

E&E GLOBAL, INC. ("GLOBAL")
GENERAL TERMS AND CONDITIONS ("GENERAL TERMS") OF SALE

These General Terms shall be deemed to be included in each sale order ("Order") that refers to them covering the sale by GLOBAL of meat and/or food products ("Product"), shall constitute an integral part of the transaction ("Transaction") evidenced by the Order, and shall be incorporated by reference therein. Furthermore, the parties expressly agree that the General Terms cannot be contradicted, supplemented or explained by evidence of course of performance, course of dealing or usage of trade. In the case of any discrepancy between these General Terms and the terms set forth in the Order, the terms set forth in the Order shall be controlling. Buyer's partial performance of a Transaction (e.g., acceptance of or payment for partial deliveries of Product) shall signify Buyer's acceptance of the terms set forth the Order. Acceptance of any Order by Buyer is limited to acceptance of the express General Terms herein. Any general terms and conditions of Buyer are hereby expressly rejected by Global and excluded. Notwithstanding any language contained in any document of Buyer stating the language of such document, or any other document referenced therein supersedes any other language, if the Buyer chooses to accept an Order, Buyer specifically acknowledges and agrees these General Terms control. Any proposal, confirmation, or any other writing of whatever kind inconsistent with or in addition to the terms of the Order and these General Terms shall not be binding upon Global. Global's acceptance of payment for Products will not constitute acknowledgement or acceptance of the Buyer's conditions of purchase.

1. Unless specifically provided otherwise in the Order, GLOBAL may deliver the quantity of Product in an Order in one shipment or in several shipments during the delivery period set forth in the Order.
2. Buyer may not refuse to accept any conforming lot or portion of the Product on the grounds of claimed non-delivery or nonconformity of any other lot or portion of the Product in a Transaction.
3. Buyer must pay the amount of GLOBAL's Order in full by the date specified on that Order or pay interest at the lesser of 1.5% per month or the maximum lawful rate from the specified due date through the date of payment. Buyer may not take any discounts unless specified in the Order and may not set-off or deduct any part of an invoice based on any monies claimed to be owed to Buyer by GLOBAL.
4. Whenever GLOBAL has reason to question Buyer's intent or ability to perform, GLOBAL may demand that Buyer give GLOBAL commercially reasonable assurance of its intent and ability to perform. If GLOBAL makes such a demand but Buyer does not give GLOBAL satisfactory assurance upon receiving GLOBAL's demand thereof, then GLOBAL may treat Buyer's failure as an anticipatory repudiation of the Transaction by Buyer, in which case GLOBAL may (a) terminate the Transaction and any other open Transactions with Buyer and, whether or not GLOBAL so terminates, (b) pursue such remedies as may be available to GLOBAL under applicable law, including recovery of resale or market damages in connection with all such Transactions. Notwithstanding the foregoing, at any time and from time to time GLOBAL in its sole discretion and in

addition to all other remedies provided in these General Terms or by law may limit or cancel the credit of Buyer as to time and amount and as a consequence may demand that payment be made in cash or otherwise or that satisfactory financial guarantees be given before delivery.

