

1. IF YOU ARE A RAW MATERIAL; INGREDIENT; PACKAGING VENDOR  
CLICK HERE:
2. IF YOU ARE A CO-MANUFACTURING VENDOR  
CLICK HERE:
3. IF YOU ARE STORAGE SERVICES OR RE-PACK SERVICES VENDOR  
PROVIDER  
CLICK HERE:
4. IF YOU ARE A GOODS (OTHER THAN RAW MATERIAL, INGREDIENTS OR  
PACKAGING) VENDOR:  
CLICK HERE:
5. IF YOU ARE A VENDOR PROVIDING SERVICES NOT LISTED ABOVE  
CLICK HERE:
6. FOR SUPPLIER CODE OF CONDUCT: CLICK HERE:
7. AS REFERENCED ON PURCHASE ORDER  
CLICK HERE:

## Goods Order Terms and Conditions

*[These terms and conditions shall apply to ALL raw material/ingredients/product-contact packaging vendors]*

These Terms and Conditions constitute the entire agreement between Buyer and Seller for the purchase of goods by Buyer from Seller ("Order"). "Buyer" shall mean "OSI Group, LLC and its affiliates." "Seller" shall mean seller and its affiliates." The word "goods" as used herein shall mean the products, articles, materials and/or equipment/machinery sold by Seller to Buyer. The word "services" shall mean the labor to be provided by Seller with respect to such goods. These Terms and Conditions will control all orders for all goods and services notwithstanding the fact that these Terms and Conditions may not be expressly referred to in subsequent Orders or invoices and will supersede any and all terms and conditions on any and all such Orders and invoices for goods and services. Seller's confirmation of receipt of the Order or shipment of the goods and/or provision of the services to Buyer confirms Seller's acceptance of these Terms and Conditions.

1. **Offer, Acceptance and Modification:** An Order is an offer to Seller by Buyer to enter into a purchase agreement on the Terms and Conditions set forth in this document, any attachments and any specifications and other materials expressly referred to in the Order and expressly agreed by Buyer and Seller. Seller shall accept the offer in writing, or by beginning to fill the Order or perform the services requested by Buyer. No additional terms or conditions proposed by Seller either orally or in writing shall be a part of the Order unless expressly agreed to by Buyer in writing.
2. **Price; Terms of Payment:** All prices to be paid for the goods ordered or services to be performed shall be as set forth in the Order, unless otherwise expressly agreed to in writing by Buyer. All charges are included in the price and no extra charges of any kind shall be allowed unless specifically agreed to in the Order. If Seller's current lawful price is lower than stated in the Order, the Order shall be filled by Seller at such lower price. Any costs or expenses which Seller intends to pass on to Buyer must be reasonable, actual and necessarily incurred by Seller in the performance of the Order, and must be expressly approved by Buyer in advance in writing. Unless otherwise agreed to in writing by Buyer, all prices include all applicable Federal, state and local taxes, assessments and duties, except for those for which an exemption may be claimed by Buyer.
3. **Delivery Schedule, Risk of Loss and Transportation:** Prompt delivery is the essence of the Order. All goods are sold to Buyer "F.O.B. Buyer's Plant" unless otherwise indicated. Without limitation of the foregoing, Seller shall notify the Buyer promptly of any delays or threatened delays in the performance of the Order. The Buyer shall have no liability for payment for goods or services delivered to it which are in excess of quantities specified in the Order. If Seller does not, or it appears that Seller will not, meet Buyer's delivery or work schedule, Buyer may, in addition to any other rights or remedies provided by law or the Order: (a) cancel the Order, in whole or in part, without liability to Seller except for payment for goods previously shipped and accepted or services previously performed to the extent reasonable in amount; (b) approve an agreed upon revised delivery or work schedule; or (c) require that Seller ship via expedited routing to meet such delivery schedule or to recover the time lost. If Buyer approves a revised delivery schedule or requires Seller to ship via expedited routing, any additional transportation cost incurred as a result shall be paid by Seller. All risk of loss, damage in transit or delay in delivery of the goods ordered pursuant to the Order shall remain with Seller until delivery to and acceptance by Buyer, except where transportation of the goods is provided by Buyer's own vehicle, and then risk of loss damage in transit and delay in delivery shall shift to Buyer upon completion of loading of Buyer's vehicle by Seller. Seller shall prepare all goods for shipment so as to secure the lowest transportation rates consistent with timely delivery. Buyer will not pay for packing, cartage, drayage, storage or anything else unless stated in the Order or otherwise agreed to in writing by Buyer. Seller shall mark the identification number of the Order and enclose a packing slip showing the order number and quantity in each container or other receptacle. If not accompanied by a packing slip, Buyer's count and weight shall be conclusive.
4. **Payment Terms and Setoffs:** Payment for goods ordered or services to be performed shall be subject to Buyer's acceptance and as set forth in the Order unless otherwise expressly agreed to in writing by Buyer. For purposes of determining Buyer's eligibility to earn any prompt payment discounts specified in the Order or on any invoice, the period during which the applicable discount may be earned and a discounted payment made shall be computed from such date of delivery and/or accepted performance, or the receipt by Buyer of a correct invoice, whichever is later. Buyer shall be entitled at all times to set off any amount owing at any time from Seller, or any affiliated company of Seller, to Buyer, or any affiliated company of Buyer, against any amounts payable at any time by Buyer in connection with the Order. As used herein, "affiliated company" means any firm, corporation, limited liability company, partnership, limited partnership, joint venture, or association which controls, is controlled by, or is under common control with Seller or Buyer, respectively, and shall specifically include any division, subsidiary, and any company or firm in which Buyer or Seller own an interest.
5. **No Substitution of Materials:** No change in the goods or services ordered under the Order, or their method of production, including substitutions or changes in materials, equipment, processing or production location shall be made by Seller, or any approved subcontractor, without the prior written consent of Buyer.
6. **Warranties:** Seller represents and warrants: (a) that it is the sole owner of any goods to be sold under the Order and that it has the unrestricted right to convey marketable title free and clear of all liens and encumbrances; (b) that any goods delivered or services performed will conform to the Order and any description, specification, drawing or sample relating to such goods or services; (c) that any goods shall be merchantable and fit for use with food products for human consumption and for their particular purpose and use intended by Buyer, and that any goods or services shall be free of all defects in

design, material and workmanship, and shall be in good working condition; and (d) that all goods shall be manufactured in accordance with good manufacturing practices, and that all goods and/or services shall conform to and be furnished in accordance with all applicable Federal, state and local laws, rules and regulations. Seller agrees that these warranties shall run to Buyer, its successors, assigns, and customers, and the users of its products. These warranties shall survive any delivery, inspection, testing, acceptance or payment by Buyer under the Order, and the termination of the Order for any reason. Seller acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to the Order, and notwithstanding Buyer's acceptance of specification, samples, test data and the goods and/or services, Seller agrees that Buyer may rely on Seller as an expert.

**7. Inspection, Rejection and Return of Goods:** All goods and services to be purchased under the Order are subject to the right of inspection, approval, and acceptance by Buyer, whether or not prior payment has been made by Buyer and without regard to the passage of time. Goods purchased hereunder may be inspected at Buyer's destination or Seller's plant, at Buyer's discretion. Buyer reserves the right, in addition to any other rights which it may have at law, at equity or under the Order, to reject and refuse acceptance of all or a portion of such goods or services which are not in conformity with the Seller's warranties, as determined by Buyer. Seller agrees that time for acceptance or rejection of any shipment of goods or performance of services shall not expire until Buyer's use of the goods in products which it manufactures or processes which embody or employ the goods or use of any item which is an embodiment of the services performed by Seller. Buyer shall have the right to return to Seller all or a portion of such non-conforming goods or any item representing or embodying the services, at Seller's sole risk and expense, for full credit or refund, or require that Seller, at its sole risk and expense, correct or replace such goods or services with conforming goods or services within such time as Buyer may require; provided, however, that such corrected or rejected goods or services shall not be converted or replaced by Seller without written authorization from Buyer. If Seller fails to correct or replace any non-conforming goods or services promptly after notification and authorization from Buyer, Buyer may correct or replace such goods or services and charge Seller for the cost incurred by Buyer thereby, equitably adjust the order price for such goods or services, or set-off the cost hereunder, at the sole discretion of Buyer. Any goods or services corrected, replaced or repaired by Seller shall be subject to the warranties and other terms of the Order. In the event of rejection by Buyer of all or a portion of the goods or services, Buyer may charge to Seller and set-off against any payments due Seller all expenses of unpacking, examining, repacking, storing and shipping any goods rejected. Payment for any goods or services hereunder shall not be deemed acceptance thereof.

a. Buyer's failure to inspect and accept or reject any goods or services shall not relieve Seller from responsibility for goods which are not in conformance with the Order, nor for hidden or latent defects in any goods whether inspected or not, nor for fraud or such gross mistakes as amount to fraud, nor shall anything herein relieve Seller from the obligation to inspect and test the goods or services covered by the Order in accordance with good commercial practices and Buyer's requirements and specifications, nor impose any liability upon Buyer for such failure or defects.

b. Seller shall maintain inspection and test records pertaining to such goods and services for a period of two (2) years after delivery of such goods and services or as otherwise specified by Buyer and copies thereof shall be made available to Buyer at any time upon request and without charge. Such records shall include the time when, the manner in which, the persons by whom the goods or services have been inspected and tested, and the results of such inspections or tests.

