

TERMS AND CONDITIONS FOR SALE FOR PRODUCTS
(OTHER THAN RAW MILK OR BULK FLUID)

1. **Supply.** Subject to these Terms and Conditions (“Terms”), Seller shall sell to Buyer, and Buyer shall purchase from Seller, those volumes of products (“Product”) ordered by Buyer pursuant to a purchase order issued by Buyer and accepted by Seller from time to time (each, a “PO”). Seller is not obligated to accept any POs and may reject any PO in its sole discretion. Notwithstanding anything to the contrary contained herein, if there is a separate written agreement between the parties governing the supply of Product, such other agreement will apply, and these Terms will have no force or effect.

2. **Price; Manner of Payment.** The prices for the Product will be those agreed to by the parties. Seller shall provide invoices to Customer for Product sold hereunder and Buyer shall pay to Seller the total amount of such invoice in accordance with Buyer’s Credit Application. Failure by Buyer to make any payment when due shall constitute a material breach of these Terms. A resort to any remedy by Seller shall neither be in lieu of nor a waiver of any other remedy available to Seller at law or in equity. Buyer’s failure to make prompt and timely payment as required herein shall release Seller of any obligation to sell Product to Buyer. Upon default of payment for any outstanding invoices, Seller shall reserve the option to deduct the total outstanding invoice and any associated fees from any current letter of credit, to the extent that Buyer has provided Seller with the same. Additionally, Buyer shall, promptly upon receipt of notice from Seller, pay to Seller all costs and expenses (including, without limitation, attorneys’ fees or fees paid to a collection agency) incurred by Seller to collect any such overdue balances or charges. To evaluate Buyer’s continued creditworthiness, its financial condition and overall ability to make payments for Product, upon Seller’s request, Buyer shall deliver or cause to be delivered to Seller, a copy of Buyer’s audited or unaudited, as applicable and available, annual financial statements for the immediately preceding fiscal year, which will include a balance sheet, profit and loss statement and reconciliation of surplus of Buyer. Upon Seller’s request, Buyer shall provide to Seller, within ten (10) days from the date of such request, a copy of Buyer’s most recent unaudited monthly financial statement, prepared on a consistent basis from month to month within each fiscal year. Any and all financial statements furnished to Seller by Buyer shall be certified by Buyer’s chief financial officer (or other person reasonably acceptable to Seller) verifying that such financial statement accurately reflects the financial condition and operations of Buyer at the times and for the periods therein stated. If Seller, in the exercise of its sole discretion, determines from any credible source, including the review and examination of the financial information provided hereunder, that Buyer’s financial condition and/or performance hereunder warrants different payment terms than those provided above, then after consultation with Buyer, Seller may implement different but reasonable payment terms. Seller reserves the right to request additional financial information and/or security, to modify and adjust the manner and terms of payment as set forth above to fairly address the current financial exposure to Seller for Product sold hereunder, and/or to request adequate assurances of performance from Buyer. Whenever Seller reasonably deems itself insecure, Seller may cancel any outstanding sales or deliveries of Product to Buyer, withhold or revoke any extension of credit, or reduce any unpaid debt by right of offset, if applicable.

3. **Title; Risk of Loss.** All Delivery dates provided by Seller are approximate only. Buyer undertakes to take Delivery of the Product at the agreed date and at the agreed upon quantity and price. Buyer shall be deemed to have full knowledge of the nature of the Product and Seller shall not be liable for any loss or damage arising from the storage, handling, mixing, processing, or use of the Product, any failure by Buyer to obtain any permissions, consents, or licenses which may be necessary for the use or possession of the Product, the results of the Product following Delivery, or from willful damage, negligence, or abnormal working conditions. Title to and risk of loss of each load of Product shall pass to Buyer, and “Delivery” shall occur, (a) with respect to Product picked up by Buyer’s carrier at Seller’s facility, upon the loading of the Product onto the carrier’s trailer at Seller’s facility, or (b) with respect to Product transported by Seller’s carrier to Buyer’s facility, upon the receipt of such Product at the loading dock of Buyer’s facility.

4. **Quality of Product.** Seller represents and warrants that Seller shall comply with all laws and governmental rules and regulations applicable to the transportation, storage, and delivery of Product. Seller represents and warrants that all Product shall, at the time of Delivery, comply with Seller’s then-current standard specifications for the Product or such other specifications agreed to by the parties (“Specifications”).

5. **Inspection and Rejection of Product.** Buyer shall inspect all Product within 24 hours after Delivery. Buyer may, within such 24-hour period, reject any Product that does not comply with Seller’s warranties set forth in Section 4 at the time of Delivery (except to the extent any such failure to comply is caused by Buyer or its agents, carriers, or employees). Upon any rejection of Product by Buyer in accordance with these Terms, as Buyer’s sole remedy, and at Seller’s option: (i) Seller will deliver conforming replacement Product to Buyer at no additional charge and as soon as reasonably practicable, or (ii) the PO for such Product will be deemed canceled and Seller shall, at Seller’s option, either refund to Buyer amounts already paid to Seller for such rejected Product or give Buyer a credit to its account in such amount. Buyer’s failure to reject any Delivery of Products within 24 hours after Delivery shall be conclusive evidence that the Product has been accepted by Buyer.

