

## ANCHOR INGREDIENTS CO., LLC PURCHASE TERMS AND CONDITIONS

- 1. GENERAL TERMS AND CONDITIONS:** These Terms & Conditions (the “T&Cs”) apply to and form an integral part of an offer from Anchor Ingredients Co., LLC (Buyer) to purchase the products listed on the Contract or Order (the “Products”) from the Seller (the Buyer and Seller are collectively “Parties”). Once accepted, the Contract and/or Order, these T&Cs, and the Required Documents listed in the Contract and/or Order shall constitute the complete and exclusive agreement (“Agreement”) between the Parties. No other documents, conditions, understandings, agreements, assignment, purchase order, confirmation or acknowledgement purporting to modify or vary the terms of this Agreement shall be binding upon the Parties unless the same shall be made in writing and signed by an authorized signatory of both Parties. Seller will be deemed to have accepted this Agreement either by (a) execution and return hereof, (b) electronic or emailed acceptance of the Agreement, or (c) shipment of the Products, whichever occurs first, provided, however, that if none of these events occur, and Seller does not reject this Agreement within three (3) days of receipt, the Agreement will be deemed accepted.
- 2. ACCEPTANCE:** Buyer’s agreement to purchase Products is expressly conditioned upon Seller’s acceptance of these Terms and Conditions. Any terms and conditions proposed or stipulated by Seller shall not apply - not even in addition to these Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.
- 3. PRODUCT SPECIFICATIONS:** If Product does not meet the Specifications provided by Buyer or is otherwise defective “Non-Conforming Product”), Buyer may reject the Product and return it to Seller at Seller’s expense. Should defects be latent and not observable upon visual examination, and the Product is subsequently sold to a third party and/or used in finished goods, Seller shall be responsible for all claims associated with any damage caused by the Non-Conforming Product either to third parties, or to finished goods containing the Non-Conforming Product in addition to the remedies outlined in Section 11 herein.
- 4. PRICE:** The price of the Products is the price stated in the Contract and/or Order (the “Price”). Unless otherwise specified in the Contract and/or Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor, transportation costs or otherwise, without the prior written consent of Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under the Contract and/or Order or other agreement between the parties or affiliates.
- 5. SHIPPING INSTRUCTIONS:** Buyer will provide shipping instructions prior to Product shipment.
- 6. SHIPMENT, RISK OF LOSS AND RECORDS:** Seller shall manufacture, label, store, load and ship all Products in accordance with all applicable United States and any applicable foreign laws and regulations, including but not limited to US Customs requirements if applicable, to ensure safe delivery and freedom from damage. Buyer will not pay charges for loading, shipping, or delivery, unless otherwise stated herein. Seller shall include a packing sheet listing this Contract and/or Order number in each package

or load. Any other documents required are noted on the Contract or by law. Title and risk of loss of the Product passes to Buyer upon acceptance at the Buyer's facility or a pre-determined designated delivery point.

7. **WARRANTIES:** Seller warrants to Buyer, its successors, assigns, customers and ultimate users of Buyer's products that contain Seller's Products shall: (a) be merchantable and fit for human or animal consumption at the time of delivery, (b) not be adulterated or misbranded within the meaning of the FDCA or include any article or product which may not, under the provisions of such Act or the Bioterrorism Act, be introduced into interstate commerce, (c) not pose any food safety or quarantine risks to the Buyer and that the Product has not been shipped from any area quarantined by the United States Department of Agriculture - Animal and Plant Health Inspection Service (USDA-APHIS), (d) produced under a comprehensive Food Safety Plan that is regularly maintained, updated and validated and be traceable to source and batch in the event of any recall issues arising and that adequate product samples are kept and properly stored in accordance with good manufacturing practice, (e) carry out (and maintain all relevant correspondence, documents and records relating to) any necessary regulatory testing relating to manufacture, quality, storage, packing, transportation, export or sale of the products and/or services, or the performance of your obligations under these terms and conditions, (f) not infringe the intellectual property rights of any third party, foreign or domestic; (g) comply with Buyer's Specifications, (h) be supplied with all necessary documents and other information required to ensure that the products are properly cleared for export and import to enable delivery, and (i) be free and clear of all liens, security interests or other encumbrances, and (j) free of from defects. Seller further warrants that it will immediately notify Buyer if Seller learns of any potential violation of state or federal law, or any quality, safety issue (including product recall), with the Product supplied by Seller or any potential violation of Seller's obligations. Payment for Product does not eliminate Seller's warranty or obligations hereunder, and Seller shall be fully liable for any obvious or latent defects in the Product.
8. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable United States and international laws, regulations and standards, including, but not limited to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (including the requirements of Proposition 65), and any similar state law, and with all applicable export control, import, customs and economic sanctions laws, executive orders and regulations of the United States and other governments (collectively "Trade Control Laws") and that the Products otherwise meet all relevant export, import and other legal and regulatory requirements (including those relating to consumer product safety), and including those that we may have notified you of.
9. **LIMITATION OF LIABILITY:** BUYER SHALL NOT BE LIABLE FOR ANTICIPATED PROFITS OR LOSS OF REVENUE, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND. BUYER'S LIABILITY FOR ANY CLAIM ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS AGREEMENT OR FROM PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS THEREOF GIVING RISE TO THE CLAIM, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. SELLER MUST COMMENCE ANY ACTION AGAINST BUYER