**8. Termination and Remedies:** Buyer may terminate all or any part of the Order at any time or times by 30 days prior written notice to Seller or immediately (a) if Seller fails to observe or comply with any covenants, terms, conditions or warranties contained in the Order; (b) if Seller, in Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Order; or (c) in the event of any proceeding by or against Seller in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Seller. Upon termination, Buyer may produce or purchase or otherwise acquire the goods or services ordered under the Order elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess costs or other expenses incurred by Buyer. In addition, Buyer shall have all other rights and remedies provided by law, at equity and under the Order, and all of Buyer's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Buyer's only responsibility to Seller shall be the purchase price for: (a) goods previously made, delivered to, inspected and accepted by Buyer in accordance with the terms of the Order; and (b) services performed and accepted before the date of receipt by Seller of the termination notice.

**9. Infringement of Proprietary Rights:** To the extent that the goods supplied under the Order are not manufactured to detailed designs and specifications originated and furnished by Buyer, Seller represents and warrants that the sale or use of such goods will not infringe any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right. Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products and any affiliated company of Buyer, its shareholders, officers, directors, employees, agents and customers, harmless from and against any damage, liability, claims, loss, costs, expenses and fees (including reasonable attorneys' fees) which may be incurred on account of infringement or alleged infringement of any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right by the goods or use of the goods supplied under the Order. Buyer shall have the right to employ counsel separate from counsel employed by Seller in any proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless

Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding. In addition to all other rights and remedies Buyer has at law, at equity or under the Order, in the event Buyer, its customers or anyone selling or using Buyer's products are enjoined from the use, sale or other disposition of the goods, conditionally or otherwise, Seller shall, at no additional cost to Buyer, repurchase the goods at their purchase price and/or Buyer's products at their purchase price, and repay all costs of all shipments of such goods and products incurred by Buyer.

10. **Compliance with Laws and Equal Opportunity:** Seller shall comply and warrants its compliance with all applicable Federal, state and local laws, rules and regulations relating to the goods and/or services to be furnished hereunder, including, but not limited to, the Federal Food, Drug, and Cosmetic Act, the Federal Nutrition and Labeling Education Act of 1990, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, and California's Transparency in Supply Chain Act, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Buyer serves from time to time as a contractor or subcontractor for the United States Government. Accordingly, Seller shall, unless the Order is otherwise exempt, comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors, including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 CFR Part 20), with women-owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Contract clauses required by the Government in such circumstances, and all rules and regulations (including, but not limited to, 41 CFR 60-1.4 (a)(1)-(7), 41 CFR 60-250.4 (a) - (m), and 41 CFR 60-741.1 (a)-(f)) promulgated under the specific acts cited, are incorporated into the Order by reference.
11. **OSHA Laws:** Seller has taken OSHA and similar laws into account in the design of the goods with the objective that when the goods are placed in Buyer's facility, it will enable the operator or Buyer to comply with the applicable OSHA and similar requirements. If Seller believes that such goods are not in compliance with OSHA and other related laws, it shall notify Buyer immediately and Buyer shall decide, in its sole discretion, whether to: 1) make necessary modifications to bring the goods into compliance with OSHA and other related laws; or 2) terminate the Agreement without penalty.
12. **Recall of Goods:** If Seller becomes aware that the goods or any ingredient in the goods is or may become harmful to persons or property, or that the design or construction of the goods or services is defective in any manner which is or may become harmful to persons or property, or if Seller otherwise breaches any of its warranties to Buyer hereunder, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, and Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those selling or using its products, and any affiliated company of Buyer, and its officers, directors, shareholders, employees, customers, agents and the users of its products, harmless from and against any and all damages, liabilities, claims, losses, costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by them arising out of, or relating or incidental to such goods or services provided by Seller, including, without limitation, any costs associated with recalling products developed, manufactured, or created by Buyer with the aid of such goods or services. Buyer may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities. Should Buyer, either voluntarily or involuntarily, initiate a recall of such products, or if a governmental agency shall take action with respect to them, Seller shall assist and cooperate with Buyer in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Buyer and any applicable governmental agency in monitoring Buyer's recall operation and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Seller agrees to pay all costs associated with such recall.
13. **Indemnification:** Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products, and any affiliated company of Buyer, its shareholders, officers, directors, employees, agents and customers, harmless from and against any and all damage, liability, claims, loss, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating or incidental to any breach by Seller of the terms, covenants, warranties and conditions of the Order, or any act or failure to act by Seller or its agents, representatives or employees in the performance of the Order, including, but not limited to:
  - a. Death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted from any alleged defect in the goods or services, or the performance by Seller of work or services pursuant to the Order, or the work or performance of services by Seller's agents, representatives or employees, on the premises of Buyer or one of its customers or suppliers, or from the failure of the goods to comply with any applicable sample or specification or with the express or implied warranties given by Seller, its agents representative or employees.
  - b. Claims arising out of the alleged violation by Seller in the manufacture, processing, storage, or sale of the goods, or in the performance by Seller of any work or services pursuant to the Order, of any Federal, state or local law, statute, ordinance, or administrative order, rule, regulation or standard.



If either (a) or (b) apply, Buyer shall have the right to employ counsel separate from counsel employed by Seller in any such proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding, including, but not limited to, internal and external legal fees and costs, and pre-judgment and post judgment interest at the greater of such other rate of interest as provided herein or prime or equivalent rate of interest of Chase Bank plus 3% based on a 360 day year..

14. **Insurance:** Seller shall, procure and maintain insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer a certificate of insurance evidencing the following coverage: statutory limits of Workers' Compensation insurance (including occupational disease) and Employer's Liability coverage with limits of not less than \$1,000,000; Commercial General and Products liability coverage, including broad form vendors, completed operations, contractors liability and personal injury liability coverage in the amount of \$2,000,000; Automobile Liability insurance for all owned, hired and non-owned automobiles with a \$1,000,000 combined single limit; excess/umbrella insurance coverage, written on an occurrence basis, which provides \$10,000,000; and Third Party Product Recall Liability coverage, written on an occurrence basis, which provides \$10,000,000.00 coverage. Said insurance policies must be primary and non-contributory. Certificate of Insurance must set forth the amount of coverage, policy number, and date of expiration and shall name Buyer as an Additional Insured. Seller shall provide Buyer at least thirty (30) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws of any state a shorter time period for notice is required, in which case such time period shall apply. If Seller is self-insured and registration with the state is required to evidence particular coverage, the certificate of the appropriate agency of the state in which said work is to be performed must be furnished directly to Buyer by such state agency. The Buyer and its insurance company shall be fully and completely subrogated to the Seller's rights against parties who may be liable to provide indemnity or make contribution in respect of any matter which is the subject of a claim arising under or in connection with the Order or the Seller's performance or nonperformance thereunder.

15. **Confidential Information:**

- a. Drawings, data, design, inventions, samples, order requirements and any other technical information supplied by Buyer shall remain Buyer's property and proprietary information and shall be held in confidence by Seller as well as any and all personal information or personally identifiable information. Such information shall not be reproduced, used and/or disclosed to others by Seller without Buyer's prior written consent, except as required for the performance of the Order and except to the extent that Seller is able to establish to Buyer's satisfaction that such information (i) was known by Seller at the time of disclosure to it by Buyer, (ii) became known to Seller after such disclosure to it by Buyer through a third party as a matter of right and without restriction on disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Seller. All such information, including all reproductions, shall be returned to Buyer immediately upon demand, and otherwise upon completion or performance by Seller of the Order or its termination for any reason. The foregoing technical information shall be at all times labeled as confidential property of Buyer and treated in a confidential manner by Seller, and Seller acknowledges and agrees that disclosure of this information to the industry as a whole would injure Buyer's competitive advantage.
- b. All drawings, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller and paid for by Buyer shall be the sole and exclusive property and proprietary information of Buyer, and same, as well as any furnished hereunder to Seller by Buyer, shall be delivered to Buyer upon demand, and otherwise upon the completion or performance of the Order by Seller or its termination for any reason in the same condition as supplied, reasonable wear and tear excepted, or if not delivered to Buyer, then destroyed. No reproductions thereof shall be retained by Seller except as authorized in writing by Buyer. While the foregoing is in the possession of Seller, it shall be conspicuously labeled as the property of Buyer, be kept segregated from all other property of Seller and be kept fully insured by Seller, at Seller's expense, in an amount equal to its replacement cost with a loss payable clause or endorsement in favor of Buyer.
- c. The terms of subsections (a) and (b) above shall survive the termination of the Order.

16. **Labor Disputes:** Whenever any actual or potential labor dispute delays, or threatens to delay, the timely performance of the Order by Seller, Seller shall immediately give notice to Buyer.

17. **Future Taxes:** All taxes, assessments, duties or any charge or increase not in effect on the date of the Order which may, prior to the completion of deliveries of goods or performance of services, be levied by any governmental agency on products, containers for products or services shall be the liability of Seller without recourse to Buyer.

18. **Changes:** Buyer reserves the right to make changes within the general scope of the Order, except as to price or quantity, by any reasonable means, and if requested by Seller, such changes shall be confirmed in writing by Buyer. If any such change causes an increase or decrease in the cost of, or time required for, Seller's performance, the price therefor and/or time required for performance shall be equitably adjusted. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date the change is ordered. Failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.