5. GLOBAL is not, and Buyer acknowledges that GLOBAL is not, the manufacturer of the Product and, except as is expressly stated on the Order, GLOBAL makes no warranty expressed or implied with respect to the Product, including without limitation that the merchandise is fit for a particular purpose. The suitability of goods for any purpose particular to Buyer is for Buyer, in Buyer's sole judgment, to determine.
6. Buyer's sole remedy for any claim against GLOBAL arising out of a Transaction shall be limited to direct damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES IN TORT, FOR CONTRACT OR OTHERWISE.
7. If performance by GLOBAL under the Transaction is delayed or prevented by any cause of whatever kind or nature which is beyond the control of GLOBAL (Force Majeure), such as, but not limited to, fires, floods, earthquakes, unusually severe weather, or other acts of God; epidemics or quarantine restrictions; labor disputes or disturbances; wars, riots or insurrections; embargoes or governmental actions; shortages of transportation, fuel or labor; or plant breakdowns, then GLOBAL shall be relieved of its obligation to perform for the period of inability which is so caused and shall not be liable for any costs resulting from any of the causes preventing or delaying performance provided that GLOBAL has exercised due diligence to remove or overcome such causes as soon as reasonably possible. If the period of delay or prevention does not affect the entire quantity under the Transaction then GLOBAL may, at its option and upon notice to Buyer, proportionately reduce the quantity it is required to sell and deliver under the Transaction for the period that performance by GLOBAL is delayed or prevented. GLOBAL may terminate a Transaction upon notice to the Buyer if the period of delay or prevention continues for a period of ten (10) days or more.
8. Any controversy arising under or in relation to the Transaction shall be governed and controlled by the laws of the Commonwealth of Massachusetts. Buyer consents to the personal jurisdiction and venue of the Supreme Court of the Commonwealth of Massachusetts, County of Plymouth and of the United States District Court for Boston, Massachusetts and further consents that any process, notice of motion or other application to the court or a judge thereof may be served outside the State of Commonwealth of Massachusetts by registered or certified mail or by personal service provided that a reasonable time for appearance is allowed.
10. Any and all payments made by the Buyer to GLOBAL, may be applied by GLOBAL to satisfy any of Buyer's outstanding financial obligations towards GLOBAL.

11. Any and all responsibilities associated with landing and clearing product supplied by GLOBAL, including but not limited to obtaining import permits, licenses, paying local taxes, duties and any other fees, shall remain Buyer's sole responsibility. Under no circumstances Buyer's inability to procure proper permits and licenses, or inability to pay any fees, duties and taxes, may excuse Buyer's lack of compliance with the terms of this contract. Buyer's failure to obtain an import license shall not constitute a case of Force Majeure.
12. Any tax which Global may be required to pay or collect through assessment or otherwise under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any goods or services described herein, including without limitation, taxes upon or measured by receipts from sales or services, shall be for the account of Buyer and may be added to the price of such goods or services. Buyer shall promptly pay the amount thereof to Global upon demand but may, in lieu of such payment, furnish tax exemption certificates acceptable to the appropriate taxing authorities to Global.
13. If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall immediately report the damage or shortage to the delivering carrier and to Global. Any loss or shortage caused by damage in transit will be for account of Buyer.
14. Buyer shall not assign any order or any interest therein without the written consent of Global. Any such actual or attempted assignment without Global's prior written consent shall entitle Global to cancel such order upon written notice to Buyer.
15. If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall immediately report the damage or shortage to the delivering carrier and to Global. Any loss or shortage caused by damage in transit will be for account of Buyer.
16. Buyer agrees that if any purchases are made from GLOBAL on a "Cost and Freight" basis, Buyer will provide, at its sole expense, all Marine Insurance for the Products purchased in an amount (expressed in the currency set forth in the contract) at least equal to the total price for the Products as set forth in the contract, plus ten percent (10%). Such insurance shall be purchased from an underwriter or insurance company of good repute in the industry.
17. Buyer may not assign all or part of its rights and obligations under the Transaction except with the written consent of and subject to any conditions imposed by GLOBAL, which consent may be withheld by GLOBAL in its sole discretion.
18. A party's failure to insist upon compliance with any provision of these General Terms or the Transaction, or to enforce any right or seek any remedy, shall not affect or constitute a waiver of such party's right to insist upon strict compliance with any provision of the General Terms or a Transaction, or to enforce any other right or to seek any other remedy. A waiver by a party of a breach of any provision of these General Terms or a

Transaction by the other party shall not be deemed to be waiver of future compliance with such provision.

