

PURCHASE ORDER - GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDER** – Seller's (a) execution of this Order or any release or revision related hereto issued by Buyer (collectively "Order"), (b) commencement of work on the goods, materials and/or services to be purchased hereunder ("G&S"), (c) shipment of the goods covered hereunder, or (d) failure to raise any issues with this Order within 48 hours of receipt, whichever occurs first, shall be deemed Seller's acceptance of this Order. SELLER'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER OR ANY ATTEMPT BY SELLER TO VARY THE TERMS HEREOF.

2. **COMPLETION** – Time is of the essence for this Order. If the G&S are not delivered by the date, if any, stated in this Order, Buyer may, without Liability (defined hereafter) and in addition to its other rights: (a) terminate or reschedule this Order by notifying Seller, which notice shall be effective upon receipt as to goods and materials not yet shipped and/or services not yet rendered; and/or (b) buy substitute G&S elsewhere and charge Seller for increased costs (cover damages) incurred to purchase such substitute G&S.

3. **SHIPMENT / RISK OF LOSS / RECORDS** – Seller shall prepare and pack for shipment all goods in accordance with good commercial practices. Buyer will not pay charges for packing, crating, shipping or delivery, unless otherwise stated herein. If Seller must ship in a more expensive manner than specified herein to comply with Buyer's required delivery date, Seller shall pay all increased costs, unless Buyer solely causes the necessity for and agrees to pay the increased costs. Seller shall be responsible and bear the risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point and accepted by Buyer, regardless of the point of inspection or transfer of title, unless Buyer is picking up the freight. Seller shall maintain manufacturing and shipment records for at least 2 years from the date of Seller's shipment and Buyer shall have access to such records upon reasonable prior notice.

4. **WARRANTIES / COMPLIANCE WITH LAWS** – Seller hereby covenants, warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer's products, that all G&S shall: (a) conform to the terms of this Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to or adopted by Buyer; (b) be free from defects in materials and workmanship; (c) be merchantable, safe and appropriate for the purpose for which G&S of this kind are normally used; (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled; (e) be fit for the particular purpose for which Buyer intends to use the G&S; (f) not infringe the rights, including intellectual property and other proprietary rights, of any third parties; and (g) with respect to services, be performed diligently in a good and workmanlike manner by qualified personnel to the highest professional standards. In addition, Seller shall comply with, and the G&S shall comply with and/or be provided and performed in compliance with, all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements and procedures enacted, adopted, applied, enforced or followed by any governmental or quasi-governmental authority with jurisdiction over the subject entity ("Laws"), including obtaining necessary permits for the G&S, in connection with this Order. Seller further covenants, warrants and represents that: (h) no liens, encumbrances, security interests, or other third-party Claims shall attach or apply to any property owned or leased by Buyer in relation to Seller's performance hereunder; (i) Seller has all right, title and interest in the G&S to grant to Buyer the rights and licenses contained herein; (j) Buyer shall receive clear and unencumbered title to any G&S under this Order; (k) Seller has obtained any and all necessary consents, approvals, authorizations, permits, and licenses from any third parties for Seller to manufacture or otherwise supply the G&S to Buyer; and (l) execution of this Order and the performance of its obligations under this Order does not and will not breach or conflict with any agreement, pledge, or contract to which Seller is already a party. Seller shall provide a Certificate of Analysis (COA) for all goods purchased by Buyer and Seller shall comply with all requirements of Buyer's Supplier Quality Expectations Manual and Code of Conduct for Suppliers, as amended by Buyer from time to time. In addition to the warranties herein, for any article contained in shipments or other deliveries of G&S under this Order that constitute food or ingredients, Seller further covenants, warrants, represents, and guarantees, as of the date of delivery to Buyer, that all such food and ingredient products: (m) are unadulterated and safe for human consumption; (n) are free of any contact with or any cross-contamination from any undeclared allergen; (o) that throughout the manufacturing/production/harvesting process of these products, Seller complied with all applicable Laws, including but not limited to the Federal Food Drug & Cosmetic Act, the Food Safety Modernization Act, Good Manufacturing Practices, and any applicable Food & Drug Administration guidelines and regulations, regardless of any applicable exemption, and that the final products comply with the same; (p) that all facilities in which these products are processed, harvested, stored, manufactured, and shipped are properly and currently registered with the FDA pursuant to the Bioterrorism Act of 2002; (q) such products are not adulterated or misbranded in the meaning of the Federal Food, Drug, and Cosmetic Act and not an Article which may not, under the provisions of Section 404, 505, or 512 of such act be introduced into Interstate Commerce; and (r) that inspection, testing, acceptance, or use of the products furnished under this Order will not affect Seller's obligations under the representations, warranties, and guarantees set forth herein, and said guarantees will survive inspection, testing, acceptance, and use of the products. If Seller is not the manufacturer of a good, then Seller: (s) shall secure the warranties and remedies set forth herein directly from the manufacturer; (t) hereby assigns such warranties and remedies to Buyer effective upon delivery of the applicable goods; and (u) upon Buyer's request, shall serve as Buyer's agent for purposes of administering the warranties and remedies provided by the manufacturer and otherwise assist Buyer in obtaining warranty service from the manufacturer. In providing G&S to Buyer, Seller shall not use or provide any materials or substances that are regulated under Laws as hazardous or restricted without Buyer's prior written consent. Buyer desires to comply with all anti-corruption Laws, including the United States Foreign Corrupt Practices Act, which among other things, makes it unlawful to directly or indirectly pay or offer to pay anything of value to foreign government officials or employees or political parties or candidates in order to obtain or retain business or to secure an improper commercial advantage. Seller covenants that it will not take or permit any action that will either constitute a violation under, or cause Buyer or its Related Parties to be in violation of, any anti-corruption Laws. Supplier immediately shall notify Buyer of any potential, alleged or actual violations of any Laws.