**19. Force Majeure:**

- a. Buyer reserves the right to defer any shipment under the Order, cancel or modify the Order or change any performance dates if Buyer's production is delayed on account of strikes in Buyer's plant or the plants of any of Buyer's suppliers, fire, an act of God, governmental order or regulation or other conditions beyond Buyer's control.
- b. Seller shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or regulation or other unforeseeable causes beyond its control and without its fault or negligence, provided that Seller notifies Buyer within ten (10) days after Seller first knows of same, time of such notification being of the essence. Without limiting the generality of the foregoing, the parties acknowledge and agree that a change in market conditions due to a Force Majeure Event or otherwise that results in higher-than-anticipated costs of performance under this Order shall not excuse Seller's performance hereunder unless the Seller is substantially unable to perform its obligations as a result of such changed market conditions.

**20. Governing Law and Consent to Jurisdiction:** The Order shall be governed by and construed in accordance with the internal laws and decisions, but not the laws of conflict, of the State of Illinois, and Seller consents, exclusively, to the adjudication of any dispute arising out of the Order by any federal or state court of competent jurisdiction sitting in the State of Illinois.

**21. Miscellaneous:** The Order and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Seller without the prior written consent of Buyer, its successors and assigns. No act of failure to act of Buyer shall constitute a waiver of any provision contained in the Order, and to be valid a waiver of any requirement or obligation under the Order must be in writing and signed by Buyer. The section headings contained herein are not part of the Order, but are included solely for the convenience of the parties. The provisions of the Order are severable, and if any provision is held to be unenforceable, the remaining provisions shall continue in full force and effect.

**22. Independent Contractors:** Nothing contained in the Order shall be construed as creating a partnership or joint venture between Buyer and Seller, and Seller shall at all times during the term of the Order be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Order. To the extent Seller's obligations under the Order require the performance of services by Seller on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller shall comply with all of Buyer's or said customers' safety rules and regulations and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such services. For purposes of clarification, Seller is providing goods and services in the capacity of a general contractor and is not an employee or agent of the Buyer; and Buyer is neither a general contractor nor the construction manager on this project

**23. Notices:** Any notices, consents or approvals called for hereunder may be given by telephone, but shall be confirmed in writing to be delivered or sent by telecopier, facsimile, overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Buyer to its office located at the address set forth on the Order, and in the case of Seller at such address as Seller shall provide Buyer, or if no address is provided, at Seller's principal offices. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the same date as sent if sent by telecopier or telex (with confirmation sheet), the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.

**24. Amendment:** Except in accordance with the provisions of section 18 hereof, the Order may be amended only by a writing signed by representatives of both Seller and Buyer, each duly authorized to execute such amendment.

[These terms and conditions shall apply to **ALL raw material/ingredients/product-contact packaging vendors; co-manufacturing; AND warehouse/re-pack vendors**]

### **CONTINUING PURE FOOD GUARANTY**

1. In consideration of purchases from the seller ("Seller") by OSI Industries, LLC ("Buyer") and its affiliates of articles subject to the Federal Food, Drug, and Cosmetic Act of 1938, as amended, the article(s) comprising each shipment or other delivery hereafter made by Seller to or on the order of Buyer is guaranteed, as of the date of such shipment or delivery, to be, on such date,
  - (a) not adulterated or misbranded within the meaning of said Federal Act, as amended, including the Food Additives Amendment of 1958 to said Federal Act, to the extent said Federal Act is then effective and applicable;
  - (b) not an article which may not, under the provisions of Sections 404 or 505 of said Federal Act, be introduced into interstate commerce;
  - (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act; and
  - (d) where applicable, in compliance with the Federal Hazardous Substances Labeling Act.
2. This guaranty is executed by Seller subject to the condition that if an article is packed and shipped or delivered under a label designed or furnished by Buyer, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the statements contained on such label.
3. Unless a sales agreement between the parties provides otherwise, Seller agrees to hold harmless, indemnify and defend Buyer, its employees, directors, and officers from and against all loss, cost, damage and expense (including reasonable attorneys' fees) to the extent resulting from Seller's breach of its continuing guaranties provided in paragraph 1 above.
4. This guaranty supersedes and replaces any continuing pure food guaranty previously given by Seller to Buyer and shall continue in effect until written notice of revocation is provided by Seller.
5. Seller hereby warrants that it does not engage in human trafficking or slavery of any kind and is and shall remain in full compliance with The California Transparency in Supply Chains Act of 2010- SB 657 as may be amended from time to time, if applicable.

END OF RAW MATERIAL / INGREDIENT/ PRODUCT PACKAGING  
VENDOR  
TERMS AND CONDITIONS.

## SERVICE ORDER TERMS & CONDITIONS

*[These terms and conditions shall apply to those vendors providing services of any kind]*

These Terms and Conditions constitute the entire agreement between Owner and Contractor for the purchase of services by Owner from Contractor ("Order"). "Owner" shall mean "OSI Group, LLC and its affiliates." "Contractor" shall mean service provider and its affiliates." The word "services" shall mean the labor to be provided by Contractor in connection with the applicable Order. These Terms and Conditions will control all orders for all services notwithstanding the fact that these Terms and Conditions may not be expressly referred to in subsequent Orders or invoices and will supersede any and all terms and conditions on any and all such Orders and invoices for services.

1. Contractor shall provide and maintain insurance coverages as specified in Exhibit A, attached hereto and made a part hereof. Prior to commencement of the work, Contractor shall deliver certificates of insurance to Owner naming Owner as an additional insured under the Contractor's policy. As used in this Agreement, Owner shall mean OSI Industries, LLC. and its affiliates.
2. To the extent permitted by law, Contractor agrees to and shall indemnify, save harmless and defend Owner from and against all claims, demands, liabilities and judgments which may be made, asserted or entered against Owner and from and against the cost and expense (including attorney's, consultant's and expert's fees) of defending against such claims, demands, liabilities and judgments, which in any way arise from, are incident to, grow out of or are connected with this Service Order or the work of Contractor hereunder and whether such claims are based upon Owner's passive negligence, strict liability in tort, breach of statutory duty, breach of contract, breach of warranty or otherwise, except for claims due to conditions created by Owner's negligence. Neither party shall be responsible to the other for any indirect, consequential (including loss profits), punitive or special damages.
3. Contractor shall furnish all materials, equipment, machines, tools and labor required to perform the work under this agreement and shall obtain and pay for all necessary permits.
4. The work shall be done in a workmanlike manner by skilled workers and shall be subject to Owner's approval. If the work, when completed, is approved, Owner shall pay the cost thereof within 30 days after receipt of Contractor's invoice, provided that no final payment shall become due until Contractor delivers to Owner receipts or releases of lien signed by all parties furnishing labor and material. Contractor shall indemnify Owner against all liens and claims for labor and material. Contractor shall remedy at its expense any defects in material or workmanship and any defects in the work due to Contractor's failure to use a reasonable degree of skill and care in carrying out the work which may appear within a period of one year from the date of final payment.
5. Contractor is an independent contractor and neither Contractor nor any of the Contractor's employees are employees of Owner. Contractor assumes full responsibility as employer for Contractor and Contractor's employees under applicable statutes and agrees to pay all employer taxes required thereunder.
6. If the work relates to any article entrusted to Contractor, Contractor assumes all risk of loss of or damage to the article while it is in Contractor's possession or under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse Owner for the value of the article specified on the face of this order. Any other damage shall be promptly repaired by Contractor at Contractor's expense.
7. Any assignment of this Service Order or any subcontracting of any part of the work to be performed hereunder without Owner's written consent shall be void. No modification of this Service Order shall be valid unless in writing and signed by Owner.
8. Contractor shall perform work in a safe manner and shall comply with all safety regulations of the Owner.
9. Contractor warrants that goods or services furnished under this order will have been produced or furnished in full and complete compliance with all applicable laws and regulations including among others, the Fair Labor Standards Act as amended.
10. Contractor represents and warrants (if applicable) that the services provided pursuant to this Service Order will be provided in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.
11. Contractor shall also comply with all applicable laws, ordinances, rules or regulations regarding notice of release of hazardous substance for its activities or for those of its subcontractors at the job site.

12. Either party may terminate this Service Order, without cause and without penalty, upon thirty days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Service Order if a Default, as defined below, by the other party has occurred and is continuing by giving written notice thereof to the defaulting party. Except as otherwise specifically provided herein, termination of this Service Order shall not relieve the parties of any obligation accruing with respect to this Service Order prior to such termination. The term "Default" shall mean any of the following:

(a) failure by a party to comply with or to perform any provision or condition of this Agreement and continuance of such failure for 10 days after written notice thereof to such party; or

(b) a party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or

(c) any representation or warranty made in this Service Order is breached, false, or misleading in any material respect.

In the event of such termination, the non-defaulting party shall be entitled to pursue any remedy provided in law or equity, including injunctive relief and the right to recover any damages it may have suffered by reason of such Default.

13. If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Service Order by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the affected provisions and/or requirements of this Service Order shall be suspended during the period of such disability. During such period, the non-disabled party may seek to have its needs, which would otherwise be met hereunder, met by others without liability to the disabled party hereunder. The disabled party shall make all reasonable efforts to remove such disability within thirty days of giving notice of such disability.

