



ORNUA INGREDIENTS NORTH AMERICA

STANDARD TERMS AND CONDITIONS OF SALE (FOR PRODUCTS AND/OR SERVICES)

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the products (“**Products**”) and/or services (“**Services**”) by Ornua (Wisconsin) Ingredients LLC d/b/a Ornua Ingredients North America or Ornua (Whitehall) Ingredients, Inc. d/b/a Ornua Ingredients North America (each, as applicable, “**Ornua**”) to the person, corporation or other entity who purchases the Products and/or Services from Ornua (“**Buyer**”). Each of Ornua and Buyer are referred to herein as a “**Party**” and collectively, the “**Parties**”.

(b) Ornua’s confirmation of a sale in an applicable sales order acknowledgement and/or invoice (each, a “**Sales Confirmation**”) and these Terms (collectively, the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, in relation to its subject matter. The Sales Confirmation will identify which Ornua Ingredients North America entity (i.e. Ornua (Wisconsin) Ingredients LLC or Ornua (Whitehall) Ingredients Inc.) is entering into the Agreement with the Seller. Unless otherwise specified in a Sales Confirmation, the Agreement shall be with one Ornua entity only and Buyer shall have no recourse whatsoever to any other Ornua entity. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted an applicable purchase order or such terms. Fulfillment of Buyer’s applicable purchase order does not constitute acceptance by Ornua of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. The supply of Products and/or Services by Ornua is expressly limited to the terms of the Agreement.

(c) Notwithstanding anything to the contrary contained in the Agreement, Ornua may, from time to time, change any Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of such Services, or the fees or any performance dates set forth in a Sales Confirmation.

2. Delivery of Products and Performance of Services.

(a) The Products will be delivered within a reasonable time after the acceptance by Ornua of Buyer’s applicable purchase order, unless a particular delivery date is agreed by Ornua in a Sales Confirmation (“**Delivery Date**”). Ornua shall not be liable for any delays, loss or damage in transit unless the Parties agree in a Sales

Confirmation or otherwise in writing that Ornua shall arrange and pay for the delivery of any Products. Fulfillment of Buyer's applicable purchase order does not constitute acceptance of any delivery dates contained therein.

(b) Unless otherwise agreed in writing by the Parties, Ornua shall deliver the Products to the place agreed between the Parties in a Sales Confirmation, which may include a collection point (such as Ornua's premises or another named place) or delivery to a carrier (the "**Delivery Point**") using Ornua's standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products once delivered to the Delivery Point. Unless Ornua has agreed otherwise in writing, Buyer shall be responsible for all loading and unloading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.

(c) Upon Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), Ornua may, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any Products on the agreed Delivery Date, or if Ornua is unable to deliver any Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, then as of the Delivery Date: (i) risk of loss in such Products shall pass to Buyer; (ii) such Products shall be deemed to have been delivered; and (iii) Ornua, at its option, may store such Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(e) Ornua shall use reasonable efforts to meet any performance dates to render the Services specified in a Sales Confirmation. Any quoted performance dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with Ornua in all matters relating to the Services; (ii) respond promptly to any Ornua request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Ornua to perform Services in accordance with the requirements of the Agreement; (iii) provide such materials or information as Ornua may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

(a) The quantity of any installment of Products as recorded by Ornua upon dispatch from Ornua's place of business shall be deemed conclusive evidence of the

quantity received by Buyer on delivery unless Buyer can demonstrate by providing clear and convincing evidence proving the contrary.

(b) Ornua shall not be liable for non-delivery of any Products (even if caused by Ornua's negligence) unless Buyer gives written Notice to Ornua of the non-delivery within 5 (five) days of the date when the Products are received by Buyer at the Delivery Point.

(c) Any liability of Ornua for non-delivery of the Products shall be limited to replacing the applicable Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer's exclusive remedies for non-delivery of Products. Except as provided under Section 3(c), Buyer has no right to return Products purchased under the Agreement to Ornua.

4. Shipping Terms. Delivery of the Products shall be made in accordance with the delivery terms agreed in a Sales Confirmation or otherwise in writing by the Parties in accordance with the meaning of such terms under Article 2 of the Uniform Commercial Code of the United States of America.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point in accordance with the Agreement. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Ornua a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Without limiting the foregoing, Buyer grants to Ornua a purchase money security interest in all of the Products, wherever located, whether now owned or hereafter acquired and all identifiable proceeds thereof. Buyer hereby appoints Ornua, as its attorney-in-fact to execute and file in those public offices deemed advisable or necessary by Ornua, all necessary financing statements and any other such documents or instruments to perfect the security interest created herein, in a form satisfactory to Ornua without first obtaining Buyer's signature.

