

SALES TERMS AND CONDITIONS

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

2. **Certain Defined Terms.** As used in these Terms, “**Confirmation**” means the electronic mail message, text, telephone confirmation or other communications given or otherwise made by Gurrentz with respect to any sale of Goods by Gurrentz to Buyer; “**Buyer**” means the entity or person named or otherwise identified as the buyer in the Confirmation; “**Seller**” means the Gurrentz entity identified as or otherwise performing the role of the seller in the Confirmation; “**Goods**” mean the goods described in the Confirmation that Buyer is to purchase from Seller; and “**Contract**” means the contract formed pursuant to the Confirmation.

3. **Agreement.** No additional or different terms or conditions stated in any bid, counteroffer, purchase order or other writing issued by or other communication from Buyer (“**Buyer’s Bid**”) shall be binding on Seller unless expressly agreed to in writing by an authorized representative of Seller. If, for any reason, there is no such writing, then (a) the Confirmation, including these Terms, is Seller’s revocable offer to sell, and Seller rejects any additional or different terms or conditions contained in Buyer’s Bid; (b) if the Confirmation nevertheless is deemed in legal effect an acceptance of Buyer’s Bid, then Seller’s acceptance is conditional upon Buyer’s assent to all provisions of these Terms that are additional to or different from the terms and conditions in Buyer’s Bid; and (c) by accepting the Confirmation electronically or by accepting the Goods, Buyer is deemed to either accept Seller’s offer to sell or, if the Confirmation is deemed in legal effect an acceptance of Buyer’s Bid, to assent to all provisions of these Terms that are additional to or different from the terms and conditions of Buyer’s Bid.

4. **No Exports in Violation of U.S. Law.** Buyer will not, and will not permit any direct or indirect customer of Buyer to, export, re-export or otherwise distribute the Goods, or direct products thereof, in violation of any export control laws or regulations of the United States of America (“**U.S.**”).

5. **Price.** Subject to the last sentence of this Paragraph 5 and to Paragraph 6, the price for the Goods (the “**Price**”) shall be as stated in the Confirmation. Notwithstanding the foregoing, the Price is subject to increase without notice if there is any increase in or imposition of new tariffs, duties or taxes, any increase in insurance or freight rates or costs or any increase in other costs.

6. **Duties; Tariffs, Taxes, etc.** Without limiting the generality of Paragraph 5, any increase in the current or any imposition of new U.S. import duties or tariffs and/or any increase in or new imposition of taxes, assessments or fees payable by reason of the importation of the Goods are Buyer’s sole responsibility and shall be chargeable to Buyer as an increase to the Price.

7. **Payment Terms.** Unless otherwise stated in the Confirmation, payment of the Price shall be made in lawful money of the U.S. and shall be due and payable in full on the payment terms directed by Seller, or, in the absence of such directions, net 7 days of the date of Seller’s invoice.

8. **Default.** If Buyer (a) fails to pay the Price in full when due, (b) owes Seller any amount which is overdue at the time Delivery is made under the Contract, (c) has breached any other provision of the Contract or any other agreement with Seller, (d) has credit that has become impaired or unsatisfactory for any reason whatsoever in Seller’s sole judgment, and/or (e) has become insolvent or subject to any proceeding under any bankruptcy or insolvency law at or prior to the time of Delivery under the Contract (each of the foregoing, a “**Default**”), then, in addition to any other rights and remedies available to it, Seller shall have the right, at its sole discretion and without incurring any liability to Buyer or any third party, to: (i) terminate, cancel and/or modify the Contract and/or any other obligations that Seller has to Buyer; (ii) suspend Delivery of and/or not deliver the Goods to Buyer; (iii) make Delivery of the Goods to Buyer only for payment prior to Delivery; (iv) sell the Goods to another party; (v) impose a monthly late charge equal to the lesser of one percent (1%) of the unpaid balance or the maximum monthly amount permitted by law; and/or (vi) exercise Seller’s right of reclamation as to any Goods shipped. Seller 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. Seller shall be entitled to recover from Buyer damages for any Default (whether or not Seller terminates the Contract by reason of the Default), including, without limitation: (a) any other direct damages and all indirect, incidental, consequential, special, punitive and exemplary damages which may result from the Default; and (b) any attorneys’ fees and investigation and litigation costs incurred by Seller.

9. **No Claims for Late Delivery.** Seller has no responsibility for the actual arrival date of any vessel or vehicle bearing Goods under this Contract. Instead, Seller

has given Buyer only a scheduled arrival date. No claim shall arise against Seller due to Delivery of the Goods after such scheduled arrival date for any reason that is not within Seller’s specific and exclusive control.

10. **Title and Risk of Loss; Acceptance.** Unless otherwise stated in the Confirmation, title to the Goods and risk of loss thereto shall pass to Buyer upon delivery of the Goods to a location, truck or freezer designated by Buyer or by any other method of delivery designated by Buyer (“**Delivery**”). Buyer or its agents or assigns shall examine all Goods upon such Delivery and must notify Seller within 24 hours or the next business day of Delivery, whichever is sooner, of all defects or other deficiencies in the Goods. Failure to deliver such notice to Seller within this time frame shall constitute Buyer’s irrevocable acceptance of the Goods.