14. Contractor shall, unless the Order is otherwise exempt, comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors, including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 CFR Part 20), with women-owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Owner. Contract clauses required by the Government in such circumstances, and all rules and regulations (including, but not limited to, 41 CFR 60-1.4 (a)(1)-(7), 41 CFR 60-250.4 (a) - (m), and 41 CFR 60-741.1 (a)-(f)) promulgated under the specific acts cited, are incorporated into the Order by reference.

15. Contractor shall regard as confidential and proprietary all of the information communicated to it by Owner in connection with this Service Order or learned by it while performing services pursuant to this Service Order (which information shall at all times be the property of Owner). Contractor shall not, without Owner's prior written consent, at any time (a) use such information for any purpose other than in connection with the performance of its obligations under this Service Order or (b) disclose any portion of such information to third parties, excluding Contractor's agents or subcontractors which are directly performing services for Contractor in connection with this Service Order. Upon the expiration or earlier termination of this Agreement, or upon Owner's request, promptly to return to Owner all documents or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, and Contractor will certify that all such Information has been returned to Owner or disposed of in a manner approved by Owner.

16. This Order shall supersede any terms and conditions of Contractor regardless of their attachment hereto. In the event of any conflict, discrepancy and dispute between this Order and any Appendix thereto, the terms of this Order, inclusive of Exhibit A, shall govern. This Order shall be governed and construed by the substantive law of the state of Illinois as it applies to contracts made and to be performed wholly within such state without reference to the laws of conflict.

**EXHIBIT B**  
**OSI INSURANCE REQUIREMENTS**

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Contractors shall maintain the following insurance policies:

**(a.) Workers' Compensation Insurance**

**Coverage A:** In amounts that are statutory in accordance with the laws of the state with jurisdiction, including Voluntary Compensation, All States Endorsement.

**Coverage B:** The Workers' Compensation policy should include Employer's Liability Coverage with limits not less than those listed below:

- Each Accident:..... \$1,000,000
- Disease – Each Employee: ..... \$1,000,000
- Disease – Policy Limit:..... \$1,000,000

The Employer's Liability Insurance policy shall not contain an exclusion for occupational disease. Contractor shall cause all such policies to contain a provision requiring the insurance carriers to waive all rights of subrogation against Company, its parents, subsidiaries and affiliates and its and their respective agents and employees.

**(b.) Commercial General Liability Insurance**

The policy limit must be no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

The above policy is to include bodily injury and property damage, Blanket Contractual Liability per the ISO definition of "Insured Contract"; Products and Completed Operations, Independent Contractors, Broad Form Property Damage, and Personal Injury.

CG20 26 04 13 or CG 20 15 04 13 (Additional Insured) must be endorsed on the policy.

**(c.) Commercial Automobile Liability Insurance**

Automobile Liability Insurance against claims for bodily injury, death and property damage, with limits of not less than \$1,000,000 per person and not less than \$1,000,000 per accident or occurrence; alternatively, combined single limits of not less than \$1,000,000.

**(d.) Errors & Omissions/Professional Liability (when applicable)**

Provide Errors & Omissions/Professional Liability Insurance coverage with limits of at least \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret). Network Security and Privacy Risks coverage in an amount not less than \$5,000,000, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information or privacy perils, and including coverage for related regulatory defense and penalties, and data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, or remediation services in the performance of services for OSI or on behalf of OSI hereunder.

The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement. OSI shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

**(e.) Product Recall/Contamination (when applicable)**

A Product Contamination Insurance Policy which includes Accidental Contamination, Malicious Tampering, Government Recall and Adverse Publicity coverage. The policy limit must be no less than \$5,000,000 per occurrence, to include Third Party Recall Liability for any loss sustained by OSI Group, LLC.

**(f.) Umbrella Liability**



Provide limits of at least \$5,000,000 per occurrence and in the aggregate. Coverage must cover in excess of the following policies:

- Workers' Compensation & Employer's Liability
- Commercial General Liability
- Commercial Automobile Liability

The minimum limits of coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies; provided that any such excess or umbrella insurance policies follow the form of the primary insurances and contain a drop down provision in case of exhaustion of underlying limits and/or aggregates.

**(g.) Waiver of Subrogation**

All insurance policies must provide a Waiver of Subrogation. The General Liability, Auto Liability, and Umbrella Liability must provide additional insured coverage as follows:

"The insurance afforded to the Additional Insured is primary insurance and non-contributory. If the Additional Insured has other insurance which is applicable to the loss on an excess, contingent, or primary basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

This should be evidenced via endorsement to the policy. The Additional Insured is **OSI Group, LLC, its affiliated and associated companies.** All policies must be written in an occurrence format.

**(h.) Policy Requirements**

All such insurance policies shall (i) provide coverage on an occurrence basis; ii) provide that no cancellation, non-renewal or change shall be effected without giving Company at least thirty (30) days' prior written notice; and (iii) be valid and enforceable policies issued by insurers of recognized responsibility, properly licensed in the State where the Services are to be performed, with an AM Best's Rating of A- or better and Class VII or better. Such insurance policies shall not contain cross-liability exclusion or an exclusion for punitive or exemplary damages where insurable under law.

**(i.) Evidence of Insurance**

A Certificate of Insurance evidencing coverage should be forwarded to:

Kathy McCarty  
Risk Management Department OSI Group, LLC  
1225 Corporate Blvd, Suite 300  
Aurora, IL 60505

END OF SERVICES VENDOR  
TERMS AND CONDITIONS.

## Goods Order Terms and Conditions

*[These terms and conditions shall apply to vendors providing goods OTHER than raw material/ingredient/product contact packaging]*

These Terms and Conditions constitute the entire agreement between Buyer and Seller for the purchase of goods by Buyer from Seller ("Order"). "Buyer" shall mean "OSI Group, LLC and its affiliates." "Seller" shall mean seller and its affiliates." The word "goods" as used herein shall mean the products, articles, materials and/or equipment/machinery sold by Seller to Buyer. The word "services" shall mean the labor to be provided by Seller with respect to such goods. These Terms and Conditions will control all orders for all goods and services notwithstanding the fact that these Terms and Conditions may not be expressly referred to in subsequent Orders or invoices and will supersede any and all terms and conditions on any and all such Orders and invoices for goods and services. Seller's confirmation of receipt of the Order or shipment of the goods and/or provision of the services to Buyer confirms Seller's acceptance of these Terms and Conditions.

1. **Offer, Acceptance and Modification:** An Order is an offer to Seller by Buyer to enter into a purchase agreement on the Terms and Conditions set forth in this document, any attachments and any specifications and other materials expressly referred to in the Order and expressly agreed by Buyer and Seller. Seller shall accept the offer in writing, or by beginning to fill the Order or perform the services requested by Buyer. No additional terms or conditions proposed by Seller either orally or in writing shall be a part of the Order unless expressly agreed to by Buyer in writing.
2. **Price; Terms of Payment:** All prices to be paid for the goods ordered or services to be performed shall be as set forth in the Order, unless otherwise expressly agreed to in writing by Buyer. All charges are included in the price and no extra charges of any kind shall be allowed unless specifically agreed to in the Order. If Seller's current lawful price is lower than stated in the Order, the Order shall be filled by Seller at such lower price. Any costs or expenses which Seller intends to pass on to Buyer must be reasonable, actual and necessarily incurred by Seller in the performance of the Order, and must be expressly approved by Buyer in advance in writing. Unless otherwise agreed to in writing by Buyer, all prices include all applicable Federal, state and local taxes, assessments and duties, except for those for which an exemption may be claimed by Buyer.
3. **Delivery Schedule, Risk of Loss and Transportation:** Prompt delivery is the essence of the Order. All goods are sold to Buyer "F.O.B. Buyer's Plant" unless otherwise indicated. Without limitation of the foregoing, Seller shall notify the Buyer promptly of any delays or threatened delays in the performance of the Order. The Buyer shall have no liability for payment for goods or services delivered to it which are in excess of quantities specified in the Order. If Seller does not, or it appears that Seller will not, meet Buyer's delivery or work schedule, Buyer may, in addition to any other rights or remedies provided by law or the Order: (a) cancel the Order, in whole or in part, without liability to Seller except for payment for goods previously shipped and accepted or services previously performed to the extent reasonable in amount; (b) approve an agreed upon revised delivery or work schedule; or (c) require that Seller ship via expedited routing to meet such delivery schedule or to recover the time lost. If Buyer approves a revised delivery schedule or requires Seller to ship via expedited routing, any additional transportation cost incurred as a result shall be paid by Seller. All risk of loss, damage in transit or delay in delivery of the goods ordered pursuant to the Order shall remain with Seller until delivery to and acceptance by Buyer, except where transportation of the goods is provided by Buyer's own vehicle, and then risk of loss damage in transit and delay in delivery shall shift to Buyer upon completion of loading of Buyer's vehicle by Seller. Seller shall prepare all goods for shipment so as to secure the lowest transportation rates consistent with timely delivery. Buyer will not pay for packing, cartage, drayage, storage or anything else unless stated in the Order or otherwise agreed to in writing by Buyer. Seller shall mark the identification number of the Order and enclose a packing slip showing the order number and quantity in each container or other receptacle. If not accompanied by a packing slip, Buyer's count and weight shall be conclusive.
4. **Payment Terms and Setoffs:** Payment for goods ordered or services to be performed shall be subject to Buyer's acceptance and as set forth in the Order unless otherwise expressly agreed to in writing by Buyer. For purposes of determining Buyer's eligibility to earn any prompt payment discounts specified in the Order or on any invoice, the period during which the applicable discount may be earned and a discounted payment made shall be computed from such date of delivery and/or accepted performance, or the receipt by Buyer of a correct invoice, whichever is later. Buyer shall be entitled at all times to set off any amount owing at any time from Seller, or any affiliated company of Seller, to Buyer, or any affiliated company of Buyer, against any amounts payable at any time by Buyer in connection with the Order. As used herein, "affiliated company" means any firm, corporation, limited liability company, partnership, limited partnership, joint venture, or association which controls, is controlled by, or is under common control with Seller or Buyer, respectively, and shall specifically include any division, subsidiary, and any company or firm in which Buyer or Seller own an interest.
5. **No Substitution of Materials:** No change in the goods or services ordered under the Order, or their method of production, including substitutions or changes in materials, equipment, processing or production location shall be made by Seller, or any approved subcontractor, without the prior written consent of Buyer.
6. **Warranties:** Seller represents and warrants: (a) that it is the sole owner of any goods to be sold under the Order and that it has the unrestricted right to convey marketable title free and clear of all liens and encumbrances; (b) that any goods delivered or services performed will conform to the Order and any description, specification, drawing or sample relating to such goods or services; (c) that any goods shall be merchantable and fit for use with food products for human consumption and for their particular purpose and use intended by Buyer, and that any goods or services shall be free of all defects in