6. **Routed Transactions.** In the event the transactions hereunder are “routed transactions” as such term is defined in 15 C.F.R. 30.1, then Buyer shall be responsible for filing, or causing to be filed, all Electronic Export Information (“EEI”) to the U.S. Automated Export System (“AES”) in accordance with the requirements for such transactions set forth in 15 C.F.R. 30. Seller shall provide Buyer or its agent the documents and information set forth in 15 C.F.R. 30.3(e) and Buyer shall provide, or arrange to provide, Seller with written documentation verifying that the information provided by Seller was accurately reported on the EEI, including but not limited to verification of the Internal Transaction Number (“ITN”). Alternatively, upon the request of Seller, Buyer shall provide Seller with written authorization in the form supplied by Seller, granting Seller the authority to file all EEI through AES in accordance with the requirements for such transactions set forth in 15 C.F.R. Part 30. So long as Buyer provides Seller with such authorization as referenced above, Seller agrees to file the proper EEI through the AES. Seller shall timely provide the ITN to Buyer’s authorized representatives in order for Buyer to finalize the export of Product. In the event Seller sells Product to Buyer under these Terms as a domestic transaction, and Buyer later exports Product, Buyer shall assume all responsibilities of the U.S. Principal Party in Interest. If the Product is to be exported outside of the U.S., Buyer will be responsible for obtaining and maintaining, if applicable, all international regulatory approvals and ensuring that the Specifications and all assays, analysis and other testing conducted complies with all applicable international laws and regulations.

7. **Indemnification.** (a) Seller shall defend, indemnify, and hold harmless Buyer, Buyer’s agents, officers, directors, employees, representatives, successors, and permitted assigns from and against all obligations, liabilities, damages, penalties, fines, violations, claims, causes of action, suits, judgments, costs, and expenses (including, without limitation, reasonable attorneys’ fees) (together, “Losses”) that Buyer may suffer, arising out of, resulting from or connected with (i) the misconduct of Seller or the negligent acts or omissions of Seller in the supply of Product, and/or (ii) Seller’s breach of the representations, warranties, or agreements set forth in these Terms. This indemnification is not limited to third party claims.

(b) Buyer shall defend, indemnify, and hold harmless Seller, its subsidiaries, and its affiliates, and their agents, officers, directors, employees, representatives, successors, and permitted assigns from and against all Losses that any of the foregoing may suffer arising out of, resulting from or connected with (i) the misconduct of Buyer or the negligent acts or omissions of Buyer’s employees, agents, or contractors, (ii) Buyer’s use of the Product (or products incorporating the Product) or resale of the Product (or products incorporating the Product) to third parties, and/or (iii) Buyer’s breach of any representations, warranties, or agreements set forth in these Terms. This indemnification is not limited to third party claims. The obligations of Seller and Buyer in this Section shall survive the termination or cancellation of these Terms for any reason whatsoever.

8. **Excuse for Nonperformance.** If a party’s performance of any duty or obligation is rendered impossible due to fire, earthquake, acts of terrorism,

drought, acts of God, epidemic or disease, orders, rules or regulations or acts of government relating to national defense or prosecution of war, or other causes beyond the reasonable control and anticipation of such party that were not caused by the acts or omissions of such party, no liability for non-performance caused thereby, during the time or continuance thereof, shall arise or exist. The existence of financial hardship or a change in market demand for Product or products incorporating the Product will not excuse performance of Buyer. Nothing contained in this Section shall limit Buyer's obligation to pay for Product received by Buyer.

9. **Compliance With All Laws, Rules and Regulations.** Buyer and Seller each warrants that it will in every manner of its business comply with and conform to all federal, state and local laws, rules, and regulations governing the subject matter of these Terms.

10. **Confidentiality.** Buyer shall not at any time disclose to third parties, or use for its own private benefit, any proprietary, commercial, business or technical information, trade secrets or other confidential information related to the business operations of Seller or its affiliates or any other third party ("Confidential Information") which Buyer receives from Seller, whether furnished in writing, electronically, orally, visually, or learned of by Buyer while on Seller's premises. Buyer shall return all Confidential Information to Seller upon request of Seller.

11. **Miscellaneous.**

a. These Terms, Buyer's Credit Application, and accepted POs, set forth the entire understanding between the parties relating to the subject matter hereof, and supersede all prior negotiations and understandings between the parties relating to the subject matter hereof. No modification of these Terms shall be effective unless made in writing and signed by a duly authorized representative of each party. For the avoidance of doubt, neither party shall be bound by any additional or different terms or conditions contained in any purchase order or other documents or records referencing any order or transaction (and this shall constitute each party's objections to any such terms and conditions under Section 2-207(2)(c) of the Uniform Commercial Code under applicable law). Any such additional or different terms or conditions shall be deemed mere surplusage and shall not alter the terms, conditions and provisions of these Terms.

b. Neither party may transfer, assign or otherwise convey any rights or delegate any duties or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party.

c. The failure of any party hereto at any time to require performance of any provision hereof will in no manner affect such party's right at any later time to enforce such provision. No waiver by either party of any condition or of any breach of any term, covenant or representation or warranty contained in these Terms will be effective unless given in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or waiver of any other condition or breach of any other term, covenant, representation or warranty. The remedies available hereunder are cumulative, and the exercise of any one or more of the remedies provided herein or otherwise available in law or in equity shall not be construed as a waiver of any of the other remedies available.

d. These Terms can be amended only in writing and signed by both parties.

e. These Terms and their application shall be governed by applicable laws of the State of New York, without regard to its choice of law provisions.

f. Any captions to or headings of the Sections of these Terms are solely for the convenience of the parties, are not a part of these Terms, and shall not be used for interpretation or determination of the validity of these Terms or any part thereof.

g. Whenever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law. Every provision in these Terms is intended to be severable. In the event that any provision in these Terms shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of these Terms; provided, that if any such provision may be made enforceable by limitation thereof, such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

h. Nothing contained herein shall be deemed or construed to create any partnership or joint venture between Buyer and Seller.

i. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party the costs and expenses incurred in connection with the prosecution or defense of such action, including accountants' fees and reasonable attorneys' fees.