notice or action. Vendor shall at all times follow the recall strategy established by Buyer with strict regard to all time requirements established by Buyer or applicable law. Vendor shall perform all internal investigations requested by Buyer or any governmental authority relative to any complaint or Product concern and promptly report its findings to Buyer within Buyer's requested timeline(s) at the sole cost and expense of Vendor. Vendor shall promptly reimburse Buyer for all costs and expenses incurred by Buyer related to the recall, notice or action including recalling, shipping and/or destroying the Goods and/or Services (and where applicable, any products with which the Goods or Services have been packaged, consolidated or commingled), including refunds to customers and Buyer's net landed cost of unsold goods.

10. TERMINATION. Buyer may at any time terminate this Order for convenience, in whole or in part, by written notice to Vendor, whereupon Vendor shall immediately terminate all work pursuant to the terms of such notice and without any further liability of Buyer, except to the extent set forth in the following sentences of this section. Buyer shall be liable only for the cost of Services actually performed as of the date of termination. If the Goods cannot be sold to other purchasers, Vendor shall within 30 days of the notice advise Buyer of the percentage of the Goods/work that has been completed as of the termination date ("work in progress") and Buyer shall only be responsible for payment of the dollar amount of such work in progress (subject to the following sentences of this section) in exchange for Vendor transferring such work in progress to Buyer free and clear of all encumbrances. Buyer's maximum liability for a terminated Order hereunder shall not exceed the cost to Vendor, excluding profit, overhead or losses, of the work in process less, however the agreed value of any items used or sold to other purchasers by Vendor. Buyer will make no payment for finished work, work in process or raw materials fabricated or procured by Vendor unnecessarily in advance (or in excess) of Buyer's delivery requirements. The payment provided for in this section shall constitute Buyer's sole and exclusive liability in the event this Order is terminated as provided herein. The foregoing provisions of this section shall not apply to any termination by Buyer for default of Vendor.

11. GOVERNMENTAL APPROVAL. Vendor shall obtain all governmental approvals necessary for the performance of this Order. Buyer shall not be responsible for failure or delay in obtaining any governmental approval necessary for the performance of this Order.

12. FORCE MAJEURE. If Buyer's or Vendor's performance hereunder is affected or prevented by force majeure, including without limitation acts of God, acts of terrorism, perils of the sea, war, declared or not, civil commotion, blockade, arrest or restraint of government, rulers or people, requisition of vessel, strike, lockout, sabotage, other labor dispute, explosion, accident, governmental order or regulation, or any other causes beyond the reasonable control of the affected party, then the affected party shall not be liable for loss or damage, or failure or delay in performing its obligations hereunder and may extend the time of taking delivery of the Goods or Services and performing its other obligations hereunder; provided, that if Vendor's performance is extended by more than thirty (30) days, Buyer may terminate this Order without further liability.

13. GOVERNING LAW. This Order and agreement of sale between the parties shall be deemed to have been made in Illinois, and this Order, the relationship of the parties, and any and all claims relating hereto shall be governed by and construed in accordance with the substantive internal laws (including the Illinois Uniform Commercial Code) of the State of Illinois without regards to conflicts of laws principles; provided however, that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order and that the same is expressly rejected.

14. ARBITRATION. All disputes, controversies or differences arising out of or in relation to this Order or the breach hereof, which cannot be settled by mutual accord, shall be submitted to the American Arbitration Association for arbitration in Chicago, Illinois, pursuant to such Association's rules for commercial arbitration. The number of arbitrators shall be three (3). The arbitrators shall have no authority to change the terms of this Order or to award punitive damages against either party hereto. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The foregoing to the contrary notwithstanding, to the extent that Buyer may be entitled to equitable relief, Buyer may bring an action in any appropriate court to obtain such equitable relief.

15. WAIVER. Any failure or delay of Buyer to require full performance by Vendor of the terms hereof shall not affect the right of Buyer to enforce the same. The waiver by Buyer of any breach of any provision of this Order in any instance shall not be construed as a waiver of any succeeding breach or waiver of the provision itself.

16. INTELLECTUAL PROPERTY/CONFIDENTIALITY. (a) Buyer has expended substantial time, effort and money in the research and development of various recipes, formulas and processes relative to the production of its products and in the process has created valuable trade secrets and intellectual property rights therein (the "IP"). All such IP shall be and remain the sole and exclusive property of Buyer and no rights of any nature whatsoever are granted, or shall be deemed to be granted, to Vendor by this Order, Buyer's purchase of Goods and/or Services from Vendor or otherwise. Furthermore, Vendor agrees that Buyer shall have the right to utilize the Goods and/or Services provided by Vendor without restriction and that Vendor shall indemnify and defend Buyer in the event that a third party shall claim that the Goods and/or Services or the use thereof infringe the rights of any such third party. (b) During or in conjunction with the delivery and performance of this Order, Vendor may have access to certain information relating to Buyer's business including, but not limited to, data, documents, records and other materials, written, electronic or in other media, relating to or constituting Buyer's IP, financial, sales, and operations information, documents, records, opinions, analyses, charts, computer programs, product designs, shapes, concepts, formulas, recipes, ingredients and flavors, requirements, manufacturing/baking processes, techniques, systems, machinery, procedures, and technology, marketing information, and any other information whatsoever owned and/or used by Buyer (collectively, "Confidential Information"). It is essential that all Confidential Information be retained in strict confidence. Accordingly, all Confidential Information of Buyer shall (i) be held in strict confidence by Vendor, (ii) not be disclosed by Vendor to any third party whatsoever and (iii) not be used by Vendor for any purpose whatsoever other than for the benefit of Buyer. In addition, Vendor shall not disclose to others, directly or indirectly, the fact that it has an interest in this Order or is supplying Goods or Services to Buyer. (c) Any disclosure or misappropriation of any IP or other Confidential Information in violation hereof by Vendor would cause the Buyer irreparable harm, the amount of which may be difficult to ascertain and, therefore, Vendor agrees that Buyer shall have the right to apply to a court of competent jurisdiction for an order restraining any such threatened or further disclosure or misappropriation and for such other relief as the Buyer shall deem appropriate (without the posting of any bond, which Vendor waives), such right of Buyer to be in addition to the remedies otherwise available at law or in equity.

17. PUBLICITY. Vendor shall not issue any press release or other public statements or advertisements disclosing the fact that Vendor is supply Goods and/or Services to Buyer without the express, written consent of Buyer (which Buyer may withhold in its sole discretion. If Buyer consents to any such disclosure, Buyer shall have the right to review and approve or disapprove any such proposed external communication.

18. ENTIRE AGREEMENT AND MODIFICATION. These Terms together with the Order (and any schedules/exhibits attached thereto or referenced therein) constitute the entire agreement between the parties hereto and supersede all prior or contemporaneous communications or agreements or undertakings with regard to the subject matter hereof. This Order and these Terms may not be modified nor may any right be waived except in a writing signed by the duly authorized representatives of Buyer and Vendor. Vendor shall not assign this Order or delegate any of Vendor's rights and obligations hereunder without the express written consent of Buyer.

19. COMMUNICATIONS. For the purposes of this Order, "writing" shall also include any communications forwarded to Buyer or Vendor by email.

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