design, material and workmanship, and shall be in good working condition; and (d) that all goods shall be manufactured in accordance with good manufacturing practices, and that all goods and/or services shall conform to and be furnished in accordance with all applicable Federal, state and local laws, rules and regulations. Seller agrees that these warranties shall run to Buyer, its successors, assigns, and customers, and the users of its products. These warranties shall survive any delivery, inspection, testing, acceptance or payment by Buyer under the Order, and the termination of the Order for any reason. Seller acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to the Order, and notwithstanding Buyer's acceptance of specification, samples, test data and the goods and/or services, Seller agrees that Buyer may rely on Seller as an expert.

**7. Inspection, Rejection and Return of Goods:** All goods and services to be purchased under the Order are subject to the right of inspection, approval, and acceptance by Buyer, whether or not prior payment has been made by Buyer and without regard to the passage of time. Goods purchased hereunder may be inspected at Buyer's destination or Seller's plant, at Buyer's discretion. Buyer reserves the right, in addition to any other rights which it may have at law, at equity or under the Order, to reject and refuse acceptance of all or a portion of such goods or services which are not in conformity with the Seller's warranties, as determined by Buyer. Seller agrees that time for acceptance or rejection of any shipment of goods or performance of services shall not expire until Buyer's use of the goods in products which it manufactures or processes which embody or employ the goods or use of any item which is an embodiment of the services performed by Seller. Buyer shall have the right to return to Seller all or a portion of such non-conforming goods or any item representing or embodying the services, at Seller's sole risk and expense, for full credit or refund, or require that Seller, at its sole risk and expense, correct or replace such goods or services with conforming goods or services within such time as Buyer may require; provided, however, that such corrected or rejected goods or services shall not be converted or replaced by Seller without written authorization from Buyer. If Seller fails to correct or replace any non-conforming goods or services promptly after notification and authorization from Buyer, Buyer may correct or replace such goods or services and charge Seller for the cost incurred by Buyer thereby, equitably adjust the order price for such goods or services, or set-off the cost hereunder, at the sole discretion of Buyer. Any goods or services corrected, replaced or repaired by Seller shall be subject to the warranties and other terms of the Order. In the event of rejection by Buyer of all or a portion of the goods or services, Buyer may charge to Seller and set-off against any payments due Seller all expenses of unpacking, examining, repacking, storing and shipping any goods rejected. Payment for any goods or services hereunder shall not be deemed acceptance thereof.

a. Buyer's failure to inspect and accept or reject any goods or services shall not relieve Seller from responsibility for goods which are not in conformance with the Order, nor for hidden or latent defects in any goods whether inspected or not, nor for fraud or such gross mistakes as amount to fraud, nor shall anything herein relieve Seller from the obligation to inspect and test the goods or services covered by the Order in accordance with good commercial practices and Buyer's requirements and specifications, nor impose any liability upon Buyer for such failure or defects.

b. Seller shall maintain inspection and test records pertaining to such goods and services for a period of two (2) years after delivery of such goods and services or as otherwise specified by Buyer and copies thereof shall be made available to Buyer at any time upon request and without charge. Such records shall include the time when, the manner in which, the persons by whom the goods or services have been inspected and tested, and the results of such inspections or tests.

**8. Termination and Remedies:** Buyer may terminate all or any part of the Order at any time or times by 30 days prior written notice to Seller or immediately (a) if Seller fails to observe or comply with any covenants, terms, conditions or warranties contained in the Order; (b) if Seller, in Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Order; or (c) in the event of any proceeding by or against Seller in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Seller. Upon termination, Buyer may produce or purchase or otherwise acquire the goods or services ordered under the Order elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess costs or other expenses incurred by Buyer. In addition, Buyer shall have all other rights and remedies provided by law, at equity and under the Order, and all of Buyer's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Buyer's only responsibility to Seller shall be the purchase price for: (a) goods previously made, delivered to, inspected and accepted by Buyer in accordance with the terms of the Order; and (b) services performed and accepted before the date of receipt by Seller of the termination notice.

**9. Infringement of Proprietary Rights:** To the extent that the goods supplied under the Order are not manufactured to detailed designs and specifications originated and furnished by Buyer, Seller represents and warrants that the sale or use of such goods will not infringe any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right. Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products and any affiliated company of Buyer, its shareholders, officers, directors, employees, agents and customers, harmless from and against any damage, liability, claims, loss, costs, expenses and fees (including reasonable attorneys' fees) which may be incurred on account of infringement or alleged infringement of any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right by the goods or use of the goods supplied under the Order. Buyer shall have the right to employ counsel separate from counsel employed by Seller in any proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless

Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding. In addition to all other rights and remedies Buyer has at law, at equity or under the Order, in the event Buyer, its customers or anyone selling or using Buyer's products are enjoined from the use, sale or other disposition of the goods, conditionally or otherwise, Seller shall, at no additional cost to Buyer, repurchase the goods at their purchase price and/or Buyer's products at their purchase price, and repay all costs of all shipments of such goods and products incurred by Buyer.

10. **Compliance with Laws and Equal Opportunity:** Seller shall comply and warrants its compliance with all applicable Federal, state and local laws, rules and regulations relating to the goods and/or services to be furnished hereunder, including, but not limited to, the Federal Food, Drug, and Cosmetic Act, the Federal Nutrition and Labeling Education Act of 1990, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, and California's Transparency in Supply Chain Act, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Buyer serves from time to time as a contractor or subcontractor for the United States Government. Accordingly, Seller shall, unless the Order is otherwise exempt, comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors, including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 CFR Part 20), with women-owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Contract clauses required by the Government in such circumstances, and all rules and regulations (including, but not limited to, 41 CFR 60-1.4 (a)(1)-(7), 41 CFR 60-250.4 (a) - (m), and 41 CFR 60-741.1 (a)-(f)) promulgated under the specific acts cited, are incorporated into the Order by reference.
11. **OSHA Laws:** Seller has taken OSHA and similar laws into account in the design of the goods with the objective that when the goods are placed in Buyer's facility, it will enable the operator or Buyer to comply with the applicable OSHA and similar requirements. If Seller believes that such goods are not in compliance with OSHA and other related laws, it shall notify Buyer immediately and Buyer shall decide, in its sole discretion, whether to: 1) make necessary modifications to bring the goods into compliance with OSHA and other related laws; or 2) terminate the Agreement without penalty.
12. **Recall of Goods:** If Seller becomes aware that the goods or any ingredient in the goods is or may become harmful to persons or property, or that the design or construction of the goods or services is defective in any manner which is or may become harmful to persons or property, or if Seller otherwise breaches any of its warranties to Buyer hereunder, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, and Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those selling or using its products, and any affiliated company of Buyer, and its officers, directors, shareholders, employees, customers, agents and the users of its products, harmless from and against any and all damages, liabilities, claims, losses, costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by them arising out of, or relating or incidental to such goods or services provided by Seller, including, without limitation, any costs associated with recalling products developed, manufactured, or created by Buyer with the aid of such goods or services. Buyer may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities. Should Buyer, either voluntarily or involuntarily, initiate a recall of such products, or if a governmental agency shall take action with respect to them, Seller shall assist and cooperate with Buyer in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Buyer and any applicable governmental agency in monitoring Buyer's recall operation and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Seller agrees to pay all costs associated with such recall.
13. **Indemnification:** Seller shall indemnify, defend and hold Buyer, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those persons selling or using any of Buyer's products, and any affiliated company of Buyer, its shareholders, officers, directors, employees, agents and customers, harmless from and against any and all damage, liability, claims, loss, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating or incidental to any breach by Seller of the terms, covenants, warranties and conditions of the Order, or any act or failure to act by Seller or its agents, representatives or employees in the performance of the Order, including, but not limited to:
  - a. Death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted from any alleged defect in the goods or services, or the performance by Seller of work or services pursuant to the Order, or the work or performance of services by Seller's agents, representatives or employees, on the premises of Buyer or one of its customers or suppliers, or from the failure of the goods to comply with any applicable sample or specification or with the express or implied warranties given by Seller, its agents representative or employees.
  - b. Claims arising out of the alleged violation by Seller in the manufacture, processing, storage, or sale of the goods, or in the performance by Seller of any work or services pursuant to the Order, of any Federal, state or local law, statute, ordinance, or administrative order, rule, regulation or standard.

