

ANCHOR INGREDIENTS CO., LLC SALES TERMS AND CONDITIONS

- 1. GENERAL TERMS OF SALE:** The "Order" on the front page attached to these Terms & Conditions (the "T&Cs") is an offer from Anchor Ingredients Co., LLC (Seller) to sell the products listed on the Order (the "Goods") to the Buyer (the Buyer and Seller are collectively "Parties"). Once accepted, the Order, these T&Cs, any attachments, and the Required Documents listed in the Order shall constitute the complete and exclusive agreement ("Agreement") between the Parties, and Buyer agrees to purchase the quantity of Goods noted on the Order on the face hereof at the quantity and pricing noted. Buyer further agrees to take delivery of the Goods within agreed upon Delivery Terms. If Buyer fails to take timely delivery of any Goods, Seller may, in addition to its other remedies, (i) extend the delivery period and/or (ii) assess Buyer carrying charges, demurrage, detention and/or other charges or penalties.
- 2. TITLE TRANSFER AND RISK OF LOSS:** Title to Goods shall pass to Buyer upon delivery or pick up by the Buyer or its agent. Risk of loss of the Goods shall transfer to the Buyer in accordance with the Incoterms established in this Agreement. Any additional costs imposed on Seller due to increases in freight charges or changes in applicable laws or regulations, including changes to tariffs subsequent to the date of this Agreement, shall retroactively accrue to the Buyer's account where applicable. Seller reserves the right to extend or amend the Delivery Terms if required for reasons beyond its control to ensure completion of its shipment obligations.
- 3. TERMS OF ACCEPTANCE:** By providing a written/emailed acceptance of this Agreement or by scheduling or accepting any deliveries of the Goods, Buyer accepts these Terms and Conditions. No purchase order or other document forwarded by Buyer to Seller before or after the date of this Agreement containing terms or conditions additional to or different from those specified herein shall be binding on Seller. Failure of Buyer to comply with the terms of this Agreement may result in the cancellation of the Agreement. Any such cancellation by Seller, or any cancellation by Buyer after acceptance of the Agreement may result in penalties for storage and interest until the Goods can be resold or a mutually agreed upon arrangement established between both parties. Buyer shall also be liable for any loss in value of the Goods that Seller incurs due to Buyer's failure to perform.
- 4. FORCE MAJEURE:** Seller shall make every effort to adhere to the agreed dates and periods of delivery. However, Seller shall be released from adherence to delivery dates/periods to the extent that, and as long as, circumstances occur, either in the home country or abroad, which substantially impede performance ("substantial impediment to performance"). All difficulties, irrespective of their nature, the sphere and segment of the supply chain in which they occur, such as force majeure and acts of God (e.g. floods and low water, storms, ice, delay in and/or loss of harvest, etc.), export and import restrictions, problems in procuring commodities, disruptions of operations (e.g. breakdown of machinery, fire, etc.), strikes or any similar actions, pandemics, acts of governments, states of emergency or loading and transportation difficulties are deemed to be substantial impediments to performance.
- 5. 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.
- 6. INSPECTION OF GOODS:** Buyer shall have five (5) days from the time of delivery or pick up to inspect the Goods and notify Seller in writing of any defects in the Goods set forth in this Agreement. In the event written notification is not received in five (5) days, then the Goods are deemed to have been received in good order and Buyer waives all rights to make a claim for nonconforming Goods. Before using or selling any Goods, either alone or in combination with other products, Buyer should determine their suitability for the intended use and Buyer assumes all risk and liability whatsoever in connection with such use or subsequent sale. Buyer must make any claim for nonconforming Goods, breach of warranty, or any claim of any nature whatsoever with respect to the Goods sold hereunder, in writing within ten (10) business days after Buyer's receipt of the Goods, and Buyer irrevocably waives and releases all claims which are not properly made within said period. At Seller's sole discretion, nonconforming Goods will either be returned to Seller at Seller's expense or disposed of by Buyer in a manner mutually acceptable to Buyer and Seller with all costs of such disposition to be paid by Seller.
- 7. LIMITED WARRANTY AND LIABILITY:** Seller warrants only that it has good title to the Goods covered hereby and that said Goods shall be free from defects and shall comply with all applicable laws on the date of sale. Seller makes no other warranty of any kind whatsoever express or implied; and all other warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party intellectual property rights are hereby disclaimed by Seller and are excluded from this Agreement. Seller's Goods include raw agricultural commodities, which, without further processing, may not be suitable for use as food or feed ingredients. Pasteurization and/or other appropriate processing must be performed prior to consumption as a food or feed ingredient. Seller's total liability in the event of its breach of the foregoing warranties shall be limited to, at Seller's option, either: (1) replacement, within a reasonable period of time, of the nonconforming Goods at no additional charge to Buyer; or (2) refund of the purchase price paid by Buyer for the non-conforming Goods. Seller shall in no event be liable to Buyer for indirect, special or consequential damages, for lost profits or punitive damages, nor shall Seller be liable for claims by third parties. Seller's liability for any claim arising out of, in connection with, or resulting from this Contract or from performance or breach hereof shall in no case exceed the price allocable to the Goods sold hereunder giving rise to the claim.
- 8. FINANCE CHARGES:** If Buyer fails to pay any invoice amounts due by their respective due dates determined by the Payment Terms of the face hereof, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable, at a percentage rate of 1.5% per month (annual rate of 18 percent) or the highest applicable and lawful rate on such unpaid balance. In addition, Buyer agrees to pay all costs of collecting such overdue amounts, including, but not limited to, in-house costs of collection, reasonable attorneys' fees, collection agency fees, any court costs or expenses, and any damages owed to Seller allowable by law. Notwithstanding any endorsement or statement on any cheque or any letter accompanying any payment, Seller may accept any partial payment without prejudice to Seller's right to recover the balance owed. Without limiting Seller's right to pursue any and all other rights and remedies available to it, it is expressly agreed that to the fullest extent permissible by law, Seller may set off any debts and claims against Buyer.
- 9. EXTENSION OF CREDIT:** Should Buyer's financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with this Agreement, Seller has the right, in addition to any other rights or remedies provided by Agreement or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer's account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection to any attorney who is not a salaried employee of Seller, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with this Agreement, until all amounts owed to Seller that are due are under this Agreement, any other agreement, invoice, or otherwise are paid in full.
- 10. INDEMNIFICATION:** Buyer, its parents & affiliates hereby agrees to indemnify and hold harmless Seller, its affiliates and their officers, directors, managers, employees, agents, servants and other vendors from and against any and all claims, causes of action, suits, demands, damages including consequential damages, costs and expenses (including legal expenses, attorney's fees, and punitive damages), losses or liabilities, settlement amounts, royalties, or charges of any kind related to this Agreement arising out of or attributable to, resulting from or relating to, directly or indirectly: (a) any third party's intellectual property infringement claims, or a recall, bodily injury or death caused by Buyer in connection with this Agreement; or (b) any negligent, wrongful act or omission by the Buyer, its employees, agents, customers or subcontractors.