

## NEW ENGLAND FLOUR CORP. BUYER TERMS AND CONDITIONS

Seller and New England Flour Corp. ("NEF" or "Buyer") shall be bound by the terms and conditions of the Buyer's Purchase Order ("PO") and Purchase Agreement and these General Terms and Conditions to the Agreement (collectively the "Agreement").

All sales of any goods by Buyer are expressly conditioned upon the terms and conditions set forth below. Any order or any statement of intent to purchase any such goods or any direction to proceed shall constitute consent and agreement with the enclosed terms and conditions. Any additional or different terms or conditions set forth in Seller's Invoice, supply agreement, or similar communication which conflict in any manner with the enclosed terms and conditions are not binding upon Buyer unless specifically agreed to in writing by an authorized officer of Buyer. Seller agrees to the enclosed terms and conditions upon order confirmation and or shipment of any portion of the order.

1. **PRICES AND TERMS.** All sales are made EXW Incoterms 2020 point of shipment unless specified in writing on the PO, Agreement, contract, or any other agreement of sale between Seller and Buyer; such incoterms are to be interpreted according to the most recent definitions published by the I.C.C. or defined delivery terms. Should Seller sell goods at a delivered price, Seller shall be responsible for all additional freight and tariff charges incurred by Buyer (even if freight and tariff charges are increased after the time of the agreement) or have the option to arrange and be responsible directly for freight and tariffs at Seller's sole cost, including any fuel surcharges.

2. **DELIVERY AND PERFORMANCE.** Buyer shall not be liable for failure to accept or for delay in product acceptance or performance due to (i) a cause beyond its reasonable commercial control; (ii) an act of god, act or omission of Seller, act of civil or military authority, governmental shutdown or priority, pandemic, or other allocation of control, fire, strike or labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer or freight carrier, including without limitation any delay, increase in shipping, tariff, or manufacturer's costs to Seller or failure to timely deliver the ordered product; or (iii) any other commercial impracticable event. In such event Buyer has the option to either cancel the order(s), delay the date of delivery, or charge the additional cost of delivery/product to the Seller. In addition, to any other right which Buyer may have hereunder or at law, Buyer may suspend or cancel shipment of any goods for which Buyer has not already received whenever Seller is in default under this PO, Agreement, contract, or any other agreement of sale between Seller and Buyer.

Seller warrants that the prices for the goods and services herein are not less favorable than those currently extended to other customers for the same or similar quantities as of the date of the POs. If Seller reduces pricing during the term of this Agreement and POs, Seller shall reduce the prices charged to Buyer accordingly. Seller warrants that prices listed in the Agreement and POs are complete, and no additional charges of any type shall be added without Buyer's express written consent. Buyer reserves the right to cancel any contracts or delivery without incurring any liability in the event of any tariffs imposed by a governmental agency after the date of the PO.

Seller shall bear all risk of loss, damage, spoliation and deterioration, and all other risks of all goods covered by this Agreement and the POs until conforming goods have been received and accepted by the Buyer at Buyer's designated location.

3. **TERMINATION.** Seller may terminate an order only by mutual written agreement. Time is of the essence, and if delivery of goods or rendering of service is not fully completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement and any POs by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or service elsewhere and charge Seller for any loss incurred, including without limitation, an increase in the purchase price of the product, taxes and tariffs, and freight charges.

4. **SELLER WARRANTIES.** Seller warrants that all Product furnished hereunder shall be free of all liens and encumbrances, shall be free from defects in workmanship and material, not adulterated or misbranded, and shall comply with the terms of the Buyer's POs and any drawings and specifications. If any Product delivered hereunder

does not comply with any implied or expressed warranties, Buyer may require Seller to correct at no cost to Buyer or return such defective or non-conforming article to Seller and recover from Seller the contract price and incidental costs incurred because of the non-conforming material. Seller warrants that all such goods and services shall conform to any written statements or advertisements for such goods or services and that any goods shall be sufficiently and satisfactorily contained, packaged, marked, and labeled.

All goods ordered herein shall be subject to inspection and testing by Buyer at all reasonable times and places, prior to acceptance. Seller shall permit Buyer access to its facilities at all reasonable times for inspection of goods by Buyer and will provide all tools, facilities, and assistance necessary at no additional cost to buyer.

Seller expressly warrants that the goods covered by this order are of merchantable quality and fit and safe for human consumption. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold Buyer harmless from all liability, loss, damage, and expense, including reasonable counsel fees incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law.

Seller warrants that all goods comply with applicable U.S. Federal and state laws, regulations, and standards, including, but not limited to, the Federal Hazardous Substances Act and the Consumer Product Safety Act, all as amended. In addition, Seller warrants that all goods comply with applicable European Directives and regulations and the Canada Hazardous Products Act, all as amended.

