

PURCHASE TERMS AND CONDITIONS

1. **Application.** These Purchase Terms and Conditions (these “**Terms**”) apply to every purchase of Goods by Gurrentz International Corporation or any of its subsidiaries, other affiliates or divisions (individually and collectively, “**Gurrentz**”) from Seller. Each Order and each Contract shall be deemed to incorporate these Terms by reference.

2. **Certain Defined Terms.** As used in these Terms, “**Order**” means the purchase order, electronic mail message, text, telephone confirmation or other communications issued, given or otherwise made by Gurrentz to order Goods from Buyer; “**Buyer**” means the Gurrentz entity identified as or otherwise performing the role of the buyer in the Order; “**Seller**” means the entity or person named as the seller in the Order; “**Goods**” mean the goods described in the Order that Buyer is to purchase from Seller, as confirmed by or on behalf of Seller or Seller’s agent, broker or other representative; “**Imported Goods**” means Goods imported from another country into the United States; “**Domestic Goods**” means Goods received from processors or slaughterhouses domiciled in the United States; and “**Contract**” means the contract formed with respect to the Order.

3. **Agreement.** No additional or different terms or conditions stated in any offer or other writing issued by Seller shall be binding on Buyer unless they have been expressly accepted in writing by an authorized representative of Buyer. If, for any reason, there is no such writing, then (a) the Order, including these Terms, is Buyer’s revocable offer to buy, and Buyer rejects any earlier offer that Seller has made to Buyer; (b) if the Order nevertheless is deemed in legal effect an acceptance of an earlier offer by Seller, then Buyer’s acceptance is conditional upon Seller’s assent to all provisions of these Terms that are additional to or different from the terms of Seller’s offer; and (c) by accepting or confirming the Order by any method or by delivering the Goods, Seller is deemed to either accept Buyer’s offer to buy or, if Buyer’s Order is deemed in legal effect an acceptance of an earlier offer by Seller, to assent to all provisions of these Terms that are additional to or different from the terms of Seller’s offer.

4. **Price; Payment Terms.** The price for the Goods (the “**Price**”) shall be as stated in the Order and, except as expressly provided in these Terms, constitutes a firm price that shall not be increased or decreased for any reason without Buyer’s express prior written consent. Any increase in or imposition of new U.S. import duties or tariffs and/or any increase in or imposition of new taxes, assessments or fees payable by Buyer by reason of the importation of any Goods shall be offset by a reduction in the Price for such Goods. In the event Seller does not agree to such a reduction in the Price of any such Goods or to reimburse Buyer for the amount of any such increased or new U.S. import duties or tariffs or other taxes, assessments or fees, Buyer shall have the option to cancel the Order and the Contract for such Goods, without incurring any liability of any kind to Seller or any other entity or individual as a result of such cancellation. Buyer shall not be required to pay any late charge, interest, finance charge or similar charge. Buyer’s payment of the Price for any Goods does not indicate its acceptance of the Goods. Payment terms shall be as mutually agreed by Buyer and Seller.

5. **Taxes, Fees and Other Costs.** Seller shall be responsible for paying all taxes, fees, assessments, freight costs, insurance costs and other items that have been included in the Price. In the event any such item increases after Seller and Buyer have agreed on the Price, Seller shall bear the cost of such increase and shall not raise the Price to reflect such increase, while any decrease in any such item shall be for Seller’s account.

6. **Delivery.** Seller shall deliver the Goods as specified in the Order or as otherwise agreed by Seller and Buyer to the location identified in the Order. Seller shall use any mode of shipment, carrier or routing that Buyer specifies, and Seller shall deliver all of the Goods in a single delivery and not in installments. Any acceptance of a delivery that contains less than the required quantity of Goods shall not relieve Seller of its obligation to deliver the balance of the ordered Goods at the Price and on the other terms that the Order specifies.

7. **Title and Risk of Loss.** Title to the Goods and risk of loss thereto shall pass to Buyer in accordance with this Paragraph 7. For Imported Goods, title and risk of loss thereto shall pass to Buyer when Buyer pays Seller for such Goods. For Domestic Goods, title and risk of loss thereto shall pass to Buyer when it takes possession of such Goods.

8. **Time is of the Essence.** Time of delivery is of the essence, and Buyer’s stated delivery date(s) and the date(s) for performance of any other obligation of Seller shall not be extended or excused for any reason, including anything that Seller cannot control. No event or circumstance shall excuse any non-performance or delay by Seller or limit Seller’s liability for non-performance or delay, even if the event or circumstance is a contingency the non-occurrence of which was a basic assumption on which the Contract was made.

