

## **PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS OR SERVICES**

By acceptance of this purchase order, the supplier of the goods and/or services ("Seller") and Tampa Maid Foods LLC that is purchasing such goods and/or services ("Buyer") hereby agree to the following terms and conditions:

1. The parties agree that the terms and conditions in this document supersede all prior oral or written negotiations and agreements between Buyer and Seller and any inconsistent course of dealing or trade practice that may have previously existed; provided that, in the event Seller and Buyer have executed and delivered a written agreement covering the goods or services addressed by these terms and conditions, such written agreement will control in the event of any conflict with these terms and conditions. These terms and conditions set forth the complete statement of the contract between Buyer and Seller and, except as otherwise set forth herein, they may be modified or amended only by the subsequent written agreement of both parties. Buyer's offer to buy the goods identified in any purchase order is expressly conditioned on Seller's assent to the terms and conditions set forth herein. Buyer expressly objects to and rejects any different or additional terms included in Seller's request for proposal or quotation, purchase or sales order, acknowledgement form, invoice, billing statement, or other documents. In the event that Seller provides any on-site services, the parties further agree that said services will be performed in accordance with the terms of the Watkins Associated Industries Master Contractor/Service Agreement, attached hereto or provided on site to be signed by a representative of the Seller if applicable.
2. Buyer will not be responsible for goods delivered or services rendered without a valid purchase order. No substitution of goods and/or services from those specified will be accepted without the prior written consent of Buyer in the form of a revised purchase order. In the event any goods and/or services fail to conform in any respect to these terms and conditions, the applicable purchase order, any representation or warranty made by Seller, the description thereof published by Seller, or any samples, descriptions, brochures, specifications, or oral assurances provided by Seller to Buyer, Buyer may reject or accept all or any portion of such goods and/or services (and, if Buyer accepts any portion, may reject the balance of such goods and/or services). Except as otherwise agreed in writing by Buyer, Seller will invoice Buyer no later than 60 days after the date the applicable goods and/or services are delivered to and accepted by Buyer. Each invoice shall be accurate and in accordance with the pricing applicable under the purchase order for the goods and/or services covered by such invoice. Buyer shall have no obligation to pay until the later of (a) 60 days after Seller properly invoices Buyer for any goods purchased under a valid purchase order and accepted by Buyer or (b) the due date provided for in any such valid invoice, unless otherwise provided herein. If the due date for a payment falls on a day that is not a business day in the jurisdiction where such payment is to be made, then such payment shall be due on the third business day after the due date. Payment shall be made in U.S. Dollars. Payment is subject to Buyer's inspection of the applicable goods and/or services, adjustment for any shortage in quantity, failure to make specified delivery and/or loss or rejection due to defect. Payment shall not be deemed evidence of acceptance of the goods and/or services. Acceptance of or payment for a delivery of goods and/or services does not constitute a waiver or release of any claims related to such delivery or the goods and/or services delivered.

3. The Seller must notify Buyer if unable to ship goods and/or render services specified in the purchase order as soon as Seller becomes aware of such inability (but in any event on or before the date specified on the purchase order). Time is of the essence in the performance of the parties' obligations under the purchase order. Buyer's acceptance of goods after said date is solely at Buyer's option and, if accepted, is subject to a reasonable price reduction, exercised unilaterally by Buyer, unless otherwise agreed in writing by Buyer. Where the purchase order specifies, or Buyer otherwise permits partial shipments, and where billing for a partial shipment under the purchase order is rendered, the date of Seller's invoice will be deemed to be the date upon which Buyer receives and accepts shipment of all products specified in the purchase order. The failure by Seller to deliver (or furnish, deliver, and install, if applicable) the goods by the delivery date on the purchase order will cause serious and substantial damage to the Buyer. Since it will be difficult, if not impossible, to prove the amount of damages, Seller shall pay to Buyer as liquidated damages, and not a penalty, one percent (1%) of the total value of the purchase order or \$1,000.00 per day, whichever is greater, for every day beyond the date that the goods were required to be delivered. Goods must not be shipped C.O.D. Buyer shall have no risk of loss with respect to goods ordered until actually delivered and accepted by Buyer, and Seller shall adequately insure all goods from all insurable perils during transit. All shipments are to be F.O.B. Buyer's applicable location, Freight Prepaid, unless otherwise indicated on Buyer's purchase order.
4. The price or prices specified on the purchase order are firm and are not subject to increase of any kind without the prior written consent of Buyer and include all fees, charges, and expenses that Buyer will be liable for in connection with the goods and/or services, and Buyer will not be liable for any additional amounts of any type (including, without limitation any taxes or insurance) without the prior written consent of Buyer. Cash discounts specified on the purchase order, or otherwise granted by Seller in general practice, shall be taken by Buyer, unless otherwise specifically stated on the purchase order. No charge shall be made to Buyer for packing, boxing, handling, shipping, or cartage, unless specified on the purchase order or otherwise specifically authorized in advance by Buyer. Charges, if any, for returnable containers, reels, or drums must be separately itemized on Seller's invoices.
5. By acceptance of the applicable purchase order or delivery of the applicable goods and/or services, Seller warrants to and for the benefit of Buyer that (a) all goods and/or services delivered will be (i) new, (ii) of good quality, (iii) packaged, labelled and delivered so as to ensure goods are not damaged and in a manner that complies with applicable law, (iv) free from all defects of every kind and nature, whether latent or patent, in material, workmanship, design and title, and (v) suitable for the intended purpose of Buyer, whether specifically stated on the purchase order, apparent by reasonable circumstances, or otherwise known to Seller, (b) all services rendered will be promptly and diligently performed in a good and workmanlike manner, (c) all goods and/or services delivered are validly owned by Seller and are delivered to Buyer with good and marketable title, free from all liens, encumbrances, and claims of others of every kind and nature, (d) all goods and/or services delivered shall be in strict conformance with the applicable purchase order, these terms and conditions, the description thereof published by Seller, and any samples, descriptions, brochures, specifications, and oral assurances provided by Seller to Buyer, (e) all goods and/or services delivered are absolutely free from, and the normal use thereof will not cause or result in, infringement, misappropriation, or violation of any patent, copyright (including

