



**ORNUA FOODS NORTH AMERICA INC.**

**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 Foods North America, Inc. (“**Ornua**”) to the person, corporation or other entity who purchases Products and/or Services from Ornua (“**Customer**”). Each of Ornua and Customer are referred to herein as a “**Party**” and collectively, the “**Parties**”.

(b) Ornua’s Customer Order Confirmation is sent to confirm receipt of a Purchase Order of a proposed sale and/or Ornua’s Invoice ( a “**Sales Confirmation**”) and these Terms (collectively, the “**Agreement**”) comprise the entire agreement between the parties hereto, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, in relation to its subject matter. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted an applicable purchase order or such terms. Fulfillment of Customer’s applicable purchase order does not constitute acceptance by Ornua of any of Customer’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 the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in a Sales Confirmation.

**2. Delivery of Products and Performance of Services.**

(a) Products will be delivered within a reasonable time after the acceptance by Ornua of Customer’s purchase order (“**Delivery Date**”). Ornua shall not be liable for any delays in transit to Products. Fulfillment of Customer’s applicable purchase order does not constitute acceptance of any delivery dates contained therein.

(b) Unless otherwise agreed in writing by the parties hereto, Ornua shall deliver Products to the place agreed between the parties hereto in a Sales Confirmation or otherwise in writing, which may include delivery to a carrier (the “**Delivery Point**”) using Ornua’s standard methods for packaging and shipping such Products. Customer shall take delivery of Products once delivered to the Delivery Point. Unless otherwise expressly approved in writing by Ornua, Customer shall be responsible for all loading and unloading

costs and provide equipment and labor reasonably suited for receipt of Products at the Delivery Point.

(c) Ornua may, in its sole discretion and without liability or penalty, make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order. In the event that Ornua makes a partial shipment of Products in respect of a Customer's purchase order, the remaining undelivered portion of such Products shall be automatically cancelled by Ornua, without liability or penalty, provided that where Customer had paid in advance for the whole shipment, Ornua shall issue the Customer with a refund or a credit note in respect of the unshipped Products. The Customer may, in its sole discretion, place a new purchase order for Products with Ornua.

(d) If for any reason Customer fails to accept delivery of any of Products on the agreed Delivery Date, or if Ornua is unable to deliver Products at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations, then as of the Delivery Date: (i) risk of loss in Products shall pass to Customer; (ii) Products shall be deemed to have been delivered; and (iii) Ornua, at its option, may store Products until Customer picks them up, .

(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, Customer 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 on the bill of Lading (the "Bill of Lading") is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary and notifying Ornua of this change within three (3) business days of receipt of the Bill of lading.

(b) Ornua shall not be liable for any non-delivery of Products (even if caused by Ornua's negligence) unless Customer gives written Notice to Ornua of the non-delivery within 5 (five) days of the date when Products would in the ordinary course of events have been received.

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

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

4. Shipping Terms. Delivery of Products shall be made in accordance with the delivery terms agreed in a Sales Confirmation or otherwise in writing by the parties hereto 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 Customer upon delivery of Products at the Delivery Point in accordance with the Agreement. As collateral security for the payment of the purchase price of Products, Customer hereby grants to Ornuva a lien on and security interest in and to all of the right, title and interest of Customer in, to and under 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, Customer grants to Ornuva a purchase money security interest in all of Products, wherever located, whether now owned or hereafter acquired and all identifiable proceeds thereof. Customer hereby appoints Ornuva, as its attorney-in-fact to execute and file in those public offices deemed advisable or necessary by Ornuva, all necessary financing statements and any other such documents or instruments to perfect the security interest created herein, in a form satisfactory to Ornuva without first obtaining Customer's signature.

6. Customer's Acts or Omissions. If Ornuva's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Ornuva 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 Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Products.

(a) Customer shall inspect Products within 5 (five) days of receipt ("**Inspection Period**"). Customer will be deemed to have accepted Products unless it notifies Ornuva in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Ornuva. "**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 Ornuva's written specifications for Products and/or Services (as the case may be), unless particular specifications are agreed in writing between the parties hereto.

(b) If Customer 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 Customer in connection therewith. If requested by Ornua, Customer shall make the Nonconforming Products available for Ornua to inspect. If Ornua exercises its option to replace Nonconforming Products, Ornua shall, after receiving Customer's shipment of Nonconforming Products, ship the replacement Products to the Delivery Point.

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

## 8. Recall

(a) If a party hereto 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 hereto written Notice of the same with full details.

(b) The parties hereto shall determine who is to take the lead role in coordinating the recall by good faith 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 Customer's negligence or failure to store or otherwise treat Products in conformity with the Specifications, and/or Customer'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 12(f), by Customer; or

(iii) if the recall of 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 hereto equally.

## 9. Price

(a) Customer shall purchase Products and/or Services from Ornua at the price (the "**Price**") agreed between the parties in a Sales Confirmation. Customer agrees to reimburse Ornua for all reasonable travel and out-of-pocket expenses incurred by Ornua in connection with the performance of the Services.

(b) 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 Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer 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.

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

10. Payment Terms.

(a) Unless otherwise set forth in an applicable Sales Confirmation, Customer shall pay all invoiced amounts due to Ornua within 15 days of the date of Ornua's invoice. Customer shall make all payments hereunder in US dollars (unless Ornua has agreed an alternative currency in the Sales Confirmation).

