

The Ingredient House, LLC - General Terms and Conditions of Purchase

1. **Definitions and Applicability.** As used in these General Terms and Conditions of Purchase ("Terms"): (a) "Buyer" shall mean The Ingredient House, LLC and/or, as applicable, its Affiliate(s); (b) "Seller" shall mean the party identified as the party selling goods or products to Buyer and/or, as applicable, its Affiliate(s); (c) "Product" shall mean the goods, products, articles, materials and/or equipment sold by Seller to Buyer; (d) the word "Services" shall mean the labor, if any, to be provided by Seller with respect to such Products or such other services provided by Seller to Buyer; and (e) the term "Affiliate" shall mean any firm, corporation, limited liability company, partnership, limited partnership, joint venture, or association which controls, is controlled by, or is under common control with Seller or Buyer, respectively, and shall specifically include any division, subsidiary, and any company or firm in which Buyer or Seller own an interest. Additionally:
 - (a) These Terms are the only terms which govern the purchase of Products or Services by Buyer from Seller. Notwithstanding anything herein to the contrary, if a written contract signed by both Buyer and Seller is in existence covering the purchase of the Products and/or Services covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms.
 - (b) These Terms and, as applicable, the underlying or referenced Buyer purchase order ("Order"), Seller purchase order acknowledgment or confirmation ("Sales Confirmation") and Seller invoice, constitute the entire agreement between Buyer and Seller for the purchase of Products and/or Services by Buyer from Seller (collectively, "Agreement") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, both written and oral. These Terms prevail over any of Seller's general terms and conditions or sale regardless whether or when Seller has submitted its Sales Confirmation or such terms. Fulfillment of Buyer's Order constitutes acceptance of these Terms.
2. **Delivery, Transportation and Risk of Loss.** Time is of essence of the Order. Seller shall deliver the Products in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties. Unless specified on the Order or otherwise explicitly agreed by Buyer in writing, all Products shall be delivered DDP (Incoterm 2020) Buyer's facility. Without limitation of the foregoing, Seller shall notify the Buyer promptly of any delays or threatened delays in the performance of the Order. The Buyer shall have no liability for payment for Products or Services delivered to it which are in excess of quantities specified in the Order. If Seller does not, or it appears that Seller will not, meet Buyer's delivery or work schedule, Buyer may, in addition to any other rights or remedies provided by law or the Order: (a) cancel the Order, in whole or in part, without liability to Seller except for payment for Products previously shipped and accepted or Services previously performed to the extent reasonable in amount; (b) approve an agreed upon revised delivery or work schedule; or (c) require that Seller ship via expedited routing to meet such delivery schedule or to recover the time lost. If Buyer approves a revised delivery schedule or requires Seller to ship via expedited routing, any additional transportation cost incurred as a result shall be paid by Seller. All risk of loss, damage in transit or delay in delivery of the Products ordered pursuant to the Order shall remain with Seller until delivery to and acceptance by Buyer, except where transportation of the Products is provided by Buyer's own vehicle, and then risk of loss damage in transit and delay in delivery shall shift to Buyer upon completion of loading of Buyer's vehicle by Seller. Seller shall prepare all Products for shipment so as to secure the lowest transportation rates consistent with timely delivery. Buyer will not pay for packing, cartage, drayage, storage or anything else unless stated in the Order or otherwise agreed to in writing by Buyer. Seller shall mark the identification number of the Order and enclose a packing slip showing the order number and quantity in each container or other receptacle. If not accompanied by a packing slip, Buyer's count and weight of Products shall be conclusive.
3. **Price, Terms of Payment and Setoff.** All prices to be paid for the Products ordered or Services to be performed shall be as set forth in the Order, unless otherwise expressly agreed to in writing by Buyer. All charges are included in the price and no extra charges of any kind shall be allowed unless specifically agreed to in the Order. Seller shall invoice Buyer for the Order within 30 days of delivery, unless otherwise agreed. Cash discount periods shall be computed from either the date of actual delivery of the Products or the date an acceptable invoice is received, whichever is later. Additionally:
 - (a) If Seller's current lawful price is lower than stated in the Order, the Order shall be filled by Seller at such lower price.

