

PERDUE FOODS LLC – STANDARD TERMS AND CONDITIONS

1 Preamble

The purchase order attached hereto (the “**Purchase Order**”) is subject to the terms and conditions set forth below. Acceptance of the Purchase Order is limited to the Terms and Conditions set forth herein. Additional terms on Seller's form shall be deemed a material alteration hereof and are therefore objected to and rejected. As used in these Terms and Conditions “**Materials**” means any Materials, machinery, equipment, article, item, services or work provided for in the Purchase Order. “**Seller**” means the person, firm or corporation who will provide Materials to Purchaser in accordance with the Purchase Order. “**Purchaser**” means Perdue Foods LLC.

2 Termination for Cause

Purchaser may terminate the Purchase Order for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts due in respect of the Materials related to such default. If it should be determined that the Purchaser has improperly terminated the Purchase Order for default, such termination shall be deemed to be by Purchaser without cause.

3 Termination Without Cause; Effect Of Termination

In addition to all the other rights which Purchaser may have to cancel the Purchase Order, with cause, Purchaser shall have the further right to terminate any work hereunder without cause, in whole or in part, at any time by written or telegraphic notice. If the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, (a) Purchaser will pay the contract price for all articles completed in accordance with the Purchase Order and not previously paid for, (b) Purchaser will pay a fair and proper portion of the contract price for articles in process, and (c) Purchaser will pay Seller's costs for all Materials acquired or contracted for by Seller for the purpose of filling the Purchase Order which Seller is unable to cancel or return. Any articles or Materials paid for in the preceding sentence shall be delivered by Seller in accordance with Purchaser's directions. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit. In addition, either party shall have the right to cancel the Purchase Order in the event that the other party becomes bankrupt or insolvent or makes an assignment for the benefit of the creditors.

4 Warranty General Merchantability and Specifications

Seller expressly warrants that all Materials furnished hereunder shall be of merchantable quality and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suited and appropriate for such use. In addition, the Materials furnished under the Purchase Order will conform to applicable specifications, drawings, samples or other descriptions given. Seller shall extend all warranties it receives from its vendors to Purchaser, and Seller's warranty shall extend to Purchaser's customers. This warranty is in addition to all warranties provided under the law.

5 Remedy on Defect or Failure

In the event of any such defect or failure, Seller, at Purchaser's option, shall, without any increase to the contract price, either replace such Materials or correct such defects or failure; provided, however, that Purchaser reserves the right to reject any or all Materials which do not fulfill the warranties set forth above and to pursue any other remedy available to Purchaser. Such rejected Materials shall be removed at the expense of Seller promptly after notice of rejection.

6 Price Guaranty

Seller warrants that the prices set forth in the Purchase Order are the lowest prices at which these or similar articles are sold by the Seller to other customers, and in the event of any price reduction between execution of the Purchase Order and delivery of the goods, Purchaser shall be entitled to such reduction.

7 No Disclosure of Contract Relationship

Seller shall not, without first obtaining the written consent of Purchaser, signed by its duly authorized representative, advertise or publish, in any manner, the fact that Purchaser is a customer of Seller or has otherwise contracted with Seller to purchase the Materials set forth herein.

8 Changes To Purchase Order

Purchaser shall have the right to make changes in the Purchase Order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Purchaser by Seller within thirty days of the change.

9 Warranty Intellectual Property

Seller warrants that the sale or use of the Materials furnished hereunder will not infringe or contribute to the infringement of any patents, trademarks or trade names or embody any unauthorized use of trade secrets either in the United States or in foreign countries, and Seller covenants and agrees to indemnify and hold harmless Purchaser and its customers and the users of its products against any and all claims, demands, expenses and liabilities arising from or attributable to such infringement or unauthorized use of trade secrets. Seller shall have the right and, upon Purchaser's request, Seller shall have the obligation to defend at its own expense and at no expense to Purchaser any such claims or demands, in which case Purchaser may also be represented by its own counsel. If the sale or use of the Materials is enjoined, Seller at its own expense and at Purchaser's option shall (1) procure for the Purchaser and its customer the right to continue using and selling the Materials, (2) modify the Materials so as to be non-infringing, (3) replace the Materials with non-infringing material, or (4) refund the purchase price to Purchaser.