ARISING FROM THIS AGREEMENT WITHIN SIXTY (60) DAYS FROM DATE THE CLAIM ACCRUES. Nothing in this Contract and/or Order shall exclude or limit (a) Seller's liability under this Agreement, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

10. **INDEMNIFICATION:** Seller, its parents & affiliates hereby agrees to defend, indemnify and hold harmless Buyer, its affiliates, related companies, and its customers, and their respective directors, officers, shareholders, and employees, contractors and agents (collectively, the "Buyer Parties") against all claims, causes of action, liabilities, fines, penalties, investigations, recalls, direct, indirect or consequential losses, expenses or damages (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of goodwill and similar losses) and other costs and expenses (including without limitation, reasonable fees and expenses of an attorney of Buyer's choosing), awarded against or incurred or paid by Buyer Parties arising out of, or resulting in any way from this Agreement, including, without limitation: (a) claims related to the breach of any warranty provided herein or implied by law or delay in performance, (b) claims for property damage, personal injury or death, (c) claims that the Product infringes, or their importation, use or resale, infringes on the intellectual property rights of any other person, (d) claims based upon the quality and/or condition of the Products, (e) claims by governmental agencies, and (f) claims arising out of the negligent or intentional wrongdoing of Seller or its servants, employees, independent contractors, agents or representatives. Seller's indemnification obligation shall include any and all costs and expenses incurred by the Buyer Parties in connection with such Claims, including, without limitation, reasonable fees and expenses of an attorney of the Buyer Parties' choosing.
11. **INSPECTION AND REJECTION OF NONCOMFORMING PRODUCTS:** The Buyer has the right to inspect the Products on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming or defective. If Buyer rejects any portion of the Products, Buyer has the right, effective upon written or emailed notice to Seller, to (a) immediately terminate the individual PO by giving written notice to Seller with no further sums due from Buyer to Seller, (b) reject the Products, in whole or in part, and return them to Seller at Seller's own risk and expense, (c) require Seller to rework or replace the rejected Products, or to provide a full refund of the purchase price for the rejected Products, (d) refuse to accept any subsequent delivery of the Products which Seller attempts to make, (e) where Buyer has paid in advance for Products that have been provided by Seller, require such sums be refunded by Seller, (f) claim damages for any costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's breach of this Agreement, or the failure to deliver the Products on the due date specified herein, including, but not limited to charges levied against Buyer by its customers for late delivery, and/or (g) obtain replacement products from an alternative supplier and recover from Seller any additional expenditure incurred by Buyer in obtaining replacement Products from another supplier, and (h) any other remedies or damages allowed at law or equity. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. These warranties are cumulative and in addition to any other

warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products with the foregoing warranties.

12. **CANCELLATION AND TERMINATION:** In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement, in whole or in part, with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. Buyer may also terminate this Agreement if the law changes to prevent fulfillment, or if Seller is added to the FDA Red List, provided, however, that should Buyer determine not to terminate the Agreement but continue the relationship, then Seller shall pay any extra fees or duties incurred by Buyer thereby. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.
13. **ARBITRATION AND GOVERNING LAW:** Except as otherwise expressly provided for herein, this Agreement is subject to trade and arbitration rules noted on the first page in effect on the date hereof. If, for whatever reason, the trade and arbitration rules are determined to be unenforceable by a court of competent jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its conflict of laws provision, and the Parties agree that jurisdiction for any court proceedings arising out of or related to this Agreement shall lie exclusively in the state or federal courts of North Dakota.
14. **ASSIGNMENT, INVALIDITY AND SEVERABILITY:** Seller shall not assign, subcontract, transfer nor delegate any part of this Agreement without the Buyer's prior written consent. Any assignment, subcontract, transfer, or delegation shall be null and void. The invalidity of any provision of this Agreement shall not affect the validity of any other provisions hereof. If any of the provision herein is deemed unenforceable the remaining sections shall continue to be in full force and effect.
15. **CONFIDENTIALITY:** Seller agrees that Buyer may disclose Seller information to Buyer customers, including information disclosed in any of the information disclosed to Buyer by Seller. Without Buyer's prior written consent, Seller, its parents & affiliates shall not: (a) disclose or use any proprietary or confidential information provided by Buyer for any purpose other than performing this Agreement, (b) announce, publicize, or discuss with third parties the subject matter of this Agreement, (c) include Buyer's name or trademarks in any sales materials.; or (d) disclose that Buyer is Seller's customer.
16. **RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.
17. **SURVIVAL:** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