5. **BUYER'S RIGHTS** – Buyer shall have a reasonable opportunity to inspect and test all G&S before they are accepted or payment therefor becomes due. Buyer's inspection, testing, payment or use of the G&S shall not constitute acceptance thereof and shall not affect Seller's obligations and warranties set forth herein, which shall survive Buyer's inspection, testing, acceptance and/or use. Nothing contained herein shall relieve Seller in any way from its obligations to test, inspect and control the quality of the G&S. Buyer may reject or revoke acceptance of any G&S that are, in Buyer's judgment, defective and/or do not conform to the terms of this Order ("non-conforming G&S") at any time. In addition to any other rights available to Buyer, upon Buyer's rejection or revocation of acceptance of G&S or Seller's failure to meet the terms of this Order in whole or in part, Buyer shall, in its sole discretion, direct Seller to, at Seller's sole cost and expense, (a) refund to Buyer the price of such G&S as well as any costs incurred by Buyer in relation thereto; (b) upon a written replacement order from Buyer, replace or correct any such G&S at no additional cost to Buyer within seven (7) days of Buyer's demand; or (c) credit Buyer's account with an amount equal to the amount paid for such G&S, as well as any costs incurred by Buyer in relation thereto. Buyer may also choose to replace any non-conforming G&S from any other source, and Seller will reimburse Buyer for any incremental costs incurred by Buyer (cover damages) to purchase such replacement G&S. In addition, Buyer may, at Seller's risk, return to Seller non-conforming goods and/or goods supplied in excess of quantities ordered and may charge Seller for all expenses related thereto. If Seller fails to take any of the corrective action described herein, Buyer, upon notice to Seller, may take such action and charge Seller for all costs incurred by Buyer in relation thereto. Buyer's consent as to the quantity of goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless specified otherwise, all G&S delivered hereunder shall not be in excess of the quantity ordered. If any goods are the subject of any order or requirement pursuant to any Laws requiring either Buyer or Seller to recall, replace, repair or otherwise take back all or any part of the G&S provided under this Order, or if Buyer or Seller reasonably determines that it is necessary to conduct a voluntary recall (in either case, a "Recall") prior to any such order or requirement, Seller shall be responsible for all Liabilities associated with the Recall, including transportation and/or destruction of the goods subject to the Recall and all costs of the recalled G&S. Seller shall fully cooperate with Buyer in its implementation of any Recall and shall provide all quality and production data reasonably requested by Buyer with respect to recalled goods within 24 hours of Buyer's request.