10 Damages

Seller agrees to pay Purchaser all direct, indirect or consequential damages (including, but not limited to, loss of use or loss of profits) which it may sustain as the proximate result of the failure of the Materials to comply with the warranties, guarantees and certifications contained herein; provided, however, that Purchaser within 90 days of its acquiring knowledge of any defects in the Materials must notify Seller in writing of the failure of the Materials to comply with the warranties, guarantees and certifications contained herein. Seller agrees that such notice shall satisfy the notice requirements of any applicable statute, regulation or rule.

11 Indemnity

In addition to the rights and remedies provided above and in addition to any other rights which Purchaser might have at law or in equity, Seller agrees at its own expense to indemnify and hold harmless and defend Purchaser from any complaints, claims or lawsuits: (i) arising out of or resulting from facts which constitute a violation of the warranties, guarantees and certifications given to Purchaser by Seller or which otherwise constitutes a breach by Seller of the terms contained herein; (ii) arising out of or resulting from the acts or omissions of Seller, its agents or employees in the furnishing, installation, erection, repair, adjustment or operation of the Materials covered hereunder; or (iii) which alleges that the production of the Materials was negligent. Seller further agrees to indemnify and hold Purchaser harmless from any and all losses, damages, liabilities or expenses, including attorney's fees, incurred, agreed to or awarded as a result of any such complaint, claim or lawsuit; provided, however, that indemnification under this paragraph is conditioned upon Seller receiving prompt notice of any such complaint, claim or lawsuit within 90 days of such claims being made to Purchaser.

12 Insurance

Seller agrees that at all times relevant to Materials produced or sold hereunder Seller will maintain in effect, with a financially responsible insurer authorized to transact business in the United States, Commercial General Liability insurance, including product liability and completed operations coverage and contractual liability coverage, with combined single limit of not less than those shown in **Exhibit A**, and will furnish to Purchaser a certificate of such coverage and evidence of the same continuing in effect. Purchaser shall be named as an additional insured under the above coverages.

13 Recalls

In the event Purchaser or Seller reasonably determines it is necessary to recall or retrofit any Materials produced or provided by Seller for Purchaser for any reason bearing on their safety or for any non-conformance of the Materials with Purchaser's specifications and standards in effect at the time such Materials are produced, Seller agrees to comply with recall and/or retrofit procedures reasonably established from time to time by Purchaser. Furthermore, Seller agrees to bear all costs and expenses incurred by it in complying with such recall or retrofit procedures.

14 Warranty Compliance With Applicable Laws

In addition, Seller warrants that all Materials purchased hereunder will conform with all applicable city, state and federal laws, ordinances and regulations. Further, Seller warrants that all Materials purchased hereunder will conform in every respect to the requirements of OSHA and EPA. Seller will defend and save Purchaser harmless from loss, cost or damage by reason of any actual or alleged violation of any such law, ordinance or regulation.

15 Risk of Loss

Risk of loss shall remain Seller's until the Materials have been delivered to Purchaser and have been inspected and accepted, and the Seller shall have the responsibility of insuring the Materials against transportation loss and any other loss or damage until the Materials have been delivered to Purchaser and have been inspected and accepted.

16 Counting; Inspection

All Materials purchased hereunder shall be subject to counting, inspection and/or testing by Purchaser at all reasonable times and places, including inspection at Seller's plant before, during and after manufacture. If the Purchase Order specifically requires Purchaser's inspection, Seller will notify Purchaser 10 days in advance of final test or inspection. Purchaser's inspection or failure to inspect shall in no way limit or diminish any responsibilities or liability of Seller with respect to such Materials, including any warranty or guarantee contained above, or imply acceptance by Purchaser.