If either (a) or (b) apply, Buyer shall have the right to employ counsel separate from counsel employed by Seller in any such proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to assume the defense of Buyer or employ satisfactory counsel. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding, including, but not limited to, internal and external legal fees and costs, and pre-judgment and post judgment interest at the greater of such other rate of interest as provided herein or prime or equivalent rate of interest of Chase Bank plus 3% based on a 360 day year..

14. **Insurance:** Seller shall, procure and maintain insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer a certificate of insurance evidencing the following coverage: statutory limits of Workers' Compensation insurance (including occupational disease) and Employer's Liability coverage with limits of not less than \$1,000,000; Commercial General and Products liability coverage, including broad form vendors, completed operations, contractors liability and personal injury liability coverage in the amount of \$2,000,000; Automobile Liability insurance for all owned, hired and non-owned automobiles with a \$1,000,000 combined single limit; excess/umbrella insurance coverage, written on an occurrence basis, which provides \$5,000,000.00. Said insurance policies must be primary and non-contributory. Certificate of Insurance must set forth the amount of coverage, policy number, and date of expiration and shall name Buyer as an Additional Insured. Seller shall provide Buyer at least thirty (30) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws of any state a shorter time period for notice is required, in which case such time period shall apply. If Seller is self-insured and registration with the state is required to evidence particular coverage, the certificate of the appropriate agency of the state in which said work is to be performed must be furnished directly to Buyer by such state agency. The Buyer and its insurance company shall be fully and completely subrogated to the Seller's rights against parties who may be liable to provide indemnity or make contribution in respect of any matter which is the subject of a claim arising under or in connection with the Order or the Seller's performance or nonperformance thereunder.

15. **Confidential Information:**

- a. Drawings, data, design, inventions, samples, order requirements and any other technical information supplied by Buyer shall remain Buyer's property and proprietary information and shall be held in confidence by Seller as well as any and all personal information or personally identifiable information. Such information shall not be reproduced, used and/or disclosed to others by Seller without Buyer's prior written consent, except as required for the performance of the Order and except to the extent that Seller is able to establish to Buyer's satisfaction that such information (i) was known by Seller at the time of disclosure to it by Buyer, (ii) became known to Seller after such disclosure to it by Buyer through a third party as a matter of right and without restriction on disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Seller. All such information, including all reproductions, shall be returned to Buyer immediately upon demand, and otherwise upon completion or performance by Seller of the Order or its termination for any reason. The foregoing technical information shall be at all times labeled as confidential property of Buyer and treated in a confidential manner by Seller, and Seller acknowledges and agrees that disclosure of this information to the industry as a whole would injure Buyer's competitive advantage.
- b. All drawings, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller and paid for by Buyer shall be the sole and exclusive property and proprietary information of Buyer, and same, as well as any furnished hereunder to Seller by Buyer, shall be delivered to Buyer upon demand, and otherwise upon the completion or performance of the Order by Seller or its termination for any reason in the same condition as supplied, reasonable wear and tear excepted, or if not delivered to Buyer, then destroyed. No reproductions thereof shall be retained by Seller except as authorized in writing by Buyer. While the foregoing is in the possession of Seller, it shall be conspicuously labeled as the property of Buyer, be kept segregated from all other property of Seller and be kept fully insured by Seller, at Seller's expense, in an amount equal to its replacement cost with a loss payable clause or endorsement in favor of Buyer.
- c. The terms of subsections (a) and (b) above shall survive the termination of the Order.

16. **Labor Disputes:** Whenever any actual or potential labor dispute delays, or threatens to delay, the timely performance of the Order by Seller, Seller shall immediately give notice to Buyer.

17. **Future Taxes:** All taxes, assessments, duties or any charge or increase not in effect on the date of the Order which may, prior to the completion of deliveries of goods or performance of services, be levied by any governmental agency on products, containers for products or services shall be the liability of Seller without recourse to Buyer.

18. **Changes:** Buyer reserves the right to make changes within the general scope of the Order, except as to price or quantity, by any reasonable means, and if requested by Seller, such changes shall be confirmed in writing by Buyer. If any such change causes an increase or decrease in the cost of, or time required for, Seller's performance, the price therefor and/or time required for performance shall be equitably adjusted. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date the change is ordered. Failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.

**Force Majeure:**

- a. Buyer reserves the right to defer any shipment under the Order, cancel or modify the Order or change any performance dates if Buyer's production is delayed on account of strikes in Buyer's plant or the plants of any of Buyer's suppliers, fire, an act of God, governmental order or regulation or other conditions beyond Buyer's control.
  - b. Seller shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or regulation or other unforeseeable causes beyond its control and without its fault or negligence, provided that Seller notifies Buyer within ten (10) days after Seller first knows of same, time of such notification being of the essence. Without limiting the generality of the foregoing, the parties acknowledge and agree that a change in market conditions due to a Force Majeure Event or otherwise that results in higher-than-anticipated costs of performance under this Order shall not excuse Seller's performance hereunder unless the Seller is substantially unable to perform its obligations as a result of such changed market conditions.
20. **Governing Law and Consent to Jurisdiction:** The Order shall be governed by and construed in accordance with the internal laws and decisions, but not the laws of conflict, of the State of Illinois, and Seller consents, exclusively, to the adjudication of any dispute arising out of the Order by any federal or state court of competent jurisdiction sitting in the State of Illinois.
21. **Miscellaneous:** The Order and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Seller without the prior written consent of Buyer, its successors and assigns. No act of failure to act of Buyer shall constitute a waiver of any provision contained in the Order, and to be valid a waiver of any requirement or obligation under the Order must be in writing and signed by Buyer. The section headings contained herein are not part of the Order, but are included solely for the convenience of the parties. The provisions of the Order are severable, and if any provision is held to be unenforceable, the remaining provisions shall continue in full force and effect.
22. **Independent Contractors:** Nothing contained in the Order shall be construed as creating a partnership or joint venture between Buyer and Seller, and Seller shall at all times during the term of the Order be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Order. To the extent Seller's obligations under the Order require the performance of services by Seller on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller shall comply with all of Buyer's or said customers' safety rules and regulations and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such services. For purposes of clarification, Seller is providing goods and services in the capacity of a general contractor and is not an employee or agent of the Buyer; and Buyer is neither a general contractor nor the construction manager on this project
23. **Notices:** Any notices, consents or approvals called for hereunder may be given by telephone, but shall be confirmed in writing to be delivered or sent by telecopier, facsimile, overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Buyer to its office located at the address set forth on the Order, and in the case of Seller at such address as Seller shall provide Buyer, or if no address is provided, at Seller's principal offices. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the same date as sent if sent by telecopier or telex (with confirmation sheet), the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.
24. **Amendment:** Except in accordance with the provisions of section 18 hereof, the Order may be amended only by a writing signed by representatives of both Seller and Buyer, each duly authorized to execute such amendment.



END OF ALL OTHER GOODS (i.e. NON RAW MATERIAL/INGREDIENT) VENDOR  
TERMS AND CONDITIONS.

## SERVICE ORDER TERMS & CONDITIONS

*These terms and conditions shall apply to those **vendors providing warehouse and/or repacking services of any kind***

These Terms and Conditions constitute the entire agreement between Owner and Contractor for the purchase of services by Owner from Contractor ("Order"). "Owner" shall mean "OSI Group, LLC and its affiliates." "Contractor" shall mean service provider and its affiliates." The word "services" shall mean the labor to be provided by Contractor in connection with the applicable Order. These Terms and Conditions will control all orders for all services notwithstanding the fact that these Terms and Conditions may not be expressly referred to in subsequent Orders or invoices and will supersede any and all terms and conditions on any and all such Orders and invoices for services.