6. Buyer's Acts or Omissions. If Ornua's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Ornua shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within 5 (five) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Products unless it notifies Ornua in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by

Ornua. “**Nonconforming Products**” means only the following: (i) product shipped is different than identified in a Sales Confirmation; or (ii) product does not materially conform with the Specifications. In the Agreement, “**Specifications**” means Ornua’s written specifications for the Products and/or Services (as the case may be), unless different specifications are agreed in writing between the Parties.

(b) If Buyer timely notifies Ornua of any Nonconforming Products, Ornua shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If requested by Ornua, Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Ornua’s facility or other location nominated by Ornua. If Ornua exercises its option to replace Nonconforming Products, Ornua shall, after receiving Buyer’s shipment of Nonconforming Products, ship the replacement Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 7(b), Buyer has no right to return Products purchased under the Agreement to Ornua.

8. Recall

(a) If either Party is notified by a government or other legal authority that a recall of any Products or any product containing Products is required, requested or otherwise advisable as probably being needed, or establishes a need to recall due to non-conformity of Products with the Specifications, it shall promptly give to the other Party written Notice of the same with full details.

(b) The Parties shall determine which Party is to take the lead role in coordinating the recall by good faith mutual agreement. Such recall shall be carried out in a commercially reasonable manner with each Party affording the other all reasonable assistance.

(c) The costs of an applicable recall, including the cost of replacement quantities of recalled Products, shall be borne as follows:

(i) if the principal reason for the recall is Ornua’s negligence or failure to deliver Products that materially conform with the Specifications, by Ornua;

(ii) if the principal reason for the recall is Buyer’s negligence or failure to store or otherwise treat Products in conformity with the Specifications, and/or Buyer’s failure to comply with the terms of the Agreement, and/or if the defect arises for any of the reasons set out in Section 13(f), by Buyer; or

(iii) if the recall of the Products was legally required and the reason is not one of those set forth in Sections 8(c)(i) or 8(c)(ii) above, by the Parties equally.

9. Price.

(a) Buyer shall purchase the Products and Services from Ornua at the price (the “**Price**”) agreed between the Parties in a Sales Confirmation.

(b) Buyer agrees to reimburse Ornua for all reasonable travel and out-of-pocket expenses incurred by Ornua in connection with the performance of any Services.

(c) Buyer agrees to reimburse Ornua for all Buyer Supplied Materials (defined herein), to the extent any costs, including for avoidance of doubt, any Losses are incurred by Ornua.

(d) All Prices are exclusive of all sales, value added, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Ornua’s income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) Unless different payment terms are agreed as set forth in a Sales Confirmation, Buyer shall pay all invoiced amounts due to Ornua within 20 (twenty) days of the date of Ornua’s invoice. Buyer shall make all payments hereunder in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 2.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Ornua for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Ornua does not waive by the exercise of any rights hereunder), Ornua shall be entitled to suspend the delivery of any Products or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for 14 days following written Notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Ornua, whether relating to Ornua’s breach, bankruptcy or otherwise.

(d) In addition to the termination rights set forth in Section 16, if Buyer fails to pay any amount when due under this Agreement, Ornua may at its sole discretion withhold further delivery of Products pursuant to any purchase order submitted by

Buyer to Ornua until all delinquent payments (including any interest), if any, are paid in full.

11. Intellectual Property Rights

(a) In the Agreement:

(i) **“Intellectual Property Rights”** means all intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) trade secrets; (f) formulas, ingredient lists, recipes and the like; and (g) all other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction in any part of the world.

(ii) **“Buyer Supplied Materials”** means any ingredients, packaging, raw materials or other materials either supplied by Buyer to Ornua or that Buyer requires Ornua to source from a specified third party for use by Ornua in the manufacture or processing of Products or provision of the Services.

(iii) **“Foreground Intellectual Property Rights”** means any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Products and/or Services, that are either developed by Ornua alone, by Ornua and Buyer jointly or by Buyer alone as requested by Ornua in connection with the Agreement.