17 Entire Agreement

The Purchase Order and these Terms and Conditions constitute the entire agreement between the parties and can only be modified by a writing signed by authorized representatives of both parties and such writing shall specifically identify that a term or terms in the Purchase Order or these Terms and Conditions is or are being superseded by a term or terms set forth in the aforementioned writing. No part of the Purchase Order may be assigned or subcontracted without the prior written approval of the Purchaser. Any monies due Purchaser from Seller can be set off from any monies due Seller from Purchaser whether or not under the Purchase Order. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

18 Specific Deliveries

Deliveries must be made within the time stated in the Purchase Order. Seller will immediately notify Purchaser if delivery cannot be made on time. If delivery cannot be made on time, Purchaser may cancel the Purchase Order and purchase elsewhere, and may charge Seller for any loss incurred as a result thereof except that Seller will not be charged for deliveries which cannot be timely made due to causes beyond its control. Acceptance by Purchaser of a late delivery of either the whole or a part of any order shall not constitute a waiver of Purchaser's claim for any damage which the late delivery may have caused. Materials delivered in error or not in accordance with specifications or codes, or in excess of the quantity called for will be returned at Seller's expense. Substitution under the Purchase Order will not be permitted except on specific written authority of Purchaser.

19 Freight

If freight is allowed or purchase made at delivered price, freight charges must be PREPAID and evidence of the paid freight bill shall be submitted with the invoice. No charge will be allowed for loading, packing, boxing, crating or

cartage, unless stated herein, but damage to any Materials not packed to insure proper protection will be charged to Seller.

20 Confidentiality

All drawings, specifications, technical information, experience, or knowledge, or similar confidential information disclosed by Purchaser to Seller, together with documents containing such material are the confidential property of the Purchaser. Seller shall not disclose such confidential property to its employees or to any third party except on a need-to-know basis to enable Seller to furnish the Materials that are the subject of the Purchase Order, and the Seller shall take all reasonable steps to maintain the confidentiality of all such confidential information.

21 Priority

In the event of conflict among documents referred to in the Purchase Order, the order of priority shall be: (1) the terms appearing in the Purchase Order; (2) any special conditions supplied by Purchaser; (3) these Terms and Conditions; (4) any technical specifications supplied by Purchaser; (5) any drawings supplied by Purchaser; (6) any remaining documents referred to in the Purchase Order.

22 Governing Law

All matters relating to the validity, meaning and performance of the Purchase Order shall be decided in accordance with Maryland law.

23 Services

Purchaser hereby engages Seller to provide the Services. Seller shall perform the Services at such intervals or within the time period set forth in the Proposal.

24 Warranties, Representations and Covenants of Seller

- 24.1** Seller shall perform the Services in a good, workmanlike and safe manner consistent with the highest industry standards applicable to providers of such services. Seller shall use experienced and capable personnel to render the Services.
- 24.2** Seller shall comply with all laws, codes, ordinances, rules, regulations and statutes applicable to the performance of the Services including, without limitation, obtaining all licenses, permissions, consents or releases required in connection with the performance of its obligations under this Agreement.
- 24.3** Seller represents and warrants that the applicable insurance policies described on **Exhibit A** attached hereto are in full force and effect on the date hereof and are in sufficient amounts and of sufficient coverage to adequately protect its performance of the Services during the term of this Agreement and such coverage equals or exceeds industry standards.
- 24.4** Seller is an entity duly organized and validly existing under the laws of the State of its formation or incorporation, and the execution and performance of this Agreement have been authorized and approved by appropriate management of Seller and the person signing this Agreement on behalf of Seller has full power and authority to execute this Agreement.

25 Indemnification

- 25.1** Seller shall indemnify, defend and hold Purchaser and its respective employees, directors, officers, successors and assigns (collectively, the “**Indemnitees**”) harmless from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and expenses associated therewith (including, but not limited to, reasonable attorneys’ fees) (collectively, “**Damages**”), arising from:

- 25.1.1** any breach by Seller or its employees or agents of any of the terms, conditions, representations, warranties or covenants of this Agreement; and
- 25.1.2** the negligent acts or omissions, willful misconduct or fraud of Seller or its employees or agents in the performance of Seller's obligations hereunder.
- 25.2** If any Indemnitee (an "**Indemnified Party**") believes that it has suffered or incurred or will suffer or incur any Damages for which it is entitled to indemnification under the Termination Clause, such Indemnified Party shall so notify Seller with reasonable promptness and reasonable particularity in light of the circumstances then existing. If any action at law or suit in equity is instituted by or against a third party with respect to which an Indemnified Party intends to claim any Damages, such Indemnified Party shall promptly notify Seller of such action or suit. The failure of an Indemnified Party to give any notice required by this Section shall not affect any of such party's rights under the Termination Clause or otherwise except and to the extent that such failure is actually prejudicial to the rights or obligations of Seller.
- 25.3** Seller shall have the right to conduct and control, through counsel of its choice, the defense of any third party claim, action or suit, and Seller may compromise or settle the same, provided that Seller shall give the Indemnified Party advance notice of any proposed compromise or settlement. Seller shall permit the Indemnified Party to participate in the defense of any such action or suit through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel shall be borne by the Indemnified Party. If Seller undertakes, conducts and controls the conduct and settlement of such action or suit, Seller: (i) shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to the Indemnified Party; (ii) shall permit the Indemnified Party to participate in such conduct or settlement through counsel chosen by the Indemnified Party (at its own cost and expense); and (iii) shall agree to promptly reimburse the Indemnified Party for the full amount of any Damages including fees and expenses of counsel for the Indemnified Party incurred after giving the foregoing notice to Seller and prior to the assumption of the conduct and control of such action or suit by Seller.

26 Insurance

Seller shall, at its own cost and expense, maintain in full force and effect throughout the term of this Agreement, the applicable policies of insurance set forth on **Exhibit A** attached hereto.

27 Termination

Purchaser shall have the right to terminate this Agreement upon providing written notice to Seller in the event that Seller is in breach of any of the terms and conditions of this Agreement. Seller shall not be entitled to payment for the Services performed prior to the date of termination if this Agreement is terminated pursuant to this Section unless and until Purchaser determines that the cost to complete the Services (inclusive of all costs and expenses Purchaser would not have otherwise incurred if Seller did not breach its obligations hereunder) will be less than the fees earned by Seller prior to the date of termination.

28 Confidential Information

In the course of providing Services under this Agreement, Seller or Seller's officers, directors, partners, employees, agents, or representatives (collectively, "**Representatives**") may receive or have access to information or Materials that are non-public, confidential or proprietary to Purchaser including, without limitation, Purchaser products and services, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (collectively, the "**Information**"). Seller and Seller's Representatives shall use the Information only in connection with the performance of the Services hereunder and shall safeguard the Information against disclosure to all others, both during the term of this Agreement and for a period of two (2) years thereafter. Seller agrees to disclose the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting Seller in performing the Services. The obligations of Seller and its

Representatives hereunder shall not apply to information or material which: (i) is or becomes publicly available other than as a result of acts by Seller or by its Representatives in violation of this Agreement; or (ii) is, on the advice of counsel, required to be disclosed by law or by legal process. Upon the expiration or termination of this Agreement, Seller shall return all originals and all copies of the Information in Seller's possession to Purchaser.

29 Supplier Code of Business Ethics and Conduct

Seller and each of its employees, consultants and agents working directly under this Agreement, or any Work Order hereunder, will comply with Purchaser's then-current Supplier Code of Business Ethics and Conduct which can be found at:

<https://corporate.perdufarm.com/pdfs/Supplier Code of Business Ethics and Conduct 10 17 2023.pdf>.

30 Anti-Corruption

Seller and each of its employees, consultants and agents working directly on this Agreement or any Work Order hereunder for Purchaser will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, as well as the laws of all countries in which goods are produced and delivered or Services are to be performed by Seller. Seller warrants that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Purchaser, transfer anything of value, directly or indirectly, to any person (including those in the private sector, as well as government officials and employees, and employees of government-controlled companies) in order to obtain or retain business or any improper benefit or advantage.

Seller warrants that no money paid to Seller as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable law.

Seller further warrants that no payments will be made by Seller or its employees, consultants or agents on behalf of Purchaser without obtaining prior approval from Purchaser. Seller will maintain a current and accurate written accounting of all payments made by Seller and its employees, consultants and agents on behalf of Purchaser, or out of funds provided by Purchaser. A copy of this accounting must be provided to Purchaser upon request.

Seller warrants that its owners, employees, agents and subcontractors are not agents or employees of, or otherwise affiliated with, any government or instrumentality of any government, and that Seller will inform Purchaser of any change in such status.