- (b) Any costs or expenses which Seller intends to pass on to Buyer must be reasonable, actual and necessarily incurred by Seller in the performance of the Order, and must be expressly approved by Buyer in advance in writing.
 - (c) Unless otherwise agreed to in writing by Buyer, all prices include all applicable taxes, assessments and duties, except for those for which an exemption may be claimed by Buyer.
 - (d) Buyer shall be entitled at all times to set off any amount owing at any time from Seller, or any affiliate of Seller, to Buyer, or any Affiliate of Buyer, against any amounts payable at any time by Buyer in connection with the Order.
4. **Future Taxes.** Unless otherwise agreed by Buyer in writing, all taxes, assessments, duties or any charge or increase not in effect on the date of the Order which may, prior to the completion of deliveries of Products or performance of Services, be levied by any governmental agency on products, containers for products or Services shall be the liability of Seller without recourse to Buyer.
5. **No Substitution of Materials.** No change in the Products or Services ordered under the Order, or their method of production, including substitutions or changes in materials, equipment, processing or production location shall be made by Seller, or any approved subcontractor, without the prior written consent of Buyer.
6. **Inspection, Rejection and Return of Products.** All Products and/or Services under the Order are subject to the right of inspection, approval, and acceptance by Buyer, whether or not prior payment has been made by Buyer and without regard to the passage of time. Products purchased hereunder may be inspected at Buyer's destination or Seller's plant, at Buyer's discretion. Buyer reserves the right, in addition to any other rights which it may have at law, at equity or under the Order, to reject and refuse acceptance of all or a portion of such Products or Services which are not in conformity with the Seller's warranties, as determined by Buyer. Seller agrees that time for acceptance or rejection of any shipment of Products or performance of Services shall not expire until Buyer's use of the Products in goods which it manufactures or processes which embody or employ the Products or use of any item which is an embodiment of the Services performed by Seller. Buyer shall have the right to return to Seller all or a portion of such non-conforming Products or any item representing or embodying the Services, at Seller's sole risk and expense, for full credit or refund, or require that Seller, at its sole risk and expense, correct or replace such Products or Services with conforming Products or Services within such time as Buyer may require; provided, however, that such corrected or rejected Products or Services shall not be converted or replaced by Seller without written authorization from Buyer. If Seller fails to correct or replace any non-conforming Products or Services promptly after notification and authorization from Buyer, Buyer may correct or replace such Products or Services and charge Seller for the cost incurred by Buyer thereby, equitably adjust the order price for such Products or Services, or set-off the cost hereunder, at the sole discretion of Buyer. Any Products or Services corrected, replaced or repaired by Seller shall be subject to the warranties and other terms of the Order. In the event of rejection by Buyer of all or a portion of the Products or Services, Buyer may charge to Seller and set-off against any payments due Seller all expenses of unpacking, examining, repacking, storing and shipping any Products rejected. Payment for any Products or Services hereunder shall not be deemed acceptance thereof.
- (a) Buyer's failure to inspect and accept or reject any Products or Services shall not relieve Seller from responsibility for Products which are not in conformance with the Order, nor for hidden or latent defects in any Products whether inspected or not, nor for fraud or such gross mistakes as amount to fraud, nor shall anything herein relieve Seller from the obligation to inspect and test the Products or Services covered by the Order in accordance with good commercial practices and Buyer's requirements and specifications, nor impose any liability upon Buyer for such failure or defects.
 - (b) Seller shall maintain inspection and test records pertaining to such Products and Services for a period of two (2) years after delivery of such Products and Services or as otherwise specified by Buyer or required by law and copies thereof shall be made available to Buyer at any time upon request and without charge. Such records shall include the time when, the manner in which, the persons by whom the Products or Services have been inspected and tested, and the results of such inspections or tests.
7. **Warranties.** Seller represents and warrants: (a) that it is the sole owner of the Products to be sold under the Order and that it has the unrestricted right to convey marketable title free and clear of all liens and encumbrances; (b) that the Products delivered or Services performed will conform to the Order and any description, specification, drawing or sample relating to such Products or Services; (c) that the Products shall be merchantable and fit for their particular purpose and use intended by Buyer and, if applicable, human

consumption, and that the Products or Services shall be free of all defects in design, material and workmanship, and shall be in good working condition; and (d) that all Products shall be manufactured in accordance with good manufacturing practices, and that all Products and/or Services shall conform to and be furnished in accordance with all applicable laws, rules and regulations. Seller agrees that these warranties shall run to Buyer, its successors, assigns, and customers, and the users of the Products. These warranties shall survive any delivery, inspection, testing, acceptance or payment by Buyer under the Order, and the termination of the Order for any reason. Seller acknowledges that it is an expert in producing and supplying the Products and/or Services to be purchased pursuant to the Order, and notwithstanding Buyer's acceptance of specification, samples, test data and the Products and/or Services, Seller agrees that Buyer may rely on Seller as an expert.

