

## Tree Top Supplier Terms

1. Buyer's Purchase Order contains the entirety of the terms of Buyer's offer, and acceptance hereof is expressly limited to and made conditional upon the exclusivity of said terms and conditions. Neither Buyer nor Seller shall be bound by any oral or written agreements not expressly included in this Purchase Order. When properly accepted by Seller, this Purchase Order shall constitute the entire agreement and understanding of the Parties. Any acceptance contained herein is expressly made conditional upon Seller's offer. No action, or failure to act, by Seller or Buyer shall constitute a waiver of any provision hereof. This Purchase Order may be amended or altered only in writing signed by authorized representatives of both Seller and Buyer expressly purporting to constitute an amendment to this Purchase Order.
2. Unless otherwise specified in this order, title to the items or products covered by this Purchase Order and all risk of loss or damage to such items or products shipped hereunder shall be with Seller, irrespective of f.o.b. or other delivery terms.
3. All items or products covered by this Purchase Order shall be suitably packed, marked, and shipped in accordance with the requirements of Buyer and common carriers; and when transportation costs are payable by Buyer, in a manner to secure the lowest transportation cost. No charge shall be made by Seller for packing, boxing, drayage, or storage unless otherwise stated herein.
4. All shipments are to follow the requirements listed below. Failure to do so may result in full or partial rejection of the shipment. Any changes or additions to current FDA guidelines must also be followed.
  - Appropriate temperature control during transport where required
  - Monitor and maintain sanitary condition of transportation vehicles, including pest control
  - Monitor and manage shipping to prevent cross contamination or hauling with hazardous materials
  - Perform and maintain proper tanker wash records where applicable
  - Ensure driver training and knowledge of food handling safety and security
  - Perform preventative maintenance to prevent leaks, door gaps, and condensation
  - Maintain good employee hygiene
  - Employ proper secure transport methods, including security seals of full loads and locks on LTL shipments
5. Seller warrants all goods sold pursuant hereto as to workmanship, materials, and design, and where applicable, as to conformance with drawings, specifications, samples, or other descriptions. Such Warranty shall be for a period of two years from date of shipment or, in the event of latent defects, two years from the date Buyer or its customers first became, or should have become, aware of the same. If in the judgment of the Buyer, goods delivered pursuant to

the Purchase Order are defective, in whole or in part, then Buyer may elect to treat this as either a partial or total breach of contract, and may avail itself of any and all remedies available to it therefore, including, but not limited to: cancellation of the Order, in whole or in part; rejections and return to Seller, at Seller's expense, of all or any portion of goods previously shipped, whether defective or not and whether previously accepted or not; and replacement of defective goods and repair thereof at Seller's expense. In any such event, Seller shall be liable to Buyer for the full amount of such damages as flow from Seller's breach of contract, and Seller shall not be entitled, in diminution of same, to show damages than might or would have ensued had Buyer selected other available alternatives.

6. Time is of the essence in execution of this Purchase Order. If a tender of conforming items or products is not made on or before the delivery date specified herein, such default shall constitute a breach by Seller, and Seller shall have no right to make a later conforming tender under any circumstances.

7. Fire, accidents, or strikes affecting the plants or other facilities of either party, war conditions, governmental acts or regulations, or other causes beyond the control and without the fault of the parties, rendering the Seller unable to deliver or the Buyer to receive the items or products ordered hereunder, shall excuse the delay and nonperformance directly resulting therefrom; provided that if any such cause continues for more than thirty days, the Buyer may at its option cancel this Purchase Order and all its obligations hereunder. Each party shall promptly notify the other of any such delay and the cause thereof.

8. Buyer at any time may terminate this Purchase Order for its own convenience in whole or in part by written notice. In any such event, Seller's sole remedy shall be limited to a recovery of Seller's reasonable direct costs and commitments properly incurred or made prior to notice of termination with due allowance for salvage value.

9. Buyer at any time may make changes in the quantities ordered or in the specifications or drawings relating to the items or products ordered hereunder or may change or amend any other term or condition of this Order, in which event an equitable adjustment in price or time of performance will be made mutually satisfactory to Buyer and Seller, but any claim by Seller for such adjustments must be made in writing and received by Buyer within ten days of the notification of each change. No claim for an adjustment in price will be valid unless such changes are specifically agreed to in writing by Buyer.

10. Seller will defend, indemnify, and save harmless Buyer and its customers from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent, or any trademark or copyright, and will defend, indemnify, and save harmless the Buyer and any of Buyer's customers against any claim, suit, or action which may be brought against the Buyer or any of its customers by reason of any such actual or alleged infringement resulting from the purchase, sale, or use of the goods sold pursuant to this Purchase Order.

