

TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions.

(a) These "Terms and Conditions" (as defined below) preempt the existence of and/or overrides any other agreements or terms and conditions, if any, whether express or implied, or whether oral or in writing, between Buyer and Seller concerning Buyer's obligation and/or commitment to purchase products from Seller. Buyer is under no obligation to purchase products from Seller regardless of whether Seller is willing or able to supply Buyer and Seller may not produce or procure any Products for Buyer in the absence of a purchase order or purchase contract for said Products.

(b) Seller hereby acknowledges that Seller has received a written purchase order ("Purchase Contract") from Buyer to purchase certain products ("Product(s)") from Seller and that the Purchase Contract and the provisions of this instrument shall confirm and govern this transaction. Seller hereby assents and accepts all of the provisions of the Purchase Contract and these terms and conditions ("Terms and Conditions"). If any Seller purchase order, invoice or other document ("Seller Document(s)") states terms additional to, different from or inconsistent with the Terms and Conditions, this instrument shall serve as a notice of Buyer's objection to such additional, different or inconsistent terms; and if any Seller Document expressly limits acceptance to its terms, this instrument shall be deemed a rejection of Seller's offer to sell and a new offer of sale which can only be accepted in accordance with the Terms and Conditions set forth herein without modification, addition, or alteration shall be deemed agreed upon by the parties. In the event of any inconsistency between the Terms and Conditions and any term or provision of any other document, including, but not limited to any Seller Document, the terms and conditions set forth herein shall control and prevail. IF THIS PURCHASE CONTRACT AND THE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO SELLER EXACTLY AS PROVIDED HEREIN, SELLER SHALL IMMEDIATELY AND SPECIFICALLY INFORM BUYER IN WRITING AND RETURN THE PURCHASE CONTRACT.

2. Price; Terms; Interest on Past Due Accounts.

(a) The prices for the Products and timing for payment shall be as provided on the Purchase Contract. The prices provided on the Purchase Contract include any and all charges, including, but not limited to, packaging, crating and transportation F.O.B. destination unless the Purchase Contract states otherwise. No charge in addition to the prices and charges expressly stated on the Purchase Contract will be applicable without the prior written consent of Buyer.

(b) All purchases may be subject to taxes or tariffs applicable to this transaction. Any such taxes or tariffs shall be for the account of Seller and paid by

Seller. Any tax, tariff or duty which is imposed upon Seller by any governmental authority is included by Seller in the price of the Products as reflected on the Purchase Contract.

(c) Any charges incurred by Seller for receipt of payment from Buyer shall be the sole responsibility of Seller.

(d) All indebtedness outstanding after the date due shall not bear any interest.

3. Seller's Representations, Warranties and Acknowledgements. Seller hereby represents and warrants to Buyer the following:

(a) Seller is aware of the intended use of the Products by Buyer and the Products are compatible with Buyer's intended use.

(b) The Products, including the packaging, will (i) conform to the descriptions, specifications and standards of Buyer; (ii) be of good material and quality; (iii) free from defects of any kind; (iv) be consistent with any samples submitted to and accepted by Buyer, if any (v) will be safe and fit for ordinary purposes; (vi) will comply with all federal, state, municipal, local and other laws, rules, regulations, ordinances, directives and guidelines of any nature applicable to the Products; and (vii) not impart any unintended flavor, odor, or color.

(c) That all Products will be delivered with a reasonable shelf life remaining based on the type and nature of the Product and Products sold by Seller to Buyer do not contain human public health pathogens.

(d) Seller warrants that it shall convey good and marketable title to and full right to dispose of all Products sold to Buyer by Seller. The Products are delivered to Buyer free of any and all security interests, liens or encumbrances of any kind.

(e) Seller hereby provides all warranties and representations of every kind provided herein, in addition to any manufacturer's warranties, implied warranties and warranties by operation of law or otherwise, including, but not limited to warranties of merchantability and fitness for a particular purpose.

(f) The Products, any Product information and labels provided by Seller, and the delivery to Buyer and the subsequent sale of the Products will not infringe, or contributorily infringe, or otherwise conflict with any intellectual property right of anyone, including, but not limited to any patent, copyright, trademark, trade

names, trade secret or trade dress rights, or, without limitation, any other rights belonging to others.