9. **Changes.** Buyer may, at any time, by written notice to Seller, change the Contract as to: (a) specifications, standards, performance criteria or other requirements for the Goods (collectively, “**Specifications**”); (b) time or place of delivery; (c) method of packing or shipment; and/or (d) quantity of the Goods. If such a change causes a change in Seller’s cost or time of performance, then an equitable adjustment shall be made in the Price or time for delivery or performance, or both, if and only if Seller gives Buyer a written request for an adjustment within three business days after Buyer notifies Seller of the Contract change.

10. **Export and Import Requirements.** Seller shall prepare, maintain and submit to the applicable customs authorities all information and documentation that is necessary to comply with the applicable customs and export and import requirements of each country from which the Goods will be exported and each country to which the Goods will be imported, and Seller shall comply with all other applicable customs and export and import requirements. Upon Buyer’s request, Seller shall promptly furnish to Buyer copies of all such information and documentation.

8. **Representations, Warranties and Covenants with Respect to Seller.** Seller represents and warrants to Buyer, and covenants and agrees, on a continuing basis, that: (a) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract in full compliance with applicable law; (b) the Contract is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (c) Seller is, and at the time of each delivery of the Goods will be, solvent; (d) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee or other representative of Buyer; and (e) in performing its obligations under the Contract, Seller is and shall continue to be in compliance with all applicable laws and regulations, including, without limitation, those relating to export of the Goods from the originating country and those relating to import of the Goods into the United States. Seller agrees to immediately notify Buyer in writing in the event any of the foregoing representations and warranties becomes inaccurate in any respect or if any breach of any of the foregoing covenants occurs.

9. **Certain Representations, Warranties and Covenants with Respect to the Goods.** Seller represents and warrants to Buyer, and covenants and agrees, on a continuing basis, that: (a) the Goods are and will remain merchantable, fit for the particular purpose of being processed into food stuffs and such other purposes for which Buyer intends them, free from faults and defects, including, without limitation, objectionable odors and flavors and/or foreign materials of any kind, and are free from the presence of pathogens; (b) the Goods do and will conform to any samples or Specifications that are either referred to in the Order, provided to or by Seller or otherwise specified or agreed to in writing between Buyer and Seller; and (c) the Goods and their manufacture, packaging, labeling, branding and sale comply and will continue to comply with all applicable federal, state, local and foreign laws, rules, regulations, standards and orders, including, without limitation, the Federal Food, Drug and Cosmetic Act, as amended (the “**FDC Act**”), the Federal Meat Inspection Act, as amended, and the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, as amended, and the regulations issued under each of such statutes, as amended. Seller is an expert with respect to the Goods, and Seller acknowledges and agrees that Buyer is relying upon Seller’s skill and judgment to select and furnish suitable Goods. Upon Buyer’s request, Seller shall promptly deliver to Buyer certificates of compliance or such other documentation evidencing compliance of the Goods with the warranties under this Paragraph 12. Seller acknowledges and agrees that Buyer’s approval of any sample or Specification shall not relieve Seller of any of its warranties under this Paragraph 12 or its guaranties and warranties under Paragraph 13. Seller’s warranties extend to future performance of the Goods, shall survive inspection, tests, acceptance and payment and shall be considered to have been given not only to Buyer but also to Buyer’s customers and to the end-users of the Goods. Seller’s warranties apply to any replacement goods that Seller furnishes to Buyer, whether under the Contract or otherwise. Seller agrees to immediately notify Buyer in writing in the event any of the foregoing representations and warranties becomes inaccurate in any respect or if any breach of any of the foregoing covenants occurs.

10. **Additional Guaranties and Warranties with Respect to the Goods.** Without limiting Paragraph 12, Seller irrevocably guarantees and warrants to Buyer that: (a) all Domestic Goods have passed all United States Department of Agriculture (“**USDA**”) inspections; (b) all Imported Goods will pass any USDA inspection or Seller has obtained and will maintain in effect, at Seller’s expense, insurance that insures against rejection of such Imported Goods by the USDA; (c) the Goods are not adulterated or misbranded within the meaning of the FDC Act or any other federal, state, local or foreign law, rule, regulation, standard and/or order, each as

amended; and (d) the Goods are not articles that may not, under the provisions of sections 404, 505 or 512 of the FDC Act, be introduced into interstate commerce. Seller further irrevocably guarantees and warrants to Buyer that all Goods will meet the following age requirements: (i) frozen Imported Goods shall be less than 90 days old at ETA port of destination; (ii) chilled Imported Goods shall be less than 30 days old at ETA port of destination; and (iii) at delivery to Buyer, Domestic Goods shall be less than the number of days old as Buyer and Seller shall mutually agree at the time of purchase or, if there has been no such agreement, less than (x) 90 days old for frozen Goods; (y) seven days old for fresh Goods; and (z) 14 days old for vacuum-packed Goods. No variation from the foregoing age requirements shall be binding on Buyer unless it has been expressly accepted in writing by an authorized representative of Buyer. Seller agrees to immediately notify Buyer in writing in the event of any breach of any of the foregoing guaranties and warranties.