(i) Upon demand by Ornua, Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer 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: Customer fails to pay any amounts when due hereunder and such failure continues for 14 days following written Notice thereof; and/or

(b) Unless Ornua provides prior written approval, Customer 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.

(c) In addition to the termination rights set forth in Section 16, if Customer 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 Customer 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) **“Customer Supplied Materials”** means any ingredients, packaging, raw materials or other materials either supplied by Customer to Ornuia or that Customer requires Ornuia to source from a specified third party for use by Ornuia 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, Products and/or Services, that are either developed by Ornuia alone, by Ornuia and Customer jointly or by Customer alone as requested by Ornuia in connection with the Agreement.

(b) All Intellectual Property Rights in or arising out of or in connection with Products and Services (other than Intellectual Property Rights in any Customer Supplied Materials) shall be owned by Ornuia. Customer shall not acquire any ownership interest in any of Ornuia’s Intellectual Property Rights under the Agreement and Customer may only use Ornuia’s Intellectual Property Rights solely for purposes of using Products or enjoying the Services under the Agreement and only in accordance with the Agreement and the instructions of Ornuia. All Foreground Intellectual Property Rights will be owned by Ornuia. If Customer 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, Ornuia or its licensors, as the case may be, without further action by either of the parties hereto.

(c) The Customer 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 Customer, the Customer warrants that use of such specification will not infringe any third party’s Intellectual Property Rights or any applicable laws or regulations.

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

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

(d) Customer agrees to indemnify, defend and hold Ornuu harmless from and against all demands, claims, actions or causes of action, assessments, losses, damage, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and expenses, in connection with any breach of warranty under Section 11(c).

(e) Customer grants Ornuu a fully paid-up, non-exclusive, royalty-free non-transferable license to copy and modify any materials provided by the Customer to Ornuu for the term of the Agreement for the purpose of providing Products and/or Services to the Customer under the Agreement.

12. Indemnification. Subject to the terms and conditions of this Agreement, Customer shall indemnify, defend and hold harmless Ornuu 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 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 Customer Supplied Materials;

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

(f) any failure by Customer or its personnel to materially comply with any applicable laws.

13. Limited Warranty.

(a) Ornuu warrants to Customer that (a) it has title to Products supplied hereunder and (b) Products on delivery will conform in all material respects with the Specifications.

(b) Ornua warrants to Customer 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 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) Products manufactured by a third party may constitute, contain, be contained in, incorporated into, attached to or packaged together with, Products ("**Third Party Product**"). Third Party Products are not covered by the warranty in Section 13(a) and such Third Party Products are provided "AS IS". 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) Ornua shall not be liable for a breach of the warranties set forth in Section 13(a) and Section 13(b) unless: (i) Customer gives written Notice of the defective Products or Services, as the case may be, reasonably described, to Ornua within 5 days of the time when Customer discovers or ought to have discovered the defect; (ii) if applicable, Ornua 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 Customer (if requested to do so by Ornua) returns such Products to Ornua's place of business or other location nominated by Ornua at Ornua's cost for the examination to take place there; and (iii) Ornua reasonably verifies Customer's claim that Products or Services are defective.

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



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, Customer 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 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 Code of Conduct. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of Products under the Agreement or any resale of Products by Customer. Ornuia assumes all responsibility for shipments of Products prior to sale to the Customer that require any

government import clearance. Ornuu may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. Customer shall comply with the Ornuu Business Partner Code of Conduct as amended from time to time (a copy of which is available upon request at [www.ornuu.com/salestermsandconditions](http://www.ornuu.com/salestermsandconditions)) insofar as Customer is a "Business Partner" as defined therein.

16. Term and Termination. The Agreement shall commence when Ornuu 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, Ornuu may terminate the Agreement with immediate effect upon written Notice to Customer, if Customer: (a) fails to pay any amount when due under the Agreement and such failure continues for 14 days after Customer'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 Customer. "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 hereto 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 26 and were incurred by the parties hereto prior to such expiration or earlier termination.

17. Waiver. No waiver by Ornuu of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Ornuu. 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 hereto ("**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 hereto, 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 in which case disclosure. Upon Disclosing Party's request, the other party hereto shall promptly return 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 hereto at the time of disclosure; or (c) rightfully obtained by the other party hereto on a non-confidential basis from a third party.

19. Force Majeure. Neither party hereto 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 the workforce of any party hereto), 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 hereto not affected by Force Majeure shall be entitled to give one month’s Notice in writing to the other party hereto to terminate the Agreement.

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

21. Relationship of the Parties. The relationship between the parties hereto 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 hereto, and neither party hereto 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 hereto 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 the Agreement.

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 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.

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 Illinois 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 hereto 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 (a) personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), (b) email (with confirmation of transmission), or (c) as otherwise agreed by the parties hereto. Customer shall send a copy of all Notices to Ornua by email to Head of Legal at [legal.dublin@ornua.com](mailto:legal.dublin@ornua.com). Except as otherwise provided in the Agreement, a Notice is effective only (1) upon receipt of the receiving party, and (2) 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 survive 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 Foods North America, Inc.*

*Standard Terms and Conditions of Sale (for Products and/or Services) (v. December 15, 2022)*

*Please refer to [www.ornua.com/salestermsandconditions](http://www.ornua.com/salestermsandconditions) for the most up-to-date version of these Terms.*