11. **General Disclaimer of Warranties.** Buyer acknowledges and agrees that Seller does not manufacture or produce the Goods and does not alter the Goods in any way. Buyer further acknowledges and agrees that, to the fullest extent permitted by applicable law, the Goods are sold to Buyer on an “As Is” basis. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER (A) MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE GOODS; AND (B) DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

12. **No Warranties as to Absence of Pathogens and Contaminants.** Without limiting the generality of Paragraph 11, to the fullest extent permitted by applicable law, (a) Seller makes no warranty, express or implied, that the Goods are free from the presence of pathogens, including, without limitation, Hepatitis A, Salmonella, Listeria, Shiga toxin-producing E. coli (STEC) or any other E. coli, or from the presence of any contaminants; and (b) Seller hereby disclaims all such warranties.

13. **Indemnity.** Buyer, at Buyer’s sole expense, shall (a) indemnify, defend and hold harmless Gurrentz International Corporation, its subsidiaries and other affiliates and its divisions, their respective equity owners and all officers, employees, independent contractors and other representatives of each of the foregoing (collectively, the “**Gurrentz Group**”) from and against each and every claim, demand or investigation (each, a “**Claim**”) asserted, brought or initiated by any third party (including, without limitation, any direct or indirect customer of Buyer or any affiliate thereof and any governmental agency or body), against or otherwise involving one or more members of the Gurrentz Group, which Claim is based upon or otherwise results, in whole or in part, from (i) any breach of any provision of these Terms, or any other provision of the Contract, by Buyer, any affiliate thereof or any direct or indirect customer of Buyer or any affiliate thereof; (ii) any other Default; (iii) any actual or alleged violation of law or other act or omissions on the part of Buyer, any affiliate thereof or any direct or indirect customer of Buyer or any affiliate thereof; and/or (iv) any contract or other commitment entered into or made by Buyer with or to any third party in connection with the Contract and/or the Goods; and (b) reimburse the applicable members of the Gurrentz Group 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 such Claims. Each member of the Gurrentz Group affected by any Claim shall have the right to participate with Buyer in the defense of such Claim, which participation shall be at such member’s expense, except that if Buyer shall have failed, upon such member’s request, to promptly assume the defense of any Claim and thereafter diligently prosecute the same or to employ counsel satisfactory to such member in connection with such defense, then such member shall have the right to engage its own counsel to wholly provide or participate in the defense of such Claim, and Buyer shall reimburse such member, on a monthly basis, for all costs and expenses incurred by such member 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. Buyer shall not be required to indemnify any member of the Gurrentz Group against or hold such member harmless from such member’s own sole gross negligence or willful misconduct. The other members of the Gurrentz Group are intended third-party beneficiaries of this Paragraph 13 and of Paragraph 14 and shall have the right to enforce the same directly against Buyer.

13. **Limitation of Liability.** No member of the Gurrentz Group shall be liable to Buyer or any other entity or individual for any loss, damage or injury arising out of, in connection with or resulting from these Terms, the Confirmation and/or the Contract, the performance or nonperformance thereunder by any member of the Gurrentz Group, or the subsequent sale, use or application of the Goods unless such loss, damage or injury results directly and solely from gross negligence or

willful misconduct on the part of such Gurrentz Group member. In no event shall Seller or any other member of the Gurrentz Group be liable to Buyer or any other entity or individual for damages of any kind or nature in excess of the price of the Goods actually delivered to and paid for by Buyer. In no event shall Seller or any other member of the Gurrentz Group be liable to Buyer 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. Buyer hereby expressly and irrevocably waives any and all claims for all such damages.

14. **Force Majeure.** Inability (in whole or in part) on the part of Seller to perform any of its obligations under the Contract shall be excused and suspended for the period and to the extent of such inability, without any liability to Buyer or any third party, when such inability is the direct or indirect result of, or caused by, an act of God or public enemy, fire, natural catastrophe, flood, pandemic or epidemic, war (declared or undeclared), hostility between nations, riot, civil commotion, act of terrorism, act of governmental authority, governmental law, order, regulation, direction or request, embargo, accident, strike or other labor trouble, sabotage, explosion or any other contingency, circumstance or cause beyond Seller's reasonable control, including, without limitation, the failure of any Goods shipped from outside the U.S. to either be delivered at the U.S. port of entry or pass United States Department of Agriculture (USDA) inspection (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event which causes Seller to be unable (in whole or in part) to perform its obligations under any Contract, Seller shall have the right, but not the obligation, to: (a) substitute all or part of the Goods with those of reasonable likeness, and such substitution shall constitute Delivery under the Contract; and/or (b) terminate the Contract, in whole or in part. Under no circumstance shall Seller's inability to perform to the extent caused by a Force Majeure Event give rise to a claim against Seller or result in any liability owing to Buyer or any third party.

15. **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.

16. **Applicable Law; Consent to Jurisdiction and Venue.** Buyer acknowledges that the Goods are subject to regulation under U.S. federal law, and that such federal regulation preempts the application of state and local laws to certain matters regarding the Goods. 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. Buyer agrees that any legal action on, relating to or mentioning the Confirmation, 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 Buyer hereby irrevocably consents to the exclusive jurisdiction and venue of such courts over any such action. Buyer 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.

18. **Waiver of Right to Jury Trial.** Each of Seller and Buyer acknowledges that any claim that may arise under or in connection with the Confirmation, 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 Confirmation, the Contract and/or the Goods.

17. **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.

20. **Entire Agreement.** The Contract, including these Terms, constitutes the entire agreement between Seller and Buyer with respect to the sale of the Goods by Seller to Buyer and supersedes all prior understandings and agreements, whether written or oral, between Buyer and Seller relating to such subject matter.

Buyer acknowledges and agrees that Seller has not made any promises or representations to Buyer that are not set forth in the Contract. Any change in, or waiver of, any provision of the Confirmation or the Contract (including these Terms) must be contained in a writing signed by an authorized representative of Seller.