19. These General Terms (a) will bind and inure to the benefit of each of GLOBAL and Buyer and inure to their respective administrators, executors, legal representatives, and permitted successors and assigns; (b) together with and as incorporated into the Order, constitute the entire agreement between GLOBAL and Buyer with respect to the Transaction; (c) together with and as incorporated into the Order, may not be amended or modified nor any provision hereof waived, except in a writing signed by GLOBAL and Buyer and (d) together with and as incorporated into an Order may not be amended or modified by a course of conduct between GLOBAL and Buyer.
20. The Transaction shall be governed exclusively by the Uniform Commercial Code, as adopted by the Commonwealth of Massachusetts, where not in conflict with any other terms set forth in these General Terms or the Order. Where such a conflict shall exist, the terms of these General Terms or the Order shall be controlling. In no event shall the U. N. Convention on Contracts for the International Sale of Goods apply to the Transaction.
21. Notwithstanding that these General Terms and any Order may be translated into another language, the English language version of these General Terms and any Order shall always prevail.
22. Buyer agrees that the cargo shall not be exported or re-exported (a) to any countries included in prohibited countries listed by the U.S. Export Administration Regulations ("EAR") or as otherwise prohibited under the EAR, including to any person or entity on the Bureau of Industry and Security Denied Parties List, Entity List or Unverified List (available at <https://www.bis.doc.gov/incl/ex.php/policy-guidance/lists-of-parties-of-concern>) in each case as in effect at the time of export or re-export, unless any required export or other licenses have been obtained or the transaction meets all eligibility criteria for a BIS license exception; or (b) to any person or entity located in a country or territory subject to U.S. sanctions (currently Cuba, North Korea, Iran, Sudan, Syria and the Crimea region of Ukraine) or to a person or entity on the Office of Foreign Assets Control listing of Specially Designated Nationals and Blocked Persons (available at <http://sdnsearch.ofac.treas.gov/>), in each case as in effect at the time of export or re-export, unless any required OFAC specific license has been obtained or the transaction meets all eligibility criteria for an OFAC general license.
23. Suppliers and customers of Global acknowledge that the goods sold or otherwise transferred hereunder may be subject to U.S. export and import control laws applicable to the purchase, sale, use, export, import or other transfer of the goods. These laws include without limitation the legal provisions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), and the Foreign Corrupt Practices Act (FCPA)

which is administered by the US Department of Justice and US Securities and Exchange Commission. Suppliers and customers of Global represent, certify, warrant, and guarantee that they are familiar with the requirements and restrictions of OFAC and FCPA, and that they will comply with such laws at all times. Suppliers and customers of Global Foods will defend, indemnify and hold harmless Global from and against any and all claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs or expenses (including reasonable attorneys' fees) which relate in any way to an OFAC or FCPA violation they commit.

24. Neither Buyer nor any of its affiliates in the course of purchasing Product from Global under any Order shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action, (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full-time or contract), (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment, or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed a bribe or unlawful. Global shall have the right to request and review all relevant records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Global retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Order, if Buyer does not comply with Global the requirements of this Section, or with laws applicable to Buyer's business operations.

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The following terms and conditions (these "Purchase Terms") shall apply when E & E Global, Inc. and/or any of its affiliates or subsidiaries ("Global"), is purchasing goods ("Goods") from a Seller ("Seller") pursuant to a Purchase Order ("Order") issued by Global to the Seller.

1. APPLICATION AND INTERPRETATION

1.1 *Seller Terms Excluded.* Acceptance of any Order by Seller is limited to acceptance of the express Purchase Terms herein. Any general terms and conditions of Seller are hereby expressly rejected by Global and excluded. Notwithstanding any language contained in any document of Seller stating the language of such document, or any other document referenced therein supersedes any other language, if the Seller chooses to accept an Order, Seller specifically acknowledges and agrees these Purchase Terms control. Any proposal, confirmation, or any other writing of whatever kind inconsistent with or in addition to the terms of the Order and these Purchase Terms shall not be binding upon Global. Global's acceptance of, or payment for, Goods and/or Services will not constitute acknowledgement or acceptance of the Seller's conditions of sale.

1.2 *Order of Precedence.* The provisions of any Order and these Purchase Terms will be read, to the extent possible, to be consistent. If a provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless either (i) the provision of the Order specifies characteristics, quantities, prices, delivery times or other similar commercial terms for Goods to be provided under that Order, or (ii) the Order specifically states that the provision in the Order will prevail.

1.3 *Acceptance.* An Order shall be deemed accepted by Seller upon the earliest of (i) Seller issuing an electronic confirmation or written acceptance of the Order, (ii) Seller's commencement of work on the Goods subject to the applicable Order, or (iii) shipment of the Goods subject to the applicable Order.