(g) The accuracy of all information, including but not limited to Product information such as Product name and description; nutritional information; ingredient lists; Kosher certifications; and claims that the Products are "organic," "non-GMO," "natural," "fat-free," or contain "no preservatives" or "no artificial flavorings or colorings," etc. Seller further represents and warrants the accuracy of all nutritional claims and information, nutrient content claims, health claims, descriptive claims, and/or any other claims that appear on the labels and/or packaging of Seller's Products, whether private-label or otherwise.

(h) Buyer's delivery of any purchase order to Seller and agreement to proceed with any transaction is expressly conditioned upon Seller's acknowledgment and agreement that Seller assumes all responsibility for compliance with any of the production, harvesting, manufacturing, processing, transporting, delivering packaging, labeling, or other specifications and requirements of any foreign, federal, state, or local law or regulation, including without limitation, the Transportation Safety Act of 1974 or any amendments thereto or regulations issued thereunder, regarding transportation of hazardous materials or substances. Responsibility for complying with all such applicable laws and regulations is expressly assumed entirely by Seller.

(i) The resale of any of the Products by Buyer would not be in violation of any federal, state, or local law or regulation of the United States of America or any of its subdivisions, or the laws of any other country, state, or international governing body, including but not limited to all Weights and Measures regulations applicable to the Products. Said Products shall fully comply at the time of purchase and/or through the date listed as the "expiration" or "sell by" date.

(j) The Products sold to Buyer were not produced, harvested, manufactured, processed, packaged, labeled, transported, or delivered using forced or prison labor or forced or illegal child labor.

(k) Seller's representations and warranties shall survive delivery and performance and shall not be deemed waived for any reason, including, but not limited to, acceptance of the Products or payment for them.

4. Limitation of Liability.
SELLER'S SOLE AND EXCLUSIVE REMEDY IN ANY ACTION AGAINST BUYER RELATING TO THESE TERMS AND CONDITIONS. THE PURCHASE CONTRACT, AND/OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BREACH OF CONTRACT, ANY TORT CLAIM OF ANY NATURE, INDEMNITY, CONTRIBUTION OR STRICT LIABILITY ("CLAIMS"), SHALL BE

THE RECOVERY OF THE ACTUAL COST OF PRODUCTS PROVIDED IN BREACH OF THIS CONTRACT. THIS PROVISION SPECIFICALLY ELIMINATES ANY AND ALL OTHER REMEDIES OTHERWISE AVAILABLE TO SELLER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS OF ANY KIND. IN THE EVENT THE SOLE AND EXCLUSIVE REMEDY PROVISION SET FORTH ABOVE IN THIS PARAGRAPH IS DEEMED UNENFORCEABLE, SELLER FURTHER AGREES THAT REGARDLESS OF SUCH EVENT, BUYER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. THE PARTIES INTEND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AS AN INDEPENDENT AGREEMENT APART FROM THE SOLE AND EXCLUSIVE REMEDY PROVISION.

5. Invoice. Seller shall issue a separate invoice for each shipment made pursuant to this Purchase Contract. Each invoice shall contain all Product description information provided on the Purchase Contract, including prices and quantities. Buyer shall receive all applicable discounts whether or not such discount is reflected on the invoice. Buyer reserves the right to withhold any disputed amounts until such dispute is resolved, and Buyer may withhold and offset any amounts Seller or any affiliate of Seller owes to Buyer.

6. Contingencies and Time of Performance for Buyer. Buyer may delay acceptance of the Products and shall not be liable to Seller or any other person for any failure or delay in the performance of any obligation under these Terms and Conditions due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, sabotage, strikes, lockouts, labor disputes, labor shortages, work stoppages or delays, transportation embargoes or delays, failure or shortage of materials, supplies or machinery, acts of God, or acts or regulations or priorities of the federal, state, or local government or branches or agencies thereof. Time is not of the essence for Buyer's performance. When the events operating to excuse Buyer's performance shall cease, these Terms and Conditions shall continue in full force until all deliveries have been completed.

7. Packaging Requirements, Delivery and Shipment.

(a) All shipping containers shall be packaged to (i) insure safe arrival at the specified destination; (ii) secure the lowest transportation costs; and, (iii) comply with the requirements of the common carriers.

Each shipping container must be marked clearly to show Buyer's Purchase Contract number and the quantity of Products in such containers. Seller shall also provide an itemized packing list showing all such information. Buyer's count of the Products shall be conclusive. Buyer will not be responsible for deliveries which do not correspond to a valid Purchase Contract number.