mask works), trademark, trade name, brand, slogan, or any other intellectual property rights of others, and are not being sold in unfair competition, restraint of trade, or in violation of any other commercial law, rule, or regulation, (f) all goods and/or services delivered are in full compliance with the Occupational Safety and Health Act of 1970 (OSHA) and similar state laws, and (g) all goods delivered have been produced and delivered and/or services rendered have been performed, and all aspects of Seller's business are in compliance with all applicable laws (including equal employment laws, rules, and regulations (including the Fair Labor Standards Act of 1938, as amended)). Seller warrants that the prices of the items in each applicable purchase order do not exceed those charged by the Seller to any other customers purchasing the same items in like or smaller quantities.

6. Seller agrees that it will indemnify and hold harmless Buyer, its direct and indirect equity holders, affiliates, and subsidiaries, and each of their respective directors, managers, officers, agents, employees, representatives, successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all actions, claims, suits, losses, damages, obligations, liabilities, fines, penalties, judgments, costs, and/or expenses (including reasonable attorneys' fees, which shall specifically include costs and reasonable attorneys' fees associated with appellate proceedings) (collectively, "Losses") directly or indirectly resulting from, in connection with, by reason of, or arising out of: (a) breach, violation, default, or non-fulfillment by Seller of any of the representations, warranties, covenants, agreements, or obligations contained in or made pursuant to these terms and conditions or any purchase order; (b) any property damage and/or personal injury or death arising from the goods and/or services provided by Seller and any warranty, product defect, or product recall or replacement with respect to the goods and/or services provided by Seller; (c) any violation of law by, any fault of, or any intentional, negligent or wrongful act or omission of, Seller, any subcontractor or delegee of Seller or any of their respective agents or employees in connection herewith, whether or not, in the case of employees, occurring within the scope of employment; (d) any failure by Seller to timely and properly report, remit, pay, perform and discharge any liability for any federal, state, local or foreign tax of any kind; (e) the employment terms, conditions and benefits of employment, and/or termination of employment by Seller of its employees, whether or not assigned to perform work in connection with these terms and conditions or any purchase order (including without limitation the statutory, contractual and common law rights, remuneration, benefits and responsibilities related thereto); (f) any workers compensation claims or any injury or death sustained by any employees or contractors of Seller in connection with the performance of Seller's obligations under these terms and conditions or any purchase order; and (g) infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, trade secret or other intellectual property or proprietary right by Seller's intellectual property in connection with these terms and conditions or any purchase order. The provisions of this Section shall survive the expiration and/or termination of any purchase order.
7. All goods and/or services provided by Seller shall have the longer of a one (1) year warranty, or the standard warranty provided by the Seller, or provided by the manufacturer of the goods in question. In the case of the latter, Seller agrees to assign all manufacturer warranties to Buyer for any goods and/or services purchased hereunder. The warranty period contemplated in this paragraph shall commence upon the date the goods and/or services were accepted by the Buyer,

unless otherwise specified herein. Buyer's acceptance and/or inspection of the goods and/or services shall not relieve Seller of its warranty obligations under these terms and conditions or any purchase order.