1.4 *Changes.* Global shall have the right at any time to make changes in drawings, designs, specifications, payment methods, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of an Order, an equitable adjustment will be made and the applicable Order shall be modified in writing accordingly. Seller agrees to accept any such changes to any Order or decline such changes promptly in writing.

1.5 *References to Laws.* A reference to any law, rule, or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. COMPENSATION

2.1 *Price.* The price of the Goods shall be as stated in the Order and unless otherwise agreed in writing by Global shall be F.O.B. delivered and inclusive of all other charges including but not limited to customs, duties, all sales, use, excise and property taxes, shipping, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. In the event a price is not contained in an Order, Global or its agent must be notified of the price and its written acceptance

obtained before Seller accepts such Order. No additional costs, fees, surcharges or expenses of any kind shall be added to the Order without the advance written consent of Global.

2.2 *Price Warranty.* Seller warrants that the prices for the Goods sold to Global under any Order are as favorable as those currently offered to Seller's customers for the same or similar Goods in similar quantities and type in compliance with all pricing laws and regulations. Seller warrants that prices shown on any Order are complete.

2.3 *Invoices.* Seller shall present Global with an invoice for the amounts due and owing pursuant to the Order and Global will pay all undisputed amounts on each invoice within the time period set forth in the applicable Order. Each invoice shall be in a form reasonably acceptable to Global. Global shall have no obligation to pay any amounts that Seller fails to invoice to Global within 120 days after the amounts were incurred. Except as required by applicable laws, Global shall not be required to pay any late charge, surcharge, interest, finance charge or similar charge.

2.4 *Setoff.* Global shall have the right to deduct or set-off amounts owed by Seller or any of Seller's affiliates to Global against amounts payable under any Order.

3. GOODS PURCHASE PROVISIONS

3.1 *Delivery.* Seller shall deliver the Goods in the quantities, on the dates, and to the places specified in the applicable Order and all Goods shall be properly packed, sealed and secured in such manner as to reach their destination in good condition. If no date is specified in the Order then Seller shall deliver the Goods promptly. Time shall be of the essence.

3.2 *Late Delivery.* If the Goods are not adequately delivered on the due date, in addition to its other rights and remedies, Global may (i) terminate the Order in whole or in part without liability by notice effective when received by Seller as to Goods not yet delivered, (ii) refuse to accept any subsequent delivery of the Goods which Seller attempts to make, (iii) recover from Seller any expenditure reasonably incurred by Global in obtaining the Goods in substitution from another provider, or (iv) claim damages for any additional costs, losses or expenses incurred by Global which are in any way attributable to Seller's failure to adequately deliver the Goods on the due date.

3.3 *Expedited Shipment.* If, in order to comply with Global's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in the applicable Order, any resulting increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been directly caused by Global.

3.4 *Title and Risk of Loss.* Title to and risk of loss of the Goods, including but not limited to any shipping and transit costs, will pass to Global upon the delivery of the Goods to Global, provided that in the event the Goods are Non-Conforming Goods as defined herein, title to and risk of loss of such Non-Conforming Goods shall remain at all times with Seller unless Global agrees in writing to accept such Non-Conforming Goods. If a shipment is not accompanied by a bill of lading, packing slip or similar delivery document, Global's count and/or weight will be conclusive.

3.5 *Export-Import Regulations.* Seller will prepare, maintain and, to the extent required under applicable laws, rules or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over a party, submit to the applicable customs authorities, all necessary information and documentation to comply with the applicable customs and export and import requirements of each country from which the Goods will be exported and each country into which they will be imported.

3.6 *Title.* Seller represents and warrants to Global that the title conveyed on all Goods produced pursuant to any Order will be good and marketable, its transfer rightful, and the Goods will be delivered free from any security interest or other lien or encumbrance (including any statutory or common law lien).

3.7 *Inspection-Testing.* Global shall have the right, but not the obligation, to inspect and/or test Goods purchased under any Order and reject, in whole or in part, any or all of the Goods contained therein. Nothing contained in any Order or any confirmation or related documents sent by Seller shall relieve Seller from the obligations of testing, inspection, and quality control.