(b) All deliveries are F.O.B., the location designated on the Purchase Contract, unless otherwise agreed in writing by Buyer. TIME IS OF THE ESSENCE WITH RESPECT TO ALL OBLIGATIONS OF SELLER UNDER THE PURCHASE CONTRACT AND THE TERMS AND CONDITIONS. The Products must be received by Buyer not later than the specified delivery date(s). Buyer has the unconditional right to reject, without liability, any Products received later than the specified delivery date(s) and hold Seller liable for any damages sustained by Buyer as a result of said late delivery. In the event Seller's timely performance is threatened by any reason whatsoever, Seller shall immediately notify Buyer of all relevant information with respect to such dispute.

(c) Where delivery is by means of common carrier or is arranged by Buyer, all risk of loss, damage, and all incidents of title and ownership shall pass to Buyer upon delivery to the common carrier arranged by Buyer. Except as provided above, risk of loss, damage and all incidents of title and ownership shall pass from Seller to Buyer at the destination designated on the Purchase Contract. To avoid congestion and delays in loading, the mode of transportation and routing of shipments shall be selected by Buyer.

(d) Carriers are responsible for Products delayed, lost, or damaged in transit. In case of loss or damage to Products in transit, Seller shall immediately notify the carrier or its agent in writing of such loss or damage and shall do all things necessary to assert and prosecute a claim against the carrier for such loss or damage and shall cooperate fully with Buyer in any such claim Buyer may assert against such carrier for such loss or damage.

8. Indemnification. Seller agrees to pay, defend, indemnify and hold harmless Buyer against and in respect of the following:

(a) Seller shall, to the fullest extent permitted by law, indemnify, defend, and hold Buyer (and its officers, directors, shareholders, employees, agents, or insurers) harmless from and against any and all claims, actions, liabilities, damages, costs, expenses, penalties, fines and losses of any kind brought by a third party (including but not limited to private parties and government agencies) against Buyer (and its officers, directors, shareholders, employees, agents, or insurers) arising out of or related to (a) the sale of Products by Seller to Buyer; (b) the involvement of an agent, broker, distributor, or sales representative in any such sale or any existing or prior relationship between Seller and an agent, broker,

distributor, or sales representative; (c) the marketing, advertising, or resale of those Products by Buyer; (d) the consumption or use of those Products by any person; (e) failure to perform any covenant on the part of Seller under these Terms and Conditions; (f) the contamination of the Products, recall of Products, defect in the Products or the use of the Products by Buyer or any third party or (g) the breach or alleged breach of any of the representations and warranties made herein by Seller. This indemnity obligation shall apply even if the claim is groundless, false, or fraudulent, shall apply regardless of whether it is covered by either Buyer or Seller's insurance, and shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, and to any suit or action founded upon such claims.

(b) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including attorneys' fees, expert or other witness fees, investigations, penalties, costs, lost profits and the like incident to any matter under the preceding subparagraph 8(a) of this paragraph.

9. Insurance. Seller agrees to maintain commercial general liability insurance (including endorsements to cover recall claims and claims arising in transit), automobile liability insurance, workers compensation insurance and employment practices liability insurance in amounts reasonably acceptable to Buyer. Seller's insurance carrier must be rated "Class A: VII" or better as reported in A.M. Best's Key Rating Guide and be authorized to do business in the United States. "Andersen & Sons Shelling, Inc. and its subsidiaries, affiliates, shareholders, directors, officers, agents, and employees" must be listed as additional insureds on the certificate of insurance in order that Buyer may be defended and indemnified in suits involving Products sold to Buyer by Seller or security breaches of Seller's facilities or IT systems that affect Buyer's proprietary or confidential information. The certificate of insurance must indicate that Buyer will be given at least thirty (30) days' written notice prior to the cancellation of Seller's liability policy. Self-insurance is not acceptable except with the prior written approval of Buyer.