1. Contractor shall provide and maintain insurance coverages as specified in Exhibit A, attached hereto and made a part hereof. Prior to commencement of the work, Contractor shall deliver certificates of insurance to Owner naming Owner as an additional insured under the Contractor's policy. As used in this Agreement, Owner shall mean OSI Industries, LLC. and its affiliates.
2. To the extent permitted by law, Contractor agrees to and shall indemnify, save harmless and defend Owner from and against all claims, demands, liabilities and judgments which may be made, asserted or entered against Owner and from and against the cost and expense (including attorney's, consultant's and expert's fees) of defending against such claims, demands, liabilities and judgments, which in any way arise from, are incident to, grow out of or are connected with this Service Order or the work of Contractor hereunder and whether such claims are based upon Owner's passive negligence, strict liability in tort, breach of statutory duty, breach of contract, breach of warranty or otherwise, except for claims due to conditions created by Owner's negligence. Neither party shall be responsible to the other for any indirect, consequential (including loss profits), punitive or special damages.
3. Contractor shall furnish all materials, equipment, machines, tools and labor required to perform the work under this agreement and shall obtain and pay for all necessary permits.
4. The work shall be done in a workmanlike manner by skilled workers and shall be subject to Owner's approval. If the work, when completed, is approved, Owner shall pay the cost thereof within 30 days after receipt of Contractor's invoice, provided that no final payment shall become due until Contractor delivers to Owner receipts or releases of lien signed by all parties furnishing labor and material. Contractor shall indemnify Owner against all liens and claims for labor and material. Contractor shall remedy at its expense any defects in material or workmanship and any defects in the work due to Contractor's failure to use a reasonable degree of skill and care in carrying out the work which may appear within a period of one year from the date of final payment.
5. Contractor is an independent contractor and neither Contractor nor any of the Contractor's employees are employees of Owner. Contractor assumes full responsibility as employer for Contractor and Contractor's employees under applicable statutes and agrees to pay all employer taxes required thereunder.
6. If the work relates to any article entrusted to Contractor, Contractor assumes all risk of loss of or damage to the article while it is in Contractor's possession or under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse Owner for the value of the article specified on the face of this order. Any other damage shall be promptly repaired by Contractor at Contractor's expense.
7. Any assignment of this Service Order or any subcontracting of any part of the work to be performed hereunder without Owner's written consent shall be void. No modification of this Service Order shall be valid unless in writing and signed by Owner.
8. Contractor shall perform work in a safe manner and shall comply with all safety regulations of the Owner.
9. Contractor warrants that goods or services furnished under this order will have been produced or furnished in full and complete compliance with all applicable laws and regulations including among others, the Fair Labor Standards Act as amended.
10. Contractor represents and warrants (if applicable) that the services provided pursuant to this Service Order will be provided in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.
11. Contractor shall also comply with all applicable laws, ordinances, rules or regulations regarding notice of release of hazardous substance for its activities or for those of its subcontractors at the job site.
12. Either party may terminate this Service Order, without cause and without penalty, upon thirty days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Service Order if a Default, as defined below, by the other party has occurred and is continuing by giving written notice thereof to the defaulting party. Except as otherwise specifically provided herein, termination of this Service Order shall not relieve the parties of any obligation accruing with respect to this Service Order prior to such termination. The term "Default" shall mean any of the following:
  - (a) failure by a party to comply with or to perform any provision or condition of this Agreement and continuance of such failure for 10 days after written notice thereof to such party; or
  - (b) a party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or
  - (c) any representation or warranty made in this Service Order is breached, false, or misleading in any material respect.

In the event of such termination, the non-defaulting party shall be entitled to pursue any remedy provided in law or equity, including injunctive relief and the right to recover any damages it may have suffered by reason of such Default.

13. If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Service Order by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon

written notice to the other party, the affected provisions and/or requirements of this Service Order shall be suspended during the period of such disability. During such period, the non-disabled party may seek to have its needs, which would otherwise be met hereunder, met by others without liability to the disabled party hereunder. The disabled party shall make all reasonable efforts to remove such disability within thirty days of giving notice of such disability.

14. Contractor shall, unless the Order is otherwise exempt, comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors, including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 CFR Part 20), with women-owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Owner. Contract clauses required by the Government in such circumstances, and all rules and regulations (including, but not limited to, 41 CFR 60-1.4 (a)(1)-(7), 41 CFR 60-250.4 (a) - (m), and 41 CFR 60-741.1 (a)-(f)) promulgated under the specific acts cited, are incorporated into the Order by reference.

15. Contractor shall regard as confidential and proprietary all of the information communicated to it by Owner in connection with this Service Order or learned by it while performing services pursuant to this Service Order (which information shall at all times be the property of Owner). Contractor shall not, without Owner's prior written consent, at any time (a) use such information for any purpose other than in connection with the performance of its obligations under this Service Order or (b) disclose any portion of such information to third parties, excluding Contractor's agents or subcontractors which are directly performing services for Contractor in connection with this Service Order. Upon the expiration or earlier termination of this Agreement, or upon Owner's request, promptly to return to Owner all documents or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, and Contractor will certify that all such Information has been returned to Owner or disposed of in a manner approved by Owner.

16. This Order shall supersede any terms and conditions of Contractor regardless of their attachment hereto. In the event of any conflict, discrepancy and dispute between this Order and any Appendix thereto, the terms of this Order, inclusive of Exhibit A, shall govern. This Order shall be governed and construed by the substantive law of the state of Illinois as it applies to contracts made and to be performed wholly within such state without reference to the laws of conflict.

### **CONTINUING PURE FOOD GUARANTY**

1. In consideration of purchases from the seller ("Seller") by OSI Industries, LLC ("Buyer") and its affiliates of articles subject to the Federal Food, Drug, and Cosmetic Act of 1938, as amended, the article(s) comprising each shipment or other delivery hereafter made by Seller to or on the order of Buyer is guaranteed, as of the date of such shipment or delivery, to be, on such date,
  - (a) not adulterated or misbranded within the meaning of said Federal Act, as amended, including the Food Additives Amendment of 1958 to said Federal Act, to the extent said Federal Act is then effective and applicable;
  - (b) not an article which may not, under the provisions of Sections 404 or 505 of said Federal Act, be introduced into interstate commerce;
  - (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act; and
  - (d) where applicable, in compliance with the Federal Hazardous Substances Labeling Act.
2. This guaranty is executed by Seller subject to the condition that if an article is packed and shipped or delivered under a label designed or furnished by Buyer, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the statements contained on such label.
3. Unless a sales agreement between the parties provides otherwise, Seller agrees to hold harmless, indemnify and defend Buyer, its employees, directors, and officers from and against all loss, cost, damage and expense (including reasonable attorneys' fees) to the extent resulting from Seller's breach of its continuing guaranties provided in paragraph 1 above.
4. This guaranty supersedes and replaces any continuing pure food guaranty previously given by Seller to Buyer and shall continue in effect until written notice of revocation is provided by Seller.
5. Seller hereby warrants that it does not engage in human trafficking or slavery of any kind and is and shall remain in full compliance with The California Transparency in Supply Chains Act of 2010- SB 657 as may be amended from time to time, if applicable.

## Exhibit A

### Insurance Requirements

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1. Warehouse providers shall maintain the following insurance in amounts not less than those specified below:
  - a.) **Workers' Compensation Insurance.**
    - i. Coverage A: In amounts that are Statutory in accordance with the laws of the state with jurisdiction, including Voluntary Compensation and All States Endorsement.
    - ii. Coverage B: The workers' compensation policy should include Employer's Liability Coverage with limits not less than those listed below:

Each Accident: .....	\$1,000,000.
Disease-Policy Limit: .....	\$1,000,000.
Disease-Each Employee: .....	\$1,000,000.
  - b.) **Commercial General Liability Insurance.**
    - i. The policy limit to be not less than \$5,000,000 CSL (Combined Single Limit) per occurrence and \$5,000,000 in the aggregate.
    - ii. The above policy to include bodily injury and property damage, Blanket Contractual Liability per the ISO definition of "Insured Contract", Products and Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury.
  - c.) **Warehouse Legal Liability** to be provided with limits of at least \$1,000,000 per occurrence and to include coverage for temperature excursions.
  - e.) **Umbrella Liability.**
    - i. Provide Umbrella Liability limits of at least \$5 million per occurrence and in the aggregate. Coverage must cover in excess of the following policies:
      - a. Workers' Compensation - Employer's Liability
      - b. Commercial General Liability
      - c. Automobile Liability
      - d. Warehouse Legal Liability
  - f.) **Professional Liability/Errors & Omissions Insurance** to be maintained by Warehouse Operator with limits of at least \$1,000,000 per occurrence, \$3M in the aggregate. Coverage to include warehouse preparation activities.
2. All policies must provide a Waiver of Subrogation. The General Liability must provide additional insured coverage as follows: "The insurance afforded to the additional insured is primary insurance and noncontributory. If the additional insured has other insurance which is applicable the loss on an excess, contingent, or primary basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance" The additional insured is OSI Group, LLC, its affiliated and associated companies.
3. The insurer covering the named insured must carry an A. M. Best rating of not less than A VI. The client reserves the right to approve all insurers.
4. Certificates of Insurance evidencing these coverages should be sent to:

Risk Management Department  
OSI Group, LLC  
1225 Corporate Blvd.  
Aurora, IL 60505

END OF WAREHOUSE AND/OR REPACKING SERVICES VENDOR  
TERMS AND CONDITIONS.

# Supplier Code of Conduct

At OSI, we are committed to conducting business with the highest integrity each and every day. Integrity is the foundation on which our business success has been, and will continue to be, built. We view our Suppliers as critical participants in fulfilling our commitment, because their actions can reflect upon OSI, impacting its business, reputation and goodwill with customers.

Our Core Values define who we are, what we do, and how we do it and guide our actions and interactions each day. Accordingly, we choose to do business with Suppliers who demonstrate a strong commitment to continuous, ethical behavior. This Supplier Code of Conduct ("Code") sets forth the guiding principles and minimum standards that we expect and you agree, as our Suppliers, together with your suppliers, vendors, distributors, consultants, representatives, resellers, and importers of record chains (the "Supplier" or "Suppliers") to adhere to throughout the course of our business relationship and beyond.

The provisions of this Code are in addition to, and not in lieu of, the provisions of any legal agreement we may have with our Suppliers. We expect Suppliers to hold their supply chain, including their third-party labor agencies and their associated employees, agents, and/or subcontractors, to the same standards contained in this Code, at a minimum. This Code does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. OSI reserves the right to discontinue existing business relationships or decline future business opportunities with any Supplier that is found to be out of compliance with this Code or any applicable laws.