3.8 *Warranty.* Seller expressly warrants and represents to Global, its successors, assigns, customers, and users of Global's products, that all Goods furnished under any Order shall (i) conform in all respects to all samples, specifications and appropriate standards, (ii) meet all performance specifications or guarantees provided either orally or in writing to Global, (iii) be new, and free from defects in materials or workmanship, (iv) conform to any statements made on the containers, labels, and/or advertisements, (v) be properly contained, packaged, marked, and labeled, (vi) not infringe or misappropriate any patents, copyrights, trademarks, trade names, trade secrets or other intellectual property rights, and (vii) be merchantable, safe and appropriate for the purpose(s) for which Goods of that kind are normally used. In addition, if Seller knows or has reason to know the particular purpose for which Global intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose. Inspection, test, acceptance or use of the Goods furnished under any Order shall not affect Seller's obligation under this warranty, and all warranties shall survive inspection, test, acceptance and use.

3.9 *Non-Conforming Goods.* Any Goods that are defective, damaged, or fail to conform to (i) the requirements of these Purchase Terms, (ii) the requirements of any applicable Order, (iii) the specifications supplied by Global to Seller, or (iv) applicable industry or legal fitness and safety standards ("Non-Conforming Goods").

3.10 *Rights with Respect to Non-Conforming Goods.* In addition to its other rights and remedies, Global reserves the right to (i) cancel or terminate for cause any Order, in whole or in part, which contains Non-Conforming Goods or (ii) require Seller to replace or promptly repair defects of any Non-Conforming Goods without expense to Global. Seller shall be liable for all charges, expenses, field corrections, withdraws, recalls, repurchases, or commissions incurred in the inspection, receipt, transportation, care custody and disposal of the Non-Conforming Goods. If Seller fails to repair defects in or replace any Non-Conforming Goods, Global may make such repairs or replace such Goods and charge Seller any cost incurred. For Non-Conforming Goods whose defect or non-conformity is not apparent on examination, Global reserves the right to require correction or replacement as well as payment of damages.

3.11 *Information Regarding Non-Conforming Goods.* Seller will promptly furnish to Global all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Seller receives which suggest or indicate that any Goods, including but not limited to any ingredient, material, and/or any packaging or supplies used in connection with any Goods, may be Non-Conforming Goods.

3.12 *Food Related Provisions.* Seller represents, warrants and guarantees that Goods which are food related products, including the contents, packaging, and labeling, sold to, constituting or being a part of any shipment or other delivery now or hereafter made by Seller to or on the order of Global, and their manufacture, branding and sale, will at the time of such shipment or delivery:

(a) comply with the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended (the "FFDCA"), including the Food Additives Amendment of 1958 and the Food Allergen Labeling and Consumer Protection Act of 2004; the Federal Meat Inspection Act, as amended; the Poultry Products Inspection Act, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act; the Fair Packaging and Labeling Act; the Poison Prevention Packaging Act of 1970, (collectively, and as applicable, the "Acts"); the HACCP food safety systems requirements of the USDA/FSIS; the provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; the registration requirements of the Food Safety Modernization Act (FSMA); the country-of-origin labeling provisions of the Farm Security and Rural Investment Act of 2002 as amended; and any applicable state food and drug law, the adulteration and misbranding provisions of which are (i) identical with or substantially the same as those found in the Acts, and (ii) are not preempted by the Acts or federal law;

(b) be manufactured in accordance with current good manufacturing practices and any specifications for the Goods to be delivered under these Purchase Terms or any Order and, where applicable, fit for human consumption; and

(c) not be articles which may not, under the provisions of Section 404 or 505 of the FFDCA, be introduced into interstate commerce.

Seller further represents and warrants that all color additives that Seller sells or delivers to Global will be manufactured by Seller and (where color additive regulations require certification) will be from batches certified in accordance with the applicable regulations issued under the FFDCA.

4. TERMINATION

4.1 *Termination for Convenience.* Global reserves the right to terminate any Order for convenience, in whole or in part, at any time. Upon notification by Global, Seller shall immediately stop all work and shall immediately cause any of its suppliers and/or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the applicable Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers and/or subcontractors which Seller reasonably could have avoided.

Notwithstanding the foregoing, in no event shall Seller be entitled to an amount greater than what Global would have paid absent the termination.