(b) All Intellectual Property Rights in or arising out of or in connection with the Products and Services (other than Intellectual Property Rights in any Buyer Supplied Materials) shall be owned by Ornua. Buyer shall not acquire any ownership interest in any of Ornua’s Intellectual Property Rights under the Agreement and Buyer may only use Ornua’s Intellectual Property Rights solely for purposes of using the Products or enjoying the Services under the Agreement and only in accordance with the Agreement and the instructions of Ornua. All Foreground Intellectual Property Rights will be owned by Ornua. If Buyer acquires any Intellectual Property Rights, rights in or relating to any Products and/or Services (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed to be owned by, and are hereby irrevocably assigned to, Ornua or its licensors, as the case may be, without further action by either of the Parties.

(c) The Buyer provides the following warranties:

(i) To the extent that Products are to be manufactured or Services provided in accordance with any specification supplied by the Buyer, the Buyer warrants that use of such specification will not infringe any third party's Intellectual Property Rights or violate any applicable laws or regulations.

(ii) To the extent that Products are to be manufactured or Services provided using Buyer Supplied Materials, Buyer warrants that use of such Buyer Supplied Materials will not infringe any third party's Intellectual Property Rights or violate any applicable laws or regulations.

(iii) Where Products are supplied in any packaging or containers designed by Buyer or which are marked in accordance with Buyer's instructions or requests, Buyer warrants that such packaging, containers and markings will not infringe any third party's Intellectual Property Rights or violate any applicable laws or regulations.

(d) Buyer grants Ornua a fully paid-up, non-exclusive, royalty-free non-transferable license to use any materials provided by the Buyer to Ornua for the term of the Agreement for the purpose of providing the Products and/or Services to the Buyer under the Agreement.

12. Indemnification. Subject to the terms and conditions of this Agreement, Buyer (as "**Indemnifying Party**") shall indemnify, defend and hold harmless Ornua and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**"), relating to any claim of a third party or Party alleging:

(a) any breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party or Indemnifying Party's personnel;

(b) any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;

(c) any bodily injury, death of any person or loss or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party or its personnel;

(d) any bodily injury, death of any person or loss or damage to real or tangible personal property caused by any Buyer Supplied Materials;

(e) any loss or damage to real or tangible personal property in connection with any breach of warranty under Section 11(c) (Intellectual Property Rights); or

(f) any failure by Indemnifying Party or its personnel to materially comply with Section 15 (Compliance with Laws and Ornuia Business Partner Code of Conduct).

13. Limited Warranty.

(a) Except with respect to any Buyer Supplied Materials, Ornuia warrants to Buyer that (a) it has title to the Products supplied hereunder and (b) the Products on delivery will conform in all material respects with the Specifications.

(b) Ornuia warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 13(A) AND (B), ORNUA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ORNUA, OR ANY OTHER PERSON ON ORNUA'S BEHALF.

(d) After Products are delivered to the Delivery Point, formulations, ingredients or any other products that are manufactured, assembled, blended, mixed, prepared, packaged or otherwise combined by a third party not engaged by Ornuia may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products ("**Third Party Product**"). Third Party Products are not covered by the warranty in Section 13(a). For the avoidance of doubt, ORNUA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(e) Ornuia shall not be liable for a breach of the warranties set forth in Section 13(a) and Section 13(b) unless: (i) Buyer gives written Notice of the defective Products or Services, as the case may be, reasonably described, to Ornuia within 5 (five) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if

applicable, Ornuia is given a reasonable opportunity after receiving the Notice of breach of the warranty set forth in Section 13(a) to examine such Products and Buyer (if requested to do so by Ornuia) returns such Products to Ornuia's place of business or other location nominated by Ornuia at Ornuia's cost for the examination to take place there; and (iii) Ornuia reasonably verifies Buyer's claim that the Products or Services are defective.

(f) Ornuia shall not be liable for a breach of the warranty set forth in Section 13(a) or Section 13(b) if: (i) Buyer makes any further use of such Products after giving a Notice under Section 13(e)(i); (ii) the defect arises because Buyer failed to follow Ornuia's oral and/or written instructions as to the handling, storage or use of the Products or, if there are none, good trade practice; (iii) Buyer alters or repairs such Products without the prior written consent of Ornuia; (iv) the breach or defect arises as a result of Ornuia using any Buyer Supplied Materials; (v) the defect arises as a result of Ornuia following any drawing, design or specification provided by Buyer; (vi) the defect arises because of fair wear and tear, willful damage, or abnormal storage or working conditions; or (vii) the Products or Services differ from the Specifications as a result of changes made to ensure they comply with applicable legal or regulatory requirements.