8. **Termination, Remedies and Limitation of Liability.** Unless otherwise agreed in writing by the parties, the term of the Agreement shall continue until each party has performed all of its obligations set out in the Agreement. Further, Buyer may terminate all or any part of the Order or this Agreement at any time: (a) if Seller commits a material breach of the Agreement; (b) if Seller, in Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Order; or (c) in the event of any proceeding by or against Seller in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Seller. Upon termination, Buyer may produce or purchase or otherwise acquire the Products or Services ordered under the Order elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess costs or other expenses incurred by Buyer. In addition, Buyer shall have all other rights and remedies provided by law, at equity and under the Order, and all of Buyer's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Buyer's only responsibility to Seller shall be the purchase price for: (a) Products previously made, delivered to, inspected and accepted by Buyer in accordance with the terms of the Order; and (b) Services performed and accepted before the date of receipt by Seller of the termination notice. In no event shall Buyer be liable for any incidental or consequential damages (including, but not limited to, lost revenue, lost profits, or data loss), punitive damages or any other indirect damages arising from this Agreement.
9. **Infringement of Proprietary Rights.** Seller represents and warrants that the sale or use of the Products will not infringe any United States or foreign patent, copyright, trademark, industrial design right, or other proprietary right. Seller shall fully indemnify, defend and hold Buyer, its Affiliates, successors, assigns, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products, harmless from and against any damage, liability, claims, loss, costs, expenses and fees {including reasonable attorneys' fees} which may be incurred on account of infringement or alleged infringement of any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right by the Products or use of the Products supplied under the Order. Buyer shall have the right to employ counsel separate from counsel employed by Seller in any proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding. In addition to all other rights and remedies Buyer has at law, at equity or under the Order, in the event Buyer, its customers or anyone selling or using Buyer's products are enjoined from the use, sale or other disposition of the Products, conditionally or otherwise, Seller shall, at no additional cost to Buyer, repurchase the Products at their purchase price and/or Buyer's products at their purchase price, and repay all costs of all shipments of such Products and products incurred by Buyer.
10. **Compliance with Laws and Supplier Code of Conduct.** Seller shall comply and warrants its compliance with all applicable laws, rules and regulations relating to the Products and/or Services to be furnished hereunder, including, but not limited to, the Federal Food, Drug, and Cosmetic Act, the Federal Nutrition and Labeling Education Act of 1990, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, and California's Transparency in Supply Chain Act, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Seller shall further comply with Buyer's Supplier Code of Conduct which can be found on <https://www.prinovaglobal.com/us/en/global-supplier-code-of-conduct> or will be sent to Seller upon its request.
11. **Recall of Products.** If Seller becomes aware that the Products or any ingredient in the Products is or may become harmful to persons or property, or that the design or construction of the Products or Services is

defective in any manner which is or may become harmful to persons or property, or if Seller otherwise breaches any of its warranties to Buyer hereunder, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, and Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those selling or using its products, and any affiliated company of Buyer, and its officers, directors, shareholders, employees, customers, agents and the users of its products, harmless from and against any and all damages, liabilities, claims, losses, costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by them arising out of, or relating or incidental to such Products or Services provided by Seller, including, without limitation, any costs associated with recalling products developed, manufactured, or created by Buyer with the aid of such Products or Services. Buyer may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities. Should Buyer, either voluntarily or involuntarily, initiate a recall of such products, or if a governmental agency shall take action with respect to them, Seller shall assist and cooperate with Buyer in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Buyer and any applicable governmental agency in monitoring Buyer's recall operation and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Seller agrees to pay all costs associated with such recall.