5. **INDEMNITY AND INSURANCE.** Seller agrees to indemnify and hold harmless Buyer and its officers, directors, shareholders, agents, representatives, and employees from and against all loss liability, claim damage, demand cost or expense (including reasonable attorney's fees), whether direct, indirect, incidental, or consequential, resulting in, caused by, related to, or arising out of or from:

- a) the installation, operation or use of Products, except to the extent that such injury or damage is due solely and directly to the negligence of an indemnified party, and
- b) any negligent act or omission on the part of Seller, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such act is caused, in part, by a party indemnified hereunder, and
- c) any breach by Seller of any representation, warranty or covenant of Seller contained in this Agreement. Seller, at its sole cost, shall carry and maintain general liability and products liability insurance during the time of this Agreement, any POs, and for a period of two (2) years after the termination of this Agreement or delivery of goods subject to any POs, with carriers having deductibles and containing waivers of subrogation in favor of Buyer in minimum limits of at least Ten Million Dollars (\$10,000,000.00). Seller shall furnish to Buyer certificates of insurance with Buyer as an additional insured, loss payee, as applicable, and certificate holder, and agrees such policy shall remain in full force and effect and will not be cancelled.

6. **DAMAGES AND LIMITATION OF LIABILITY.** Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party in respect of any claim for breach of this Agreement, for any special, punitive, statutory, resultant, incidental or indirect damages or losses of any kind, including (without limitation) loss of use, cost of capital, loss of goodwill, lost revenues, loss of profit, increased operating costs, loss of opportunities, or the loss or corruption of data, even if informed of the possibility of these damages and notwithstanding the failure of the essential purpose of any limited remedy. Buyer's liability on any claim of any loss or damage arising out of or in connection with or resulting from the Agreement or PO or from performance or breach thereof shall in no case exceed the price allocable to the goods or service or unit thereof which gives rise to the claim.

Except as otherwise provided in this Agreement, the aggregate liability of a Party for any claims by the other Party arising out of or related to this Agreement is limited to direct damages not to exceed its insurance limit or fair market value of the Product that gives rise to the claim, whichever amount is greater. If a claim is not specifically related to any Product, then the aggregate liability of such claim should be limited to direct damages. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, indemnity, warranty, tort, operation of law, or otherwise.

The disclaimers and limits listed above expressly exclude:

- (a) Any Losses covered by any type of General Liability or Products Liability Insurance;
- (b) Any Losses occasioned by death or personal injury of a person caused by the negligence of such Party;
- (c) Any Losses to the extent the same may not be excluded or limited as a matter of law;
- (d) Any Losses occasioned by breach of Confidentiality; or
- (e) Fines, penalties, or sanctions imposed by a governmental authority as a result of a failure to comply with applicable laws or with this Agreement.

7. **ASSIGNMENT.** Seller may not assign this Invoice, contract, or any other agreement of sale without the prior written consent of an Officer of Buyer.

8. **DISPUTE RESOLUTION.** The Parties agree that should any dispute arise through any aspect of this Agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event the Parties are unable to resolve the issue or dispute between them amicably within a period of thirty (30) calendar days unless otherwise agreed by the Parties, then the matter shall be settled under the Rules of Arbitration of the State of Florida in effect at the time of the arbitration request, which Rules are deemed to be incorporated by reference into this Article. Claims shall be heard by a single arbitrator named in accordance with said Rules. The place of arbitration shall be Palm Beach County, Florida. The language to be used in the mediation or arbitration process shall be English. The arbitration award shall be final and binding on the parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. **MISC/INTERPRETATION OF CONTRACT/ VENUE AND JURISDICTION.** The Parties specifically agree that this agreement shall be subject to the personal and subject matter jurisdiction, venue, and laws of the County of Palm Beach, State of Florida. This agreement contains all the terms, conditions, and obligations to which the parties have agreed, and shall not be modified, controlled, or affected in any way by usage of trade not expressly included in this agreement and may be modified only by a writing signed by both parties. This Contract may be executed in one or more counterparts, either originally or by way of facsimile or electronic transmission (each of which together will be deemed to be an original), all of which together will constitute one and the same original document, whether forwarded via facsimile or electronic transmission or otherwise. If any provision of this Agreement and the Invoices are held to be unenforceable, invalid or void, such provision shall be inoperative only to the extent necessary to comply with applicable law and shall be severed from and not impair the effect of the remainder of the Agreement and Invoices or any application thereof. Any action resulting from any alleged breach on the part of Buyer as to the goods or services delivered herein must commence no later than one (1) year after Seller had actual or constructive knowledge of Buyer's alleged breach.

Buyer shall be entitled to set-off any amounts owing by the Buyer hereunder against any amounts owing to either the Seller or its affiliates.

All goods, wrappers and containers must bear markings and labels in accordance with Buyer's instructions and as required by any applicable local, county, state or federal laws or regulations for the protection and safety of persons and property. Any additional costs incurred by Buyer because of Seller's failure to properly mark each shipping container shall be deducted from the amount due under Seller's invoice.