4.2 *Termination for Cause.* Global may terminate any Order, in whole or in part, in the event of (i) any default by Seller, (ii) Seller's failure to comply with these Purchase Terms, or (iii) Seller's failure to comply with any specific terms and conditions contained in an applicable Order. Late deliveries, deliveries of Non-Conforming Goods and/or failure to provide Global, upon request, reasonable assurances of future performance, shall all be bases for Global's right to termination for cause. In the event Global terminates an Order for cause, Global shall not be liable to Seller for any amount, and Seller shall be liable to Global for any and all damages sustained by reason of Seller's default which gave rise to the termination.

4.3 *Termination for Financial Insecurity.* Global may terminate any Order, in whole or in part, as of the date specified in a termination notice if Seller (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceeding(s) (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for Seller, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) makes any material misstatement as to its financial condition.

5. INDEMNIFICATION

5.1 *General.* Seller shall defend, indemnify and hold harmless Global, including its parents, subsidiaries, sisters and other affiliated companies and each of their respective directors, officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, penalties, liabilities, costs, obligations, and expenses (including reasonable attorneys', experts' and legal fees) arising out of or resulting in any way from any act or omission of Seller (its agents, employees or subcontractors, in whole or in part) in performing work in connection with any Order, including but not limited to (i) Seller's breach of these Purchase Terms and/or any Order, (ii) the actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property right, (iii) violation of any law or regulation of Seller, (iv) any claim that the Goods are defective, and (v) any claim that Global has or had a duty to warn a third party with respect to the Goods; provided that Global gives Seller prompt written notice of any such claim once it has actual knowledge thereof and no settlement or compromise that imposes any liability or obligation on Global shall be made without Global's prior written consent. Notwithstanding the foregoing, Global shall have the right, but not the obligation, to assume and control the defense and/or settlement of such claim, and Seller shall cooperate in the defense of any such claim and provide such assistance and information as is reasonably necessary for defense of such claim. This indemnity shall be in addition to the warranty obligations of Seller.

6. INSURANCE

6.1 *General.* Seller shall procure and maintain, at its own expense, such public liability insurance, including product liability, contractual liability, completed operations, contractor's

liability and protective liability, automotive liability insurance (including non-owned automotive liability), workers' compensation and employer's liability insurance with an insurance company acceptable to Global that will adequately protect Global against damages, liabilities, claims, losses and expenses. All insurance coverage provided to Global by Seller pursuant to these Purchase Terms shall be primary insurance with respect to Seller's obligations, and shall not be or be considered to be contributing insurance with any of Global's policies of insurance. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Global. Notwithstanding the foregoing, in no event shall Seller's insurance required in accordance with this Section 7 have respective limits of less than the following:

- **Type of Coverage**

- Worker's Compensation
- Employer's Liability
- Motor Vehicle (covering leased, Owned and non-owned vehicle)
- General Liability (including completed operations coverage, products liability coverage, broad form of property damage and blanket contractual liability coverage endorsed to cover Seller's contractual liability assumed under these Purchase Terms)

- **Limits of Liability**

- Statutory Limits
- \$1,000,000 per occurrence
- \$1,000,000 of primary and/or umbrella/excess coverage per occurrence for bodily injury and/or property damage
- \$1,000,000 of primary and/or umbrella/excess coverage per occurrence for bodily injury and/or property damage

6.2 *Material Changes.* If there is a material change in or cancellation of the insurance required by these Purchase Terms or any Order, then Seller shall provide Global with at least thirty (30) days prior written notice.

7. COMPLIANCE

7.1 *Compliance with Laws.* Seller expressly represents and warrants that all Goods and/or Services supplied under any Order will have been produced in compliance with, and Seller agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations. Seller represents that, by acceptance of any Order, it is and shall continue to be in full

compliance with all applicable Executive Orders, federal laws, rules and regulations, all as from time to time amended, relating to equal employment opportunity, and that the following laws, orders and regulations are hereby incorporated by reference: Equal Opportunity Clause prescribed by E.O. 11246, as amended (41 CFR Chapter 60); Minority Business Enterprises Clause requirements of E.O. 11625 (41 CFR Part 1); the Union Dues Clause prescribed by E.O. 13201 (29 CFR Part 470), the Lilly Ledbetter Fair Pay Act of 2009, and the Employee Notice Clause requirements prescribed by E.O. 13496 (29 CFR Part 471, Appendix A to Subpart A). **Global and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Global and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

7.2 *Additional Seller Conduct.* Neither Seller nor any of its affiliates in the course of providing Goods to Global under any Order shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action, (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full-time or contract), (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment, or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed a bribe or unlawful. Global shall have the right to request and review all relevant records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Global retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Order, if Seller does not comply with Global the requirements of this Section 8, or with laws applicable to Seller's business operations.