12. **Indemnification:** In addition to its indemnification obligations set forth in the Agreement, Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products, and any Affiliate of Buyer, its shareholders, officers, directors, employees, agents and customers, harmless from and against any and all damage, liability, claims, loss, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating or incidental to any breach by Seller of this Agreement, or any act or failure to act by Seller or its agents, representatives or employees in the performance of the Order, including, but not limited to:

- (a) Death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted from any alleged defect in the Products or Services, or the performance by Seller of work or Services pursuant to the Order, or the work or performance of Services by Seller's agents, representatives or employees, on the premises of Buyer or one of its customers or suppliers, or from the failure of the Products to comply with any applicable sample or specification or with the express or implied warranties given by Seller, its agents representative or employees.
- (b) Claims arising out of the alleged violation by Seller in the manufacture, processing, storage, or sale of the Products, or in the performance by Seller of any work or Services pursuant to the Order, of any applicable law, statute, ordinance, or administrative order, rule, regulation or standard.

If either (a) or (b) apply, Buyer shall have the right to employ counsel separate from counsel employed by Seller in any such proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding, including, but not limited to, internal and external legal fees and costs, and pre-judgment and post judgment interest at the greater of such other rate of interest as provided herein or prime or equivalent rate of interest of Chase Bank plus 3% based on a 360-day year.

13. **Insurance.** Seller shall maintain the following minimum insurance coverage: (a) Commercial General and Products liability coverage, including broad form vendors, completed operations, contractors liability and personal injury liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) statutory limits of Workers' Compensation insurance (including occupational disease) and Employer's Liability coverage with limits of not less than \$1,000,000; and (c) Automobile Liability insurance for all owned, hired and non-owned automobiles with a \$1,000,000 combined single limit. Seller shall also provide excess/umbrella insurance coverage, written on an occurrence basis, which provides \$5,000,000.00 (\$10,000,000 for raw materials and ingredient suppliers) coverage. Said insurance policies must be primary and non-contributory. Upon Buyer's request, Seller provide Buyer with a Certificate of Insurance setting forth the amount of coverage, policy number, and date of expiration and naming Buyer as an Additional Insured and waiver of subrogation. Seller shall provide Buyer at least thirty (30) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws of any state a shorter time period for notice is required, in which case such time period shall apply.

14. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
15. **Changes.** Buyer reserves the right to make changes within the general scope of the Order, except as to price or quantity, by any reasonable means, and if requested by Seller, such changes shall be confirmed in writing by Buyer. If any such change causes an increase or decrease in the cost of, or time required for, Seller's performance, the price therefor and/or time required for performance shall be equitably adjusted. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date the change is ordered. Failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.
16. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) shortage of Products or raw materials; and (j) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall in a reasonably prompt time give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 16, either party may thereafter terminate this Agreement upon thirty (30) days' written notice.
17. **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
18. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
19. **Miscellaneous:** This Agreement and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Seller without the prior written consent of Buyer, its successors and assigns. No act of failure to act of Buyer shall constitute a waiver of any provision contained in the Agreement, and to be valid a waiver of any requirement or obligation under the Order must be in writing and signed by Buyer. The section headings contained herein are not part of the Agreement, but are included solely for the convenience of the parties. The provisions of the Order are severable, and if any provision is held to be unenforceable, the remaining provisions shall continue in full force and effect.
20. **Independent Contractors:** Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between Buyer and Seller, and Seller shall at all times during the term of the Agreement be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Agreement. To the extent Seller's obligations under this Agreement require the performance of Services by Seller on the premises of Buyer or any of Buyer's customers, Seller agrees that such Services are to be rendered by Seller as an independent contractor and Seller shall comply with all of Buyer's or said customers' safety rules and regulations

and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such Services. For purposes of clarification, Seller is providing Products and Services in the capacity of a general contractor and is not an employee or agent of the Buyer; and Buyer is neither a general contractor nor the construction manager on this project

21. **Notices.** Any notices, consents or approvals called for hereunder may be given by telephone, but shall be confirmed in writing to be delivered or sent by tele-copier, facsimile, overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Buyer to its office located at the address set forth on the Order, and in the case of Seller at such address as Seller shall provide Buyer, or if no address is provided, at Seller's principal offices. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the same date as sent if sent by tele-copier or telex (with confirmation sheet), the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.
22. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.