

TERMS AND CONDITIONS

1. **Acceptance.** Acceptance of this order must be without qualification and Henny Penny Corporation (hereinafter "Buyer") shall not be bound by any terms or conditions not appearing in this purchase order. Shipment of the material ordered shall constitute a waiver by Seller of all terms and conditions contained in any acceptance or other communications which are inconsistent with or impose obligations on Buyer in addition to the terms of this purchase order, which inconsistent or additional terms are hereby objected to and superseded by the terms of this order.
2. **Amendments.** No agreement or understanding to modify this purchase order shall be binding upon Buyer unless in writing and signed by Buyer's authorized agent. All specifications, formulas, drawings and data submitted to Seller in connection with this order are hereby incorporated by reference and made a part of this purchase order.
3. **Shipping.** Seller shall be responsible for safe packing, which must conform to the requirements of carrier's tariffs. All goods must be shipped in accordance with shipping instructions stated on the face of this purchase order. All goods must be delivered to Buyer at the location(s) specified not later than the Required Delivery date stated on the face of this purchase order; delivery time is of the essence of this order. Packaging materials and packing charges shall be paid by Seller unless this purchase order specifies otherwise.
4. **Inspections.** Items delivered under this order are subject to inspection and testing at Buyer's destination. All or any part of the items delivered under this purchase order may be held for or returned to Seller at his expense for storage, transportation and insurance, if found within a reasonable time from date of their opening to be defective or not in accordance with the order, including instructions, specifications, and/or Seller's express or implied warranties or representations. Acceptance of all or part of the items, use thereof and/or payment therefor or failure to notify Seller promptly shall not waive or diminish Buyer's right to cancel or return all or part of the items, or to recover damages, or to recover upon Seller's warranties.
5. **Subcontracting.** As to goods specifically manufactured, blended or assembled for Buyer, Seller shall not subcontract or assign its performance under this purchase order without Buyer's prior written consent.
6. **Warranty.** In accepting this order, Seller warrants that the items to be furnished hereunder are free from defect in materials, workmanship and fabrication and that all articles delivered are in full conformity with Buyer's specifications or Seller's samples. Except as to products manufactured according to specifications or formulas submitted by Buyer, Seller further warrants that all articles delivered do not infringe any United States patent and Seller will save Buyer harmless from any claim to the contrary. Seller agrees that these warranties shall survive acceptance, use and/or payment for the items. Said warranties shall be in addition to any express or implied warranties of additional scope given to Buyer by Seller.
7. **Price.** If no price is stated on this order, items must not be furnished at a price higher than last paid Seller by Buyer for comparable merchandise without prior notice and written acceptance by Buyer. Seller agrees that any price reduction as to the type of merchandise covered by this order made subsequent to the placement of this order but prior to shipment will apply to this order. Seller represents that the prices charged for items covered by this order are not in excess or less than prices permitted by any applicable state, federal and local laws or regulations. Unless this purchase order specified otherwise, all taxes on either the goods or this transaction, unless imposed on Buyer by law, shall be assumed by Seller.
8. **Invoices.** Invoices shall (a) be rendered for each delivery with a bill of lading or packing list attached for each separate delivery; (b) be dated no earlier than the date of actual shipment; (c) be postmarked on the date appearing on the invoice; (d) cover no more than one purchase order; and (3) state Buyer's purchase order number thereon. Any taxes, freight and duties shall be shown as separate items on invoices. Any discount period will be calculated from the date on which Seller will have complied with all requirements of this order with Buyer having accepted the goods and Buyer has received an invoice in good order.

9. **Changes.** Buyer shall have the right by written order to make changes from time to time in the work to be performed or the materials to be furnished by the Seller or delivery schedules. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an equitable adjustment shall be made and the order shall be modified accordingly. Any claim for adjustment must be asserted in writing within ten days of the date the change is ordered or it shall be waived.
10. **Title to Drawings & Dies.** Buyer shall at all items have title to all drawings, formulas and specifications furnished to Seller and intended for use in connection with this purchase order and to all dies, molds and templates intended for use in connection with this order and for which a charge is made to Buyer. Seller shall use all such drawings, formulas, specifications, dies, molds and templates only in connection with this purchase order, and shall not disclose such drawings, formulas, specifications, dies, molds and templates to any person, firm or corporation other than Buyer's or Seller's employees, authorized subcontractors or government inspectors on a need to know basis. All information relating to this order or concerning Buyer which is not generally available to the public acquired in the course of Seller's dealings with Buyer shall be considered confidential and shall not be disclosed to other parties without Buyer's prior written consent. Seller shall, upon Buyer's request, promptly return all drawings, formulas, specifications, dies, molds and templates to Buyer.
11. **Default, Bankruptcy, Cancellations.** Whenever Seller shall default in performance or shall so fail to make progress in the work as to endanger its performance or shall breach any of its warranties, Buyer, upon sending written or electronic notice to Seller, may elect to (a) immediately cancel this order in whole or part, (b) specify a date on which this order shall be cancelled if the default has not been cured, (c) withhold payment of any or all amounts due Seller for any reason until the default is cured, or (d) secure alternative goods or performance under this purchase order and hold Seller accountable for any damages or additional costs incurred by Buyer. In the event any proceeding, on a voluntary or involuntary basis, in bankruptcy or insolvency is commenced as to Seller or in the event of the appointment with or without Seller's consent of any assignee for the benefit of creditors, either general or special, or of a receiver or trustee, then Buyer may, at its option, cancel this order and hold Seller accountable for any damages or additional costs incurred by Buyer. Any amount otherwise due under this order may be applied by Buyer to any liability or indebtedness of Seller to Buyer or any subsidiary or affiliate of Buyer, whether or not such liability or indebtedness is related to this purchase order.
12. **Cancellation for Any Reason.** In addition to cancellation of this order under the preceding paragraph, Buyer may at any time terminate all or any part of undelivered quantities under this order. As to standard manufactured items, Buyer's only obligation upon termination shall be to pay for goods shipped prior to receipt by Seller of notice of termination. As to goods specially manufactured, blended, or assembled for Buyer, Seller shall pay actual costs reasonably incurred by Seller (exclusive of profit) prior to notice of termination though not in excess of the aggregate price specified in this order.
13. **Compliance with Laws.** Seller represents that it has complied and will continue during the performance of this order to comply with the provisions of all federal, state and local laws and regulations from which liability may accrue to Buyer for any violation thereof. By acceptance of this order, Seller certifies compliance with the Fair Labor Standards Act of 1938, as amended, in the performance of this order.