8. FORCE MAJEURE

Neither party shall be liable to the other for its failure to comply with the terms of an Order if such failure shall have been caused by any unforeseeable incident beyond the control of the non-performing party, including but not limited to fire, labor dispute, strike, war, insurrection, governmental restriction, or act of God, provided that it shall be the responsibility of each party to take all reasonable measures to eliminate such cause and recommence performance as quickly as possible; and further provided, it shall be the obligation of the party claiming a force majeure event for excuse of non-performance to notify the other party in writing as soon as practicable. In the event Seller claims inability to perform due to an act of force majeure, Global shall have the right to secure an alternate source of supply and Seller shall reimburse Global for any additional reasonable expense incurred by Global. Notwithstanding the foregoing, if the inability of Seller to perform continues for a period greater than thirty (30) days from written notice to Global, Global shall have the option of terminating the Order immediately without any liability for Goods not yet shipped. Whenever Seller has knowledge of any occurrence (or potential occurrence) which may delay, stop or in any way disrupt production or shipment of the Goods under an Order, Seller shall promptly notify Global of said occurrence or potential occurrence.

9. CONFIDENTIALITY

Subject to the terms of any confidentiality agreement with Global, Seller shall consider the information related to any Order and all information furnished by Global, including but not limited to any drawings, specifications, and/or other documentation prepared by Seller for Global in connection with any Order, to be confidential (collectively the “Confidential Information”) and shall not disclose any such Confidential Information to any other person or entity, or use such Confidential Information itself for any purpose other than performing the applicable Order unless Seller obtains written permission from Global to do so. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Global shall be deemed secret or confidential. Seller’s confidentiality obligations pursuant to this Section 10, as applicable will survive (i) perpetually for trade secrets and personally identifiable information and (ii) for a period of five (5) years from the date of Global’s disclosure for all other Confidential Information. Seller will return or destroy any Confidential Information promptly upon Global’s request. If Global so requests, Seller will provide a certificate, signed by an authorized representative, certifying that all confidential information has been returned or destroyed.

10. RECORDS AND INSPECTION RIGHTS

At all times Seller shall maintain accurate books and records containing information regarding the raw materials, production, storage, sale, shipment, pricing of and payment of any

Goods purchased under an Order. These books and records shall be kept in accordance with all legal requirements, industry practice and generally accepted accounting principles, as applicable, and preserved for not less than three (3) years after creation. Global and its agents and representatives have the right, but not the obligation, to examine the books and records of Seller for the purpose of verifying Seller's compliance with its obligations under these Purchase Terms and any Order. Any such examination shall be during business hours in Seller's principal offices, the facility where the Goods were produced, or such other location or method as Global may reasonably request. Seller shall cooperate with Global's examination, which cooperation shall include making Seller's officers available for discussion of Seller's books, records and compliance with these Purchase Terms and any Order. The examination shall be at Global's expense, provided that, in the event Seller has failed to perform its obligations under these Purchase Terms, any applicable Order, or laws, the expense of examination plus other damages incurred by Global shall be paid by Seller. Global also has the right, but not the obligation, to inspect any facility where the subject Goods are produced or stored for the purpose of verifying compliance of such facilities with applicable law, compliance with these Purchase Terms and any Order, and compliance with Global's food safety, quality and other manufacturing and storage standards, practices and procedures. Seller will provide copies of such books and records as Global may reasonably request, provided that Global agrees to maintain any information contained in such books and records which is confidential and proprietary information of Seller in the same manner that Global maintains its own confidential and proprietary information. Global will not use any such confidential and proprietary information of Seller except as contemplated by these Purchase Terms.