(g) Subject to Section 13(e) and Section 13(f) above, with respect to any Products subject to a claim under the warranty set forth in Section 13(a), Ornuia shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Ornuia so requests, Buyer shall, at Ornuia's expense, return such Products to Ornuia.

(h) Subject to Section 13(e) and Section 13(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 13(b), Ornuia shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(i) SECTIONS 13(G) AND (H) SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY AND ORNUA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 13(A) AND (B), RESPECTIVELY.

14. Limitation of Liability.

(a) IN NO EVENT SHALL ORNUA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ORNUA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL ORNUA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORNUA FOR THE GOODS AND SERVICES SOLD HEREUNDER OR ONE MILLION U.S. DOLLARS (\$1,000,000), WHICHEVER IS LESS.

(c) The limitation of liability set forth in Section 14(b) shall not apply to (i) liability resulting from Ornuia's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Ornuia's acts or omissions.

15. Compliance with Laws and Ornuia Business Partner Code of Conduct. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under the Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under the Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Ornuia may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. Buyer shall comply with the Ornuia Business Partner Code of Conduct, as amended from time to time, (a copy of which is available upon request or at www.ornua.com/purchasetermsandconditions) insofar as Buyer is a "Business Partner" as defined therein.

16. Term and Termination. The Agreement shall commence when Ornuia issues a Sales Confirmation in accordance with Section 1(b) of these Terms and shall continue in force, unless terminated earlier in accordance with these Terms. In addition to any remedies that may be provided under these Terms, Ornuia may terminate the Agreement with immediate effect upon written Notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement and such failure continues for 14 days after Buyer's receipt of written Notice of non-payment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or (d) in case of a change of Control of Buyer. "Control" means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting securities, by contract, or otherwise. Expiration or termination of the Agreement will not affect any rights or obligations of the Parties that (i) come into effect upon or after expiration or termination of the Agreement; or (ii) otherwise survive the expiration or earlier termination of the Agreement pursuant to Section 27 and were incurred by the Parties prior to such expiration or earlier termination.

17. Waiver. No waiver by Ornuia of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Ornuia. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information. All non-public, confidential or proprietary information of each Party ("**Disclosing Party**"), including but not limited to, specifications, recipes, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Disclosing Party to the other Party, 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 the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless (a) authorized in advance by Disclosing Party in writing or (b) required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Upon Disclosing Party's request, the other Party shall promptly return or destroy all non-public, confidential or proprietary documents and other materials received from Disclosing Party. Disclosing Party 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 the other Party at the time of disclosure; or (c) rightfully obtained by the other Party on a non-confidential basis from a third party.

19. Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("**Force Majeure**"), provided that, if the event in question continues for a continuous period in excess of 90 days, the Party not affected by Force Majeure shall be entitled to give one month's Notice in writing to the other Party to terminate the Agreement.

20. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Ornuu. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

23. Governing Law. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

24. Submission to Jurisdiction; JURY WAIVER. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the face of a Sales Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), facsimile, email or as otherwise agreed by the Parties. A copy of all Notices to Ornua shall be sent by email to Ornua’s Head of Legal at legal.dublin@ornua.com. Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Any provision of these Terms that expressly or by implication is intended to have effect after termination or expiration will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Section 11 (Intellectual Property), Section 14 (Limitation of Liability), Section 15 (Compliance with Laws and Ornua Business Partner Code of Conduct), Section 18 (Confidential Information), Section 23 (Governing Law), Section 24 (Submission to Jurisdiction) and Section 27 (Survival).

28. Amendment and Modification. These Terms may only be amended or modified in an agreement in writing stating specifically that it amends these Terms and signed by an authorized representative of each Party.

*Ornua (Wisconsin) Ingredients LLC d/b/a Ornua Ingredients North America
Ornua (Whitehall) Ingredients Inc. d/b/a Ornua Ingredients North America
Standard Terms and Conditions of Sale (for Products and/or Services) (v.01.09.2022)
Please refer to www.ornua.com/salestermsandconditions for the most up-to-date version of these Terms*