8. In the event that Seller obtains, in the course of Seller's performance under any purchase order, knowledge of any trade secrets or other information of a confidential nature of Buyer, Seller agrees that Seller (and Seller's agents and employees) shall not disclose such trade secrets or confidential information to others, and shall not use such trade secrets or confidential information for its own accounts or for the purposes of any third party.
9. Seller will maintain, in accordance with good business practices, and will retain all records and information relating to each purchase order and all documentation hereunder, including all documentation relied on in preparing required billing and invoices and all records with respect to quality of goods and/or services and all raw materials used in the goods for at least three (3) years after the acceptance of all goods and/or services under each purchase order. Buyer will have the right upon reasonable notice to inspect and audit all records maintained by Seller in connection with each purchase order during such period. Such inspection shall be conducted during normal business hours at Seller's principal place of business or by electronic means. Seller agrees to provide copying capability and workspace, if necessary, and agrees to cooperate fully in any such inspection. Buyer shall have the option, at any time and from time to time, to inspect Seller's facilities during normal operating hours and upon no less than 48 hours prior notice.
10. Should the performance of either party be delayed or rendered impracticable as a result of events beyond such party's reasonable control and without its fault or negligence (each a "Force Majeure Event"), the affected party (i.e., the party whose performance is delayed or rendered impracticable by the Force Majeure Event), upon and after giving written notice in reasonable detail to the non-affected party (i.e., the party whose performance is not delayed or rendered impracticable by the Force Majeure Event) of such Force Majeure Event, shall be excused from performance for a period of time equal to the duration of such delay; provided, however, that the affected party shall use commercially reasonable efforts to promptly avoid, remove or remedy the cause of non-performance and shall give prompt written notice following the termination of such Force Majeure Event. If affected by a Force Majeure Event, the affected party shall promptly provide the non-affected party a written plan in reasonable detail for resuming performance as soon as practicable. To the extent the affected party cannot perform under the applicable purchase order, the non-affected party will be released of its obligations hereunder during such period of non-performance. If the Force Majeure Event shall continue for three months, the non-affected party shall be entitled, in addition to any other rights and remedies, to terminate the applicable purchase order. In any circumstance where there is a Force Majeure Event that limits Seller's capabilities and causes Seller to allocate delivery of goods and/or services (or the resources to make such goods and/or services) among its customers, Seller will fulfill all obligations to Buyer for goods and/or services (and will prioritize restoration of capabilities to produce goods and/or services) under the applicable purchase order prior to any other customer obligation. For the avoidance of doubt, an increase in price of materials or labor will not constitute a Force Majeure Event.

11. Seller agrees to maintain with financially sound and reputable insurers (a) Commercial General Liability Insurance – \$1,000,000 Per Occurrence, \$1,000,000 for products and completed operations, and \$2,000,000 in the aggregate including, but not limited to, coverage for bodily injury, death, property damage, products and completed operations, independent contractors, premises/operations, sudden and accidental pollution coverage, and contractual, explosion, collapse, underground, and personal and advertising injury liabilities; (b) Worker’s Compensation Insurance and occupational disease insurance, and such coverage must apply to all employees, including owners, sole proprietors, partners, and officers, which must be noted on the certificate, according to statutory requirements; (c) Employers’ liability - \$1 million for each accident, each employee for disease, and for disease policy limit; (d) Umbrella - \$2 million aggregate; and (e) any other insurance noted in an applicable purchase order. Such insurance coverage shall be primary to any coverage Buyer may have whether pursuant to or independent of the applicable purchase order. Seller will furnish Buyer certificates of insurance evidencing the issuance of the policies and coverage required under this Section as often as Buyer requests or Seller’s policies are renewed or replaced; provided that Buyer’s receipt of a certificate of insurance that does not meet the stated requirements will not be a waiver by Buyer of such requirements. Seller will cause Buyer to be named in such policies as additional insureds on a direct and primary, non-contributory basis with a waiver of subrogation in favor of Buyer, its agents, affiliates, employees and subsidiaries. All deductibles shall be borne by Seller. Nothing in this Section shall be construed to limit in any way Seller’s liability to Buyer under these terms and conditions or any purchase order. Seller shall notify Buyer at least thirty (30) days in advance of any relevant and material changes in Seller’s insurance coverage. Each certificate shall indicate that the coverage represented thereby shall not be canceled or modified (to Buyer’s detriment) until at least thirty (30) days prior written notice has been given to Buyer.
12. Seller shall not assign the purchase order or any rights or obligations thereunder nor subcontract performance thereunder (whether through affiliates, unaffiliated agents or other third parties, including independent dealers, franchisees or other distributors) or any monies due or to become due thereunder without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without its prior written consent thereto, and any purported assignment without such consent will be void.
13. The failure or delay of Buyer in any one or more instances to insist upon the performance of any of the terms and conditions herein, or to exercise any right or privilege in this purchase order, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in full force and effect as if no waiver had occurred. No waiver by Buyer shall be deemed to have been made unless made in writing and signed by Buyer.
14. The laws of the State of Florida, U.S.A., shall govern these terms and conditions and each purchase order made hereunder and the relationship it creates. Seller agrees that any disputes arising out of these terms and conditions and each purchase order made hereunder and the relationship it creates or sales resulting therefrom shall be litigated in the state or federal courts located in Fulton County, Georgia. Seller specifically submits to the jurisdiction of said courts for the purpose of such litigation and waives any challenges based upon venue or lack of jurisdiction.

15. Should it be determined by any court of competent jurisdiction that any provision of these terms and conditions is invalid, void, or unenforceable for any reason, such provision will be severed from these terms and conditions and the remaining provisions shall continue in full force and effect without being impaired or invalidated, all to the end that the manifest intention of the parties shall be effectuated.
16. If any terms of any purchase order contradict language in any existing contract related to the subject matter herein, the terms of these terms and conditions shall prevail.
17. Neither party shall be deemed to be the drafter of this agreement, and it shall be interpreted as though jointly drafted and negotiated at arms-length and in good faith.