11. **Security Measures.** Seller shall, and shall ensure that each of its suppliers and logistics providers shall, follow adequate quality and security procedures that will ensure that the Goods will comply with all the representations, warranties, covenants and guaranties set forth in these Terms and that are reasonably calculated to prevent acts of terrorism with respect to the Goods.

12. **Records.** Seller shall maintain complete and accurate records of all transactions and activities of Seller that relate to the Goods and shall permit Buyer and its agents, upon reasonable prior notice, to enter Seller's premises during Seller's normal business hours to inspect and audit those records. Upon Buyer's request, Seller shall furnish Buyer with a copy of any and all records relating to the Goods.

13. **Indemnity.** Seller, at Seller's sole expense, shall (a) indemnify and hold harmless Gurrentz International Corporation, its subsidiaries and other affiliates, its divisions, and each of their respective directors, officers, managers, employees, agents, equity owners, parents, customers and other end-users of the Goods (collectively, the "Indemnitees"), and shall defend any Indemnitee upon its request, as to any claims, investigations, liabilities, losses, damages and expenses (including, without limitation, attorneys' fees and other legal expenses) brought against or incurred by any Indemnitee arising out of or relating to: (i) any breach of any warranty, representation, covenant or guaranty of Seller set forth in these Terms and/or the Contract or any other Default (as defined in Paragraph 19); (ii) any death, injury or damage to any person (including, without limitation, to any Indemnitee or any employee or contractor thereof) or property (including, without limitation, any Indemnitee's property) alleged to have been caused by any Goods or by the manufacture, sale and/or delivery of any Goods by Seller or any direct or indirect supplier thereof; (iii) any actual or alleged violation of law or other act or omissions on the part of Seller, any affiliate thereof or any direct or indirect supplier of Seller or any affiliate thereof; and/or (iv) any contract or other commitment entered into or made by Seller with or to any third party that provides goods, materials or services to Seller in connection with the Contract and/or the Goods; and (b) reimburse the applicable Indemnitee(s) upon demand for any losses and other expenses incurred by them (including, without limitation, attorneys' fees and costs, expert and other witness fees and expenses, investigation costs and amounts paid in settlement) in connection with the foregoing. The insurance provisions of Paragraph 17 shall not be construed to affect or impair the generality of the foregoing indemnification and defense obligations. Each Indemnitee shall have the right to participate with Seller in the defense of any claim described in this Paragraph 16, which participation shall be at the Indemnitee's expense, except that if Seller shall have failed, upon the Indemnitee's request, to promptly assume the defense of any claim and thereafter diligently prosecute the same or to employ counsel satisfactory to the Indemnitee in connection with such defense, then the Indemnitee shall have the right to engage its own counsel to wholly provide or participate in such defense, and Seller shall reimburse the Indemnitee, on a monthly basis, for all costs and expenses incurred by the Indemnitee in connection with such defense, including, without limitation, attorneys' fees and costs, expert and other witness fees and expenses, investigation costs and amounts paid in settlement. Seller shall not be required to indemnify an Indemnitee against or hold an Indemnitee harmless from that Indemnitee's own sole gross negligence or willful misconduct. The Indemnitees other than Buyer are intended third-party beneficiaries of this Paragraph 16 and shall have the right to enforce this Paragraph 16 directly against Seller.

14. **Insurance.** Seller shall maintain in effect, at Seller's expense, insurance coverage that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any entity or individual, that arises from the Goods or their use. Seller shall maintain in effect, at Seller's expense, employer's liability and worker's compensation insurance in accordance with applicable law. All insurance

that this Paragraph 17 requires shall be of the types and in amounts (including policy limits and deductibles), shall contain endorsements and shall be issued by financially sound insurers that, in each case, are reasonably satisfactory to Buyer. Without limiting the generality of the foregoing, Seller shall comply with any specific insurance requirements that may be included in the Order. Upon Buyer's request, Seller shall cause Buyer to be named as an additional insured under any or all of the insurance policies required by this Paragraph 17 that permit the naming of additional insureds and shall cause each insurer to agree not to cancel or materially modify the policies without giving Buyer at least 30 days' prior written notice. Upon Buyer's request at any time, Seller shall furnish to Buyer certificates of insurance evidencing any required insurance.