Seller agrees to answer promptly, fully, and truthfully any questions from Purchaser related to Seller's anti-corruption program and other controls related to corruption, and to cooperate fully in any Purchaser investigation of a breach of this anti-corruption provision.

31 Miscellaneous

- 31.1** No Assignment. The rights and obligations of the parties hereto are not assignable by either party without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion, except that Purchaser may assign its rights and obligations hereunder to any affiliate of Purchaser without Seller's consent.
- 31.2** No Waivers. No failure by either party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms of this Agreement will constitute a waiver of the party's right to demand exact compliance with the terms hereof.
- 31.3** Remedies Non-Exclusive. No remedy made available to any party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other available remedy.

- 31.4** Severability. Should any provision of this Agreement be declared invalid for any reason, such invalid provisions shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- 31.5** Independent Contractors. Seller's relationship to Purchaser with respect to the Services shall be that of an independent contractor. Nothing herein shall be construed as creating or implying any partnership, joint venture, or similar relationship between Seller and Purchaser. Personnel supplied by Seller to perform the Services will be deemed employees of Seller and will not for any purpose be considered employees or agents of Purchaser including, without limitation, for purposes of participation in any retirement, savings, welfare or other benefit plan, policy or program of Purchaser, or any health and disability and workers' compensation insurance plans or programs. Seller will be solely responsible for the supervision, daily direction and control of its employees while such employees are performing Services under this Agreement. Neither party hereto has any authority of any kind to bind the other party in any respect whatsoever, nor shall either party hereto act or attempt to act, or represent itself, directly or by implication, as an agent of the other party hereto or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other party hereto.
- 31.6** Contractor agrees to maintain, at Contractor's expense, a subscription with ISNetworld (www.ISNetworld.com) for the duration of the Agreement. Contractor shall also furnish ISNetworld with any information requested in connection with ISNetworld's evaluation of the Contractor. In the event that Contractor's ISNetworld rating falls below acceptable-level, as defined by the Company, Contractor shall promptly take steps necessary to improve the rating. If the Contractor does not improve such rating to an acceptable level with 30 days after the issuance of the rating by ISNetworld, Contractor will be considered in material breach of the Contract. Company makes no representation about the quality of services being performed by ISNetworld. Company's use of ISNetworld in connection with the Project shall not be construed as the Company assuming responsibility or liability for safety under the Agreement or at law, and does not relieve Contractor from full compliance with its legal and contractual obligations. ISNetworld is an independent contractor, and any acts or omissions by ISNetworld shall not be considered an act or omission of the Company. ISNetworld, shall not, for any purpose, be or be treated as or deemed to be an agent, partner or representative of or joint venture with the Company.
- 31.7** In no event shall Purchaser be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond Purchaser's control, including, without limitation, fires, floods, pandemics, acts of God, government regulation, actions by foreign, federal, state or local governments, strikes, lockouts, or labor disputes, wars, riots, acts of terrorism, insurrection, freight embargoes, transportation delays, shortages of transportation equipment, fuel or any other causes not within Purchaser's control. In the event of a delay, Purchaser shall resume its obligations under this Purchase Order as soon as practicable after the cause for delay has ceased.
- 31.8** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Exhibit A
INSURANCE REQUIREMENTS

Workers' Compensation	Statutory Limits
- Employers Liability	\$500,000 BI only
General Liability, including:	\$3,000,000 per occurrence
- Premises & Operations	"
- Contractors' Protective Liability	"
Products Liability, including:	\$3,000,000 per occurrence
- Completed Operations Coverage	"
- Contractual Liability	"
Auto Liability, including:	\$1,000,000 CSL
- All owned automobiles	"
- Non-owned automobiles	"
- Hired Car Coverage	
Umbrella/Excess	\$7,000,000 per occurrence**

NOTE: Purchaser shall be named as an additional insured for GL, Products, Auto, Property, Product Recall and Cyber where applicable. Waiver of subrogation in favor of Purchaser for all lines.

**Limits for GL, PL, Auto, and Work Comp can be met with a combination of primary and umbrella policies that combined total \$10MM.