11. In the event this Purchase Order covers any packaging, or edible raw or finished material, Seller guarantees, as of the date of shipment and delivery, that the articles comprising each shipment or other delivery hereafter made by or through Seller, to, or on the order of Buyer, are

on such date: (1) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and all amendments thereto, including but not limited to the Food Additive Amendment; (2) not articles which may not, under the provisions of Sections 404 or 505 of said Act, be introduced into Interstate commerce; and, (3) not adulterated or misbranded within the meaning of any pure food laws or ordinances (then in effect) of the state or city to which such article is shipped. Seller agrees to defend, indemnify, and hold harmless Buyer, and any customer of Buyer, from and against any and all claims, libels, suits, judgments, fines, penalties, actions and proceedings, including court costs and attorney's fees, brought by any lawful governmental authority against the articles. Seller also agrees to indemnify and save harmless Buyer and any customer of Buyer, for or on account of any alleged adulteration or misbranding referred to above, and any costs or losses incurred by Buyer resulting from Buyer's use or incorporation of any of the articles in products manufactured by Buyer.

12. Seller agrees to defend, indemnify, and hold harmless the Buyer and its customers from any and all claims, demands, damages, or other injuries to persons or property in any way arising out of or resulting from the storage, purchase, consumption, or use of goods covered by this Order.

13. In the event this Purchase Order covers the installation of machinery or equipment or the performance of any service at the premises of Buyer, Seller shall take all precautions necessary to prevent injury to persons and property and shall defend, indemnify, and hold harmless Buyer from and against all claims, demands, suits, loss, damage, judgments, and expense (including court costs and attorney's fees) which it may suffer, incur, or sustain, or for which it may be come liable, other than because of Buyer's sole negligence, on account of or because of injury to or death of any person or persons, including employees of Seller, or damage to or loss of property arising out of or caused directly or indirectly, in whole or in part, from any work or operations carried on by Seller or any of its subcontractors, their respective employees or agents, on the Buyer's premises or from the performance or nonperformance of any duty or obligation of Seller hereunder. Prior to Seller commencing any work on the premises of Buyer, Seller shall furnish Buyer with certificates evidencing the following insurance coverage which shall be procured and maintained by Seller at its cost and expense until final acceptance of the work by Buyer: Workmen's Compensation or Employer's Liability insurance (including Longshoreman's and Harbor Workers' coverage, if applicable); Public Liability insurance (bodily injury and property damage), including contractual Liability Insurance covering the indemnity provisions in this Purchase Order; and, Motor Vehicle Liability insurance (bodily injury and property damage), including owned, non-owned, and hired vehicle coverage. The liability insurance to be carried shall not be less than the following amounts: \$2,000,000 for an accident involving one person and \$10,000,000 for an accident involving more than one person. Property damage insurance in the amount of not less than \$5,000,000 shall be carried. The Buyer shall be included in such liability policies as an additional insured. All certificates shall provide that the company covering the loss shall not cancel or materially change such insurance policies without giving Buyer at least ten days written notice thereof.

14. No certificate given or inspection, test, or payment made on account of the Purchase Order shall be conclusive evidence of delivery and acceptance of the items of products furnished

hereunder, either wholly or in part, and shall not be considered as acceptance of defective items or products or of improper performance.

15. No assignment of this Purchase Order or of any moneys due or to become due hereunder shall become binding upon Buyer unless and until Buyer's written consent thereto is obtained.

16. Prices shown on this Purchase Order are exclusive of any and all sales taxes. If prices include any use, excise, or other taxes, fees, duties, or other governmental charges, they must be listed separately and individually on the invoices submitted for payment to Buyer. If Buyer subsequently shall be required to pay any such governmental charges relating to the production, sale, or transportation of goods ordered pursuant hereto, Seller shall reimburse Buyer therefor. If any tax, fee, or other governmental charge is included in said pricing with respect to which a refund is hereinafter made to Seller, the Seller immediately shall pay the Buyer the amount of such governmental refund.

17. Seller shall comply with all federal, state, and local laws, executive orders, and regulations. If required, Seller shall so certify when and in such form as Buyer may require, including, among other things, a certification that the items were produced in compliance with all applicable requirements of the Fair Labor Standards Act (specifically Sections 6, 7 and 12 thereof, and the regulations and orders issued under Section 14 thereof).

18. Seller warrants that Seller does not use any raw materials involved with human trafficking or slavery. Seller further warrants that Seller is in full compliance with all local and national laws concerning human trafficking and slavery.

19. If any molds, dies, tools, special fixtures, jigs, patterns, models, or the like, or any photographic negatives, or printing artwork or plates, or the like, should be furnished by Seller on behalf of Buyer in connection with the Purchase Order, then Seller shall have no right, property, or interest in same except to the extent necessary to perform under the work pursuant hereto, and shall account to Buyer for any and all such items and make such disposition thereof as Buyer shall direct.

20. If at any time Buyer shall reasonably determine that Seller is, or is about to become, insolvent or bankrupt, then Buyer, at its sole discretion, may forthwith cancel this Order by notifying Seller in writing.

21. This Agreement shall in all respects be governed by, construed and enforced in accordance with the laws of the State of Washington, applicable to contracts executed and to be wholly performed therein. The parties further specifically agree that any action or proceeding arising out of or in connection with this Agreement shall be venued in the State of Washington, Yakima County, or in the United States District Court for the Eastern District of Washington, and consent to the personal jurisdiction of each of said courts.