15. **Nonconforming Goods; Adequate Assurance.** Without limiting other rights and remedies available to it, Buyer may, at its option: (a) return nonconforming Goods to Seller at Seller's risk and expense, whether or not Buyer would then have the right under applicable law to reject or to revoke acceptance of those Goods, and require Seller either to refund the Price for such Goods or promptly to replace the nonconforming Goods with conforming Goods at Seller's sole risk and expense; (b) retain nonconforming Goods and set off losses resulting from such nonconformance against any amount that Buyer owes Seller, whether under the Contract or otherwise; or (c) replace nonconforming Goods with goods from a third party and charge Seller with the expense incurred in connection with such replacement. If at any time Buyer believes in good faith that it has grounds for insecurity as to Seller's performance under the Contract, then Buyer shall notify Seller of its belief and demand adequate assurance of due performance, in which event Seller shall provide adequate assurance of due performance satisfactory to Buyer within three business days after Buyer demands the assurance, which Seller acknowledges and agrees is a reasonable time.

16. **Default.** If at any time (a) Seller defaults in the performance of any of Seller's obligations to Buyer under the Contract or under any other agreement between Seller and Buyer; (b) Seller repudiates the Contract; (c) any representation and warranty that is either set forth in these Terms or that Seller otherwise shall have made to Buyer in or in connection with the Contract is or becomes false or misleading in any material respect; or (d) there occurs or exists any breach of any warranty or guaranty set forth in these Terms (each of the foregoing, a "Default"), then, in addition to any other rights and remedies that may be available to it, Buyer may terminate the Contract, in whole or in part, without liability to Seller or any third party, and, in such event, Seller shall promptly pay to Buyer all damages that Buyer incurred as a result of the termination and as a result of the Default leading to such termination.

20. **Buyer's Rights.** In addition to the other rights described in these Terms, Buyer has all of the rights and remedies available to buyers of goods under applicable law. No failure or delay by Buyer in exercising any right or remedy shall result in a waiver of such right or remedy, nor shall Buyer be precluded from exercising any right or remedy in the future just because Buyer did not exercise it in the past. Buyer shall have the full statutory period of limitations to bring any legal action that arises out of or in connection with the Contract and/or the Goods. Buyer shall be entitled to recover from Seller damages for any Default (whether or not Buyer terminates the Contract by reason of such Default), including, without limitation: (a) any cost of "cover" or of completing the delivery of the Goods; (b) any attorneys' fees and litigation costs incurred by Buyer; and (c) any other direct damages and all indirect, incidental, consequential, special, punitive and exemplary damages which may result from the Default and/or any resulting termination of the Contract.

17. **Unsafe or Unfit Goods.** If Buyer at any time believes in good faith that any of the Goods, any ingredient of, or any material included in, any of the Goods or any packaging or supplies used in connection with the Goods (a) will not pass any USDA inspection; (b) is or may be adulterated or misbranded within the meaning of the FDC Act or any other applicable federal, state, local or foreign law, rule, regulation, standard and/or order, each as amended; (c) is an article that may not, under the provisions of sections 404, 505 or 512 of the FDC Act, be introduced into interstate commerce; (d) is not free from the presence of pathogens; and/or (e) is or may be otherwise unsafe or unfit for the intended use of the Goods, or if a governmental agency makes a declaration as to any of the foregoing (a "Governmental Declaration"), then, without limiting any other rights and remedies that are available to Buyer under these Terms and/or applicable law, (i) Buyer may terminate the Contract, without liability to Seller or any third party, by giving written notice to Seller, which termination shall be effective immediately or on any later date that the notice specifies, and, in such event, (1) Buyer's obligations under the Contract shall terminate, and Buyer shall not be obligated to pay Seller damages or other compensation by reason of the termination; and (2) Seller shall, unless Buyer directs otherwise, stop work and acquisition of Goods