10. Inspections and Returns. Any and all orders and purchases of Products are returnable as provided herein. Buyer shall have the right to inspect and test the Products offered prior to delivery and at the time and place of delivery. Buyer may reject or revoke its acceptance of all or any part of the order or Products that do not conform to the Terms and Conditions or Buyer's specifications. Buyer shall be entitled to a refund or credit for any rejected or revoked Products including shipping costs. Rejected or revoked Products will be held at Seller's risk and expense for not more than ten (10) days pending reasonable instructions from Seller. If Seller instructs Buyer to return the rejected or revoked Products within the ten (10) day period, the Products will be returned at the sole cost and expense of Seller. Products remaining in possession of Buyer after the ten (10) day period may be sold for Seller's account, destroyed or disposed by Buyer at Seller's

expense. Acceptance of certain Products by Buyer shall not be deemed a waiver of Buyer's right to revoke acceptance or reject or revoke any future shipments of non-conforming Products, seek indemnification hereunder or cancel the Purchase Contract. In no event shall payment for the Products be deemed to constitute Buyer's acceptance thereof or to prejudice any other rights or claims of Buyer.

11. Cancellation and Termination. In addition to all other rights and remedies of Buyer hereunder or by operation of law, Buyer reserves the right to cancel the Purchase Contract or any part thereof at any time if Seller breaches any of the Terms and Conditions, including, but not limited to, Seller's failure to deliver Products on the specified delivery date or delivery of non-conforming Product. Such cancellation shall be without liability of any kind to Buyer and Buyer shall receive a refund of all amounts paid to Seller on account of the cancelled transaction.

12. Audits and Site Visits. Seller agrees that Buyer has the absolute right to audit, visit, or tour any facilities used for the production or storage of Products sold to Buyer. Seller agrees that it shall pay all costs for any such audit conducted by Buyer's designated third-party auditor and that Buyer may deduct from any outstanding invoices with Seller the amounts due for such audit if Seller does not timely comply with this obligation.

13. Miscellaneous Provisions.

(a) The waiver by Buyer of any term, provision or condition provided herein shall not constitute (i) a waiver of any other term, condition, or provision hereof; (ii) a waiver of a subsequent breach of the same term, condition, or provision; or (iii) a waiver of any conditions in any subsequent transaction. Buyer shall have all rights and remedies specified in the Purchase Contract and the Terms and Conditions, in addition to any rights and remedies provided under California law. All such rights and remedies are cumulative.

(b) This Purchase Contract does not create a partnership, joint venture or employment relationship between the parties. Each party is an independent contractor with no authority to bind the other party and is solely responsible for its respective employees and legal obligations.

(c) This instrument and delivery confirms the sole and entire agreement between Buyer and Seller pertaining to the purchase of the Products and except as otherwise expressly provided herein, none of the terms and conditions contained herein may be added to, deleted, modified or altered except by a written instrument signed by Buyer and Seller. There are no oral understandings, representations, or agreements relative to this transaction which are not fully expressed herein. Seller acknowledges and agrees that representatives of Buyer are not authorized to make oral representations on behalf of Buyer which

expand upon or contradict the terms and conditions contained herein.

(d) If any part of the Purchase Contract or the Terms and Conditions cannot be legally enforced, it shall not affect the other provisions provided herein, which shall remain in full force and effect. The completion or cancellation of any Purchase Contract will not affect any rights and obligations of any party hereunder except as expressly provided herein.

(e) Each party agrees that an electronic signature on the Purchase Contract or an electronic image of the signed Purchase Contract shall have the same force and effect as manual signatures or the original signed Purchase Contract.

(f) Any and all disputes between the parties shall be determined by binding arbitration before the American Arbitration Association for arbitration in Tehama County, California, United States of America. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The provisions of Sections 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure apply to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of these Terms and Conditions nor to grant any remedy which is either prohibited by these Terms and Conditions, or not available in a court of law. Any and all claims between the parties shall be governed by the laws of the state of California. Any and all disputes which are not arbitrated shall be determined by the federal courts in the Eastern District of California and each party submits to the exclusive jurisdiction of such courts. The prevailing party in any action (including a lawsuit or arbitration) shall be entitled to recover costs and attorneys' fees from the other party.

(g) The rights and obligations of the Seller under these Terms and Conditions are personal to it, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer, without the written consent of the Buyer, which may be granted or denied in its sole and absolute discretion. In the event of a bankruptcy or insolvency of the Seller, Buyer shall have the right to terminate these Terms and Conditions and cancel the Purchase Contract, in its sole and absolute discretion, without any liability or obligations of any kind and receive a refund of any amounts paid to Seller on account of the cancelled Purchase Contract.