11. APPLICABLE LAW - JURISDICTION

11.1 *Applicable Law.* These Purchase Terms and every Order will be governed by and construed in accordance with the applicable laws of The Commonwealth of Massachusetts, without giving effect to the principles of Massachusetts relating to conflicts of laws. Global and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods shall be specifically excluded from application to any Order.

11.2 *Jurisdiction/Venue.* Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Purchase Terms or any Order must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state courts of Plymouth County or the Federal courts located in the District of Massachusetts, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the state and Federal courts located in Massachusetts, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

12. LIMITATION ON GLOBAL'S LIABILITY – STATUTE OF LIMITATIONS

In no event shall Global be liable to Seller for any indirect, incidental, consequential, punitive, special, or exemplary damages or penalties of any description, regardless of the form of the action or the theory of recovery, even if Global has been advised of the possibility of those damages. Global's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the Goods which gives rise to the claim. Any action resulting from any breach on the part of Global as to the Goods purchased under any Order must be commenced within one (1) year after the cause of action has accrued. This Section 12 is not intended to limit or exclude Global's liability for any matter for which liability cannot be limited or excluded by law.

13. WAIVER OF JURY TRIAL

SELLER AND GLOBAL IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO ANY ORDER OR ANY PORTION OF ANY AGREEMENT WHICH IS RELATED TO ANY ORDER, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

14. GENERAL

14.1 *Assignment.* Seller may not assign any rights or delegate any obligations under these Purchase Terms or any Order without the prior written consent of Global.

14.2 *Subcontractors.* Seller will not subcontract any of its obligations without obtaining Global's prior written approval. Notwithstanding any approval by Global, Seller will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Purchase Terms or any Order.

14.3 *No Liens.* Seller shall promptly discharge any mechanic's or materialman's liens, retention rights, security rights or any security interests arising in connection with any Order at Seller's sole cost and expense.

14.4 *Independent Contractors.* The parties will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party.

14.5 *Rights and Remedies Cumulative.* All rights and remedies reserved by Global in these Purchase Terms will be cumulative and in addition to, and not in lieu of, any other remedies

available at law, in equity or otherwise. Any rights of Global not expressly granted herein are reserved by Global.

14.6 *Severability.* If any provision of these Purchase Terms conflicts with the law under which these Purchase Terms are to be construed or is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

14.7 *Publicity.* Seller will not, without Global's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Global in any sales, marketing or publicity activities or materials, and/or (ii) issue any public statement regarding its relationship with Global.

14.8 *Waivers.* The failure of Global to enforce strict performance by Seller of any provision of these Purchase Terms or to exercise any right under these Purchase Terms will not be construed as a waiver to any extent of Global's right to assert or rely upon any provision of these Purchase Terms. A delay or omission by Global to exercise any right or power under these Purchase Terms will not be construed to be a waiver of that right or power. Global's waiver of one breach will not be construed to waive any succeeding breach. All waivers must be in writing and manually signed by Global.

14.9 *Survival.* The provisions of these Purchase Terms and any Order that expressly or by their nature contemplate performance or observance after the Order terminates or expires will survive and continue in full force and effect. Without excluding any other provisions of these Purchase Terms and any Order, the terms of Sections 5, 6, and 9 shall survive the termination or expiration of any Order.

14.10 *Notices.* All notices must be in writing and will be deemed given only when (i) hand delivered, (ii) one business day following the day sent by documented overnight delivery service to the party whom the notice is directed at its address indicated in the applicable Order or otherwise provided in writing, or (iii) sent by electronic mail to the party whom notice is directed at the electronic mail address specified in the applicable Order or otherwise provided in writing, provided, that if notice is provided to Global under subsection (iii) herein, written confirmation of such notice shall also be provided to Global as described in subsection (i) or (ii).

14.11 *Entire Agreement.* These Purchase Terms and the applicable Order collectively constitute the entire agreement of the parties. Notwithstanding the foregoing, in the event Global and Seller have an existing written agreement signed by an authorized signatory of Global and Seller encompassing the Goods purchased in the Order, these Purchase Terms shall remain in full force and effect to the extent they do not conflict with the terms of such written agreement.

Effective November __, 2015

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