

NEW ENGLAND FLOUR CORP'S SELLER TERMS AND CONDITIONS

New England Flour, Corp. ("NEF" or "Seller") and Buyer shall be bound by the terms and conditions of the Seller's Sales Contract, Invoice, Application for Credit and Continuing Irrevocable Guaranty, Cross Corporate Continuing Irrevocable Unconditional Guaranty, and these General Terms and Conditions to the Agreement.

All sales of any goods by Seller 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 Buyer's purchase order, supply agreement, or similar communication which conflict in any manner with the enclosed terms and conditions are not binding upon Seller unless specifically agreed to in writing by an authorized officer of Seller. There shall not be any amendments or changes to any orders, including without limitation to changes in quantity or partial release, unless agreed to in writing by an officer of Seller which shall also be subject to the enclosed terms and conditions. Buyer 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 Invoice, 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 Buyer purchase goods at a delivered price, Buyer shall be responsible for all additional freight and tariff charges incurred by Seller (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 Buyer's sole cost, including any fuel surcharges.

2. **DELIVERY AND PERFORMANCE.** Shipping dates given in advance of actual shipments are estimated and shall not be deemed to represent fixed or guaranteed shipping dates. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable commercial control; (ii) an act of god, act or omission of Buyer, 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 Seller has the option to either cancel the order(s), delay the date of delivery, or charge the additional cost of delivery/product to the Buyer. In addition, to any other right which Seller may have hereunder or at law, Seller may suspend or cancel shipment of any goods for which Seller has not already received whenever Buyer is in default under this Invoice, contract, or any other agreement of sale between Seller and Buyer. Additionally, all delivered products must be accepted by the Buyer in approximately equal volumes throughout the contract period, unless otherwise agreed by the Buyer and Seller. The Buyer agrees that any deviation in draws of contract volumes other than equal monthly are completely at the discretion of Seller and the contract may be terminated exclusively by Seller if this volume deviation is not honored. Should the Buyer request a deviation from the original agreed-upon schedule, it shall be Buyer's responsibility to provide immediate written notice to Seller so that Seller can make commercially reasonable efforts to adjust the shipment schedule. Notification shall provide a minimum 60-day lead time to implement changes. If less than 60 days' notice is provided, Seller cannot guarantee that goods in transit from abroad or in production can be adjusted. Seller will make every effort to accommodate Buyer's requested schedule changes, however, such changes may be subject to pricing fluctuations or fees related to cancellation and/or postponement, storage, or financing charges. Seller will make every effort to minimize added costs. Should Buyer default under the terms of this Invoice and or any agreements entered between Seller and Buyer, Seller reserves the right to sell or scrap the balance of product quantity and Buyer is responsible for all of Seller's damages and lost profits, including any attorney's fees, costs, and expenses.

3. **TERMINATION.** Buyer may terminate an order only by mutual written agreement based upon payment to Seller of all amounts due under this Invoice, contract, or any other agreement of sale.

4. **TITLE, PAYMENT, COLLECTION AND FINANCIAL CONDITION.** Title to the Product remains with Seller until all Product subject to this Invoice is paid in full. Any order for goods by Buyer shall constitute a representation by Buyer that Buyer is solvent and able to make all payments in full to Seller. If in the sole judgment of Seller, the financial condition of the Buyer at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial pre-payment and/or other adequate assurance of performance. Seller reserves the right to suspend and/or terminate its performance until such payment and/or adequate assurance of performance has been received.

If payment in full is not made when due, Buyer agrees to pay interest on the amount past due at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligations to make payment when due. In the event of default, Buyer agrees to pay Seller reasonable attorney fees and costs, if any are incurred by Seller in collection of damages from Buyer. Payment is not subject to set-off or counterclaim.

5. **PASS-THROUGH WARRANTIES AND LIMITATION OF LIABILITY.** Goods sold by Seller are the products of a third-party manufacturer and are in accordance with the manufacturer's warranty (copies of which in Seller's possession will be furnished upon request) or customary practice. The repair or replacement of goods that may prove defective or non-conforming will be per the foregoing pass-through warranties and shall constitute the exclusive remedy of the Buyer. EXCEPT AS TO TITLE AND PASS-THROUGH MANUFACTURER WARRANTIES, IF ANY, THE GOODS ARE SOLD IN AS IS-WHERE-IS CONDITION AND SELLER MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF AND BUYER HEREBY WAIVES ALL REMEDIES, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, OR ANY WARRANTY ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED, (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE PRODUCT FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE PRODUCT, (5) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND (6) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY DUE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE PURCHASE PRICE FOR THE SPECIFIC PRODUCT DELIVERED IN QUESTION.

6. **RETURNED GOODS.** Product may only be returned with the specific written consent of an authorized representative of Seller. Any claim by Buyer that Product does not conform to the mutually agreed upon specification or any claim made otherwise with respect to quality of the Product must be made promptly. The Buyer's claim will be deemed to be waived unless received, in writing, by Seller within ten (10) days following the shipment of Product. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming Product or for breach of warranty is expressly limited to (i) replacement of the nonconforming Product by Seller, or (ii) refund of the purchase price by Seller to the extent already paid by Buyer. All nonconforming Product must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to both Buyer and Seller.

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

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. Any action resulting from any alleged breach on the part of Seller as to the goods or services delivered herein must be commenced no later than one (1) year after Buyer had actual or constructive knowledge of Seller's alleged breach.

9. **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.

10. **CONDITIONS OF SALE.** All products sold by Seller are intended for use in North America. Seller is not responsible for, nor guarantees any product exported outside of the North American borders. Time is of the essence, and if acceptance of goods, tendering timely payment or rendering of service is not fully completed by the time promised, Seller 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 Buyer as to items not yet shipped or services not yet rendered and to sell substitute items or service elsewhere and charge Buyer for any loss incurred.