under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest; and (ii) Buyer shall have the right (1) to recall (*i.e.*, purchase or repurchase) any or all of the Goods, and any products made with or produced by the Goods, from its customers and end-users and any others having possession of the Goods and/or such products, and Seller shall reimburse Buyer for all costs that Buyer incurs in doing so and shall assist Buyer and any applicable governmental agency in the recall, to the extent that Buyer requires Seller to do so; and (2) to return to Seller, at Seller's expense, all such Goods, packaging or supplies that Seller shall have previously delivered to Buyer and to require Seller to refund the Price to Buyer, whether or not Buyer would then have the right under applicable law to reject or to revoke acceptance of those Goods, packaging or supplies. Immediately after becoming aware of any Governmental Declaration, Seller shall furnish to Buyer a copy thereof and copies of all relevant notices, documents and correspondence. To the extent that Buyer requests, Seller shall assist Buyer in any or all aspects of any recall, including, without limitation, developing a recall strategy and preparing and furnishing reports, records and other information. Notwithstanding any termination of the Contract by Buyer pursuant to this Paragraph 21, if Seller demonstrates to Buyer's satisfaction that there is a safe and fit substitute for any such ingredient, material, packaging or supplies, that the substitute conforms to all of the requirements of the Contract, and that Seller can and will use the substitute in or with respect to the Goods, then Buyer shall have the right, but not the obligation, in Buyer's sole discretion, to reinstate the Contract and to require Seller to perform in accordance with the Contract, except that Seller shall use the substitute. Whether or not Buyer terminates and/or reinstates the Contract pursuant to this Paragraph 21, Seller shall be required to pay to Buyer an amount equal to all damages that Buyer incurs by reason of its good faith belief as described in the first sentence hereof or the Governmental Declaration, any resulting recall, any return of any Goods to Seller and/or any termination of the Contract by Buyer.

18. **Setoff.** In addition to its other rights and remedies, Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Seller from and against any damages or other amounts that Seller then owes to Buyer, whether under the Contract or otherwise, and regardless of whether Seller has assigned to a third party (an "**Assignee**") its rights to receive amounts that Buyer is required to pay under the Contract. All rights of any Assignee shall be subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Seller, whether arising under the Contract or otherwise.

23. **Limitation of Liability.** In no event shall Buyer, Gurrentz or any other Indemnitee be liable to Seller or any other entity or individual for damages of any kind or nature in excess of the Price of all Goods actually delivered to Buyer that meet all the requirements of the Contract. In no event shall Gurrentz or any other Indemnitee be liable to Seller or any other entity or individual for indirect, incidental, special, consequential, punitive or exemplary damages, including, without limitation, for lost profits or business, damage to good will or reputation, degradation in value of brands, trade names, trademarks, service names or service marks or other economic losses, whether arising out of breach of contract, warranty, tort (including negligence, failure to warn or strict liability), contribution, indemnity, subrogation or otherwise, even if they have been notified as to the possibility of such damages. Seller hereby expressly and irrevocably waives any and all claims for all such damages. The Indemnitees other than Buyer are intended third-party beneficiaries of this Paragraph 23 and shall have the right to enforce this Paragraph 23 directly against Seller.

19. **Severability.** The provisions of these Terms and the Contract are intended to be severable, and if any provision is unenforceable for any reason, then the remaining provisions shall continue in full force and effect, to the fullest extent permitted under applicable law.

20. **Applicable Law; Consent to Jurisdiction and Venue.** The Contract shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and except as to matters where such state laws are preempted by U.S. federal law, for all purposes shall be governed by, construed and enforced in accordance with the substantive laws, and not the laws of conflicts, of the Commonwealth of Pennsylvania, including, without limitation, the Uniform Commercial Code as enacted by the Commonwealth of Pennsylvania. Seller agrees that any legal action on, relating to or mentioning the Order, the Contract, the Goods or any one or more of them shall be brought only in the federal and state courts located in Allegheny County, Pennsylvania, and Seller hereby irrevocably consents to the exclusive jurisdiction and venue of such courts over any such action. Seller hereby irrevocably waives all objections or defenses it may have to the jurisdiction or venue of such courts, including, without limitation, that any such court is an inconvenient forum.

26. **Waiver of Right to Jury Trial.** Each of Seller and Buyer acknowledges that any claim that may arise under or in connection with the Order, the Contract and/or the Goods is likely to involve complex issues. Therefore, each of Seller and Buyer hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Order, the Contract and/or the Goods.

27. **Interpretation.** The parties intend for these Terms and the Contract to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting a contract or causing a contract to be drafted. Each reference in these Terms to "Paragraph" means a paragraph of these Terms. The paragraph headings in these Terms are included for ease of reference only and are not intended to and shall not affect the interpretation of these Terms or the Contract.

28. **Entire Agreement.** The Contract, including these Terms, constitutes the entire agreement between Seller and Buyer with respect to the purchase by Buyer of the Goods from Seller and supersedes all prior understandings and agreements, whether written or oral, between Buyer and Seller relating to such subject matter. Seller acknowledges and agrees that Buyer has not made any promises or representations to Seller that are not set forth in the Contract. Any change in, or waiver of, any provision of the Order or the Contract (including these Terms) must be contained in a writing signed by an authorized representative of Buyer.