## Our Core Values

**ACT WITH INTEGRITY**

**PUT PEOPLE FIRST**

**STEWARD OUR RESOURCES FOR FUTURE**

**GENERATIONS**

**SEEK PARTNERING RELATIONSHIPS**

**STRIVE TO CONTINUOUSLY IMPROVE**

**EXPLORE INNOVATIVE SOLUTIONS**





## HUMAN RIGHTS

### UN DECLARATION OF HUMAN RIGHTS:

We expect our Suppliers to conduct their activities in a manner that respects human rights as set out in The United Nations Universal Declaration of Human Rights. In addition, Suppliers shall uphold the following labor practices:



- **VOLUNTARY LABOR:** Suppliers shall not use any form of slave, forced, bonded, or indentured labor. They shall not engage in or support human trafficking or exploitation, or import goods tainted by slavery or human trafficking. They shall not retain employees' government-issued identification, passports or work permits as a condition of employment.
- **CHILD/UNDERAGE LABOR:** Suppliers shall ensure that no child or underage labor has been used in the production or distribution of their goods or services. A child is any person under the local legal minimum age for work or completing required education. Unless a stricter standard is otherwise required by OSI, Suppliers shall not employ anyone under the age of 15 regardless of national and/or local laws or regulations.
- **RECRUITMENT:** Suppliers shall employ workers who are legally authorized to work in their location and facility and shall have internal controls validating employment eligibility of their workers in compliance with all applicable laws.
- **FREEDOM OF ASSOCIATION:** Suppliers shall respect the rights of workers to freely associate, as permitted by and in accordance with all applicable laws and regulations.
- **WORKING HOURS:** Unless a stricter standard is otherwise required by OSI – Suppliers shall comply with local legal regulations on working hours, overtime, public holidays and leave. In the absence of local laws, workers shall be allowed a minimum of one day off in seven, but may voluntarily work on their rest day, provided that they are allowed at least one day off within the next seven days. Continuous working days shall never exceed 21 days without a rest day. Any overtime worked shall be voluntary.
- **WAGES AND BENEFITS:** Suppliers shall ensure that their workers are paid lawful wages, including overtime, premium day, and benefits that meet or exceed the legal minimum standards or collective agreements, as applicable, whichever are higher. Equal pay shall be made for equal work without discrimination. There shall be no disciplinary deductions from pay except as provided under Suppliers' company policy.
- **ANTI-DISCRIMINATION AND FAIR TREATMENT:** Suppliers shall promote and maintain a diverse workplace free from discrimination and treat their employees with fairness, dignity and respect. No form of physical, sexual, psychological or verbal harassment or abuse shall be tolerated.

- **SECURITY STAFF:** Suppliers shall train their security staff regarding unlawful and prohibited activities. Security staff shall treat employees with dignity and respect.
- **LAND, WATER RIGHTS & FORCED EVICTION:** Suppliers shall respect the rights to water and sanitation for people who could potentially be affected by their activities, including their employees, contractors and neighboring communities. Suppliers shall seek to avoid any impacts to land, forest or water in areas where they operate and, if not feasible, adopt mitigation measures that reduce and/or remove the impact. Suppliers shall avoid forced evictions or resettlement of any acquired land for their operating activities.



## **SUSTAINABILITY**

OSI seeks to do business with Suppliers who share our commitment to sustainable business practices. Suppliers are expected to comply with all applicable sustainability laws and regulations and conduct business in a sustainable and responsible manner, striving for a net benefit for the environment wherever they operate, including, but not limited to, requirements under the regulations of the U.S. Environmental Protection Agency.

## **ENVIRONMENTAL PROTECTION**

- **OPERATION OF SUPPLIER'S FACILITIES:** Suppliers shall operate their facilities in compliance with all environmental laws, including the Restriction of Hazardous Substances (RoHS) Directive, the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) regulation, and laws/international treaties relating to: waste disposal; emissions; chemicals, mercury, discharges; resource & energy consumption, and hazardous & toxic material handling.
- **INPUTS AND COMPONENTS:** Suppliers must ensure that the goods that they manufacture (including the inputs and components that are incorporated into their goods) comply with all environmental laws and treaties. Suppliers must ensure that they will only use packaging materials that comply with all environmental laws and treaties.

## **ANIMAL WELFARE**

Suppliers shall use humane procedures and sound animal husbandry practices designed to prevent the mistreatment of animals used in OSI food products and to routinely verify their success through audits.

## PRODUCT SAFETY AND QUALITY

OSI believes, providing a safe and healthy work environment is of fundamental importance. Our Global Quality Expectations require that our employees are properly trained in order to ensure the highest product safety and quality. The health and safety of our Suppliers' employees must also be prioritized. Visitor Good Manufacturing Practices (including safety) and biosecurity procedures at every plant location must be reviewed and acknowledged prior to any on-site visit.



## WORKPLACE & ENVIRONMENT

Suppliers shall provide workers with a safe and healthy work environment and shall ensure that all workers receive communication and training on emergency planning and safe work practices. In addition, Suppliers shall have systems to prevent, detect and respond to potential risks to the safety, health and security of all employees. Accommodations provided for their workers shall offer adequate, safe and healthy conditions.

## BUSINESS INTEGRITY

- **COMPLIANCE WITH LAW:** Suppliers' business activities shall comply with all applicable laws, rules, and regulations (including, but not limited to the Federal Food, Drug, and Cosmetic Act of 1938, as amended and the Fair Packaging and Labeling Act, as amended) in the countries and jurisdictions in which they operate. This Code applies to activities in the locations where Suppliers' goods are produced, where any related services are performed, and where the goods enter the supply chain.
- **ANTI-BRIBERY & CONFLICT OF INTEREST:** Suppliers shall not engage in any form of bribery, kickbacks, corruption, extortion, embezzlement or other criminal activity. Suppliers shall not take any action that would violate, or cause OSI to violate, any applicable anti-bribery law or regulation, including the U.S. Foreign Corrupt Practices Act. Suppliers must remain free from the influence of actual or potential conflicts of interest; or, remain free from being in the appearance of a conflict of interest.
- **FAIR TRADE:** OSI rejects competitive advantages due to unfair business practices. As such, OSI does not tolerate any anti-competitive agreements and expects Suppliers to act in accordance with all applicable antitrust laws. Further, Suppliers shall act in accordance with all applicable import and export control regulations and comply with legal requirements for the prevention of money laundering.



- **AUDITS AND ASSESSMENTS:** OSI reserves the right to audit compliance with this Code. Audits may include facility inspections, employee interviews and a review of Supplier records and business practices. Such audits are conducted by OSI or an approved third party. If an audit identifies a violation of this Code, OSI expects that such violation will be promptly addressed and resolved to OSI's reasonable satisfaction. Depending on the severity of the violation, Supplier may be subject to remedial action, up to and including termination of the business relationship.
- **RISK MANAGEMENT:** Suppliers shall maintain at all times appropriate levels of insurance for any business conducted with OSI and shall provide evidence of the same upon reasonable request.
- **TAX LAW:** Suppliers are responsible for compliance with all applicable tax provisions under all applicable laws.
- **BEHAVIOR WITH EQUITY INVESTMENTS:** Suppliers shall act with integrity, diligence, respect, honesty and in good faith in their professional dealings, including, but not limited to equity investments.
- **BOOKS AND RECORDS:** Suppliers shall maintain accurate and transparent books, records and accounts to demonstrate compliance with applicable laws and regulations and this Code.
- **CONFIDENTIALITY, DATA PRIVACY AND SECURITY:** Suppliers shall safeguard all OSI information, including its proprietary and confidential information, by keeping it safe, protected, secure, by restricting access, and by never discussing or revealing any such information with any third party. The information of OSI's employees, customers, agents and business partners is all considered OSI information. These requirements also extend after the conclusion of a Supplier's business relationship with OSI. Any Supplier that becomes aware of an actual or possible unauthorized disclosure of information, including accidentally or unintentionally, must report it immediately to [osidataprivacy@osigroup.com](mailto:osidataprivacy@osigroup.com).
- **REPORTING REQUIREMENT:** OSI's grievance procedure allows individuals to report violations of human rights, environmental or ethical rights. Suppliers shall create and maintain internal programs for handling reports of potential or alleged violations of this Code, including anonymous reports (where legally permitted), and shall promptly notify OSI of any potential or alleged violation of this Code or any law or regulation pertaining to this Code. Notice of any potential or alleged violation shall be promptly provided to either the OSI Make It Right Hotline (<https://MakeItRightOSI.tnwreports.com>), or the OSI Legal Department ([legalresource@osigroup.com](mailto:legalresource@osigroup.com)) to facilitate an investigation if deemed necessary.
- **WHISTLEBLOWER PROTECTION:** Suppliers are responsible for prompt reporting (including to OSI, as applicable) of actual or suspected violations of law, this Code, or the Global Business Standards for OSI's employees. This includes violations by any employee or agent acting on behalf of either the Supplier or OSI. Such programs shall protect worker whistleblower confidentiality and prohibit retaliation.

THE ABOVE SUPPLIER CODE OF CONDUCT SHALL APPLY TO ALL VENDORS TO OSI.