

**RICHARDSON  
TERMS AND CONDITIONS OF SALE**

1. Richardson shall sell and Customer shall purchase the quantity of product specified in the Contract. If the Contract is for a term commitment, then any orders for fractional or less than the minimum quantity for such product shall be priced based on unit costs for the product. If the price is determined with reference to commodity prices, then the price shall be based on the value of the commodity for the products at the time of booking on applicable futures markets, and shall be as specified in the Contract. Richardson guarantees and warrants that all products meet Richardson's product specifications. Any other representations, warranties or guarantees are specifically disclaimed. Any sale of goods legislation, including the UN Convention on Contract for the International Sale of Goods, is, to the maximum extent permitted by law, excluded from application to this sale.
2. Purchase Orders are not deemed submitted until confirmed by Richardson. For term or quantity supply contracts, Customer shall provide forecasts of volume requirements as specified in the contract or, if not specified, at least four weeks in advance. Failure to provide up to date forecasts or Customer changes to amount of product or times requested for delivery may result in a cancellation of an order or a change to pricing or delivery timing.
3. Where not otherwise agreed, payment is due on the 30<sup>th</sup> day following the invoice date, in the currency specified on the invoice. All overdue amounts bear interest at the rate of 2% per month, compounded monthly (26.82% per annum). Customer shall be responsible for and shall pay all applicable taxes, charges, duties, tariffs and fees payable in connection with the sale of the products by Richardson to Customer.
4. Delivery of the products shall be made in accordance with the trade term specified in the contract, which follows the ICC Incoterms 2020. Any demurrage charges on delivery will be for the account of Customer. Title to and risk of loss of the products shall pass to Customer upon delivery to the carrier, unless otherwise agreed. If delivery is made with returnable pallets or totes, any damage, loss or failure to return the pallets or totes shall be payable by Customer.
5. Richardson shall complete and file all documentation that is the responsibility of the Seller to complete. Customer shall provide full, complete, accurate and, where necessary, updated information to the extent such information is required by governmental authorities.
6. This is not a futures contract. This is a delivery contract for processed products. Customer is not entitled to purchase back the contract without delivery, and shall not be entitled to claim any gains or proceeds from a change in pricing of a commodity as a result of a cancellation or reduction in the quantity of product to be delivered. Richardson shall not be responsible for notifying Customer of any fluctuations, increases, decreases or changes in prices of commodities.
7. Richardson shall not be responsible for, and shall bear no liability to Customer for any failure or delay in the delivery of packaged product for reasons beyond its reasonable control. Richardson does not accept fill rate penalties unless specifically agreed in writing. Richardson's liability, if any, for lost or damaged product or any other loss in relation to or arising out of the use of the products shall be limited to the direct damages to Customer, in no event exceeding the aggregate invoiced price for such products. In no event shall Richardson have any liability for any indirect damages, loss of profit, indirect losses, loss of market share, incidental damages, punitive damages or consequential loss, whether or not Richardson was advised of the possibility of such damages.
8. Customer shall not alter, remove or re-package the packaging or labeling of any of the packaged products without the express authorization of Richardson. Nothing herein gives the Customer the right to use any of Richardson's trade-marks. Where Customer has specified any use of trademark, trade name, labelling or marking instructions, Customer shall be solely responsible for ensuring those aspects of the label are in compliance with all applicable law. For all jurisdictions other than those in which the products are manufactured, Customer shall ensure the packaging and marking of the products complies with local laws, regulations and rules applicable in the jurisdiction where the product will be sold, including in relation to all matters of food safety and labeling requirements. Customer will notify Richardson of any issues which may arise and shall

indemnify Richardson from any claims, costs or liabilities arising out of non-compliance of the products or their labels in such jurisdiction.

9. If Customer fails to accept delivery of any products, fails to submit purchase orders for committed quantities, fails to pay for products when due, becomes bankrupt or otherwise unable to pay their debts and obligations as they arise, or is otherwise in breach of any term of this Contract, then Richardson may, in addition to any other remedies it may have, charge the Customer for the products including all remaining unclaimed quantities, claim damages for any change in price to the commodity, retain differences in commodity pricing, charge an administration fee of up to \$100.00 per unit of sale, recover all other costs and expenses incurred, including solicitor's costs and collection costs, suspend or cancel all other deliveries under such contract, and shall have the right to terminate any other outstanding contracts with Customer, all without liability to Customer.
10. Time is of the essence of this Contract. Any claims rejecting goods, alleging rights to discount prices or take allowances, in relation to short shipments, damaged or otherwise refused goods must be made at time of delivery and noted on the bill of lading.
11. Each of Richardson and Customer represent to the other that it intends this transaction to comply with all economic sanctions, embargoes and export control laws which may be applicable to such party. Each party represents that none of the party, transport, insurers, financial institutions, intermediary, supplier, distributor or customer engaged by the party or receiving the benefit of the transaction is the subject of trade sanctions administered or enforced by the United Nations, the United States, the European Union, the United Kingdom or any other applicable governmental authority. Customer will not permit the resale of the product to any sanctioned person. Each party shall be entitled to request confirmation of compliance with this section at any time, and if any party engages with a sanctioned person, the other shall be entitled to terminate this contract or refuse to perform and the party involving the sanctioned person shall be responsible for all costs relating thereto.
12. This Contract, including the confirmation of purchase order, these Terms and Conditions of Sale, the Product Specification sheet and Richardson's invoice for the product (including any provisions relating to the calculation of discounts and interest payable), is the entire agreement between Richardson and the Customer for the delivery of products, and replaces all prior discussions, representations, agreements and understandings. In particular, no Customer terms and conditions of sale are accepted by Richardson unless signed and accepted in writing by Richardson. In the event of any conflict between any accepted Customer terms and conditions and these terms and conditions, these Terms and Conditions shall govern. This Contract may not be amended unless the parties agree in writing.
13. Unless otherwise specified, this Contract shall be governed by the laws of the jurisdiction in which the products are manufactured, and the parties attorn to the jurisdiction of the courts of such jurisdiction for any dispute or issues arising hereunder. The parties intend this Contract and all related documents be in the English language only.
14. This Contract may not be assigned or transferred by Customer without the written consent of Richardson. This Contract creates a binding agreement among the parties hereto, and shall be binding upon the parties' respective successors and assigns.