6. **PRICE / INVOICES / SET OFF / PURCHASE MONEY SECURITY INTEREST** – Seller warrants that the prices for the G&S are complete and not less favorable than those currently extended to Seller's other customers of similar account size for similar quantities of the same or similar G&S. If Seller offers better prices for the G&S to other customers of similar account size during the term of this Order, Seller will reduce Buyer's prices correspondingly. The price set forth in this Order is firm and is the total amount due from Buyer for the G&S, including duties, taxes or any other charges agreed upon by Buyer, subject to adjustment for any rebates or credits described herein. Buyer shall not be responsible for any amount above the total amount expressly stated in this Order. Without Buyer's prior written consent, Seller shall not add any charges. To the extent no price or prices are set forth herein, Seller's price shall be the lowest market price prevailing at time of either the quotation or shipment, whichever price is lower, and in no event may this Order be filled at prices higher than those last previously quoted or charged to Buyer without Buyer's written consent. Invoices shall be submitted to Buyer immediately upon shipment of the goods or performance of the services. Payment terms are as follows:

(a) If Seller accepts credit card payments, upon Buyer's receipt of an applicable, accurate invoice, Buyer will contact Seller within 2 business days and provide a credit card number to Seller to use to process payment of such invoice. Seller must pass through Buyer's purchase order number when processing such approved invoice for payment. If Buyer has a Claim against Seller resulting from this Order or any other transaction, Buyer may deduct or set off such disputed amounts from Seller's invoice and only authorize payment for the undisputed amounts; or

(b) if Seller does not accept credit card payments and unless otherwise agreed, payment terms for all undisputed amounts shall be net 20 days from the date of Buyer's receipt of the applicable, accurate invoice. If Buyer has a Claim against Seller resulting from this Order or any other transaction, Buyer may deduct or set off such disputed amounts from Seller's invoice and only authorize payment for the undisputed amounts.

As it relates to the interpretation and application of this Section, invoice receipt shall be deemed not to occur prior to Buyer's receipt of the applicable G&S. If an invoice arrives prior to Buyer's receipt of the applicable G&S, Buyer's payment period shall not begin until Buyer's receipt of the applicable G&S.

To the extent that Buyer pays all or a portion of the price for goods prior to Seller's delivery, Seller hereby grants to Buyer a purchase money security interest in such goods. Seller authorizes Buyer to file, and shall provide Buyer reasonable assistance in the filing of, Uniform Commercial Code financing statements, continuation statements, and such other documents as Buyer deems desirable or necessary to perfect, maintain, and protect the security interest granted to Buyer herein.

7. **CHANGES** – Buyer may, at any time prior to delivery, change the specifications for the G&S and delivery thereof. Seller will accept any changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly. Seller shall inform Buyer in advance of any material change, intentional or otherwise, to the G&S, including changes in composition, quality specifications, manufacturing processes, labeling, functionality, safety, manufacturing locations, and any suppliers or subcontractors. Upon notice of any change, Buyer may cancel this Order. Any revisions to this Order, price or otherwise, must be in writing and approved by Buyer.

8. **INDEMNIFICATION** – Seller shall, and Seller shall cause its parents and affiliates to, defend, indemnify and hold Buyer and its Related Parties harmless from and against any and all Liabilities based on a Claim based on, arising from or in connection with: (a) the breach of any covenant, representation, warranty or obligation contained in this Order by Seller; (b) the negligence or willful misconduct of Seller or any of its Related Parties; (c) the alleged infringement or misappropriation by the G&S of any patent, copyright, trademark, trade dress, trade secret or other intellectual property or proprietary right; or (d) alleged unfair competition resulting from similarity in design, trademark or appearance of the G&S. "Claim" means any claim, dispute, controversy, demand, allegation, suit, action or proceeding. "Liabilities" means any and all losses, damages, judgments, obligations, costs, assessments, deficiencies, expenses (including court costs and attorneys' fees), physical damage to tangible personal property, bodily injuries, death and any other liabilities. "Related Party(ies)" means any parent, owner, director, officer, partner, affiliate, joint venturer, authorized agent or representative, assignee, subsidiary, consultant, contractor, subcontractor or hired or leased employee or worker of the subject entity. The foregoing indemnification obligations shall not apply to the extent the Claim is due to or arises from the gross negligence or willful misconduct of Buyer. Seller hereby assumes all responsibility and Liability for any and all damage, loss or injury of any kind or nature whatsoever to persons or property caused by or resulting from the performance of the G&S. If any Claim is brought or threatened against Buyer under the terms hereof, at Seller's expense, Seller shall, upon notice from Buyer, promptly assume the defense thereof and pay any and all Liabilities incurred by or obtained against Buyer. Buyer may be represented by and participate through its own counsel with respect to any Claim.

9. **INSURANCE** – During the term of this Order, Seller shall, at its sole cost, have in effect and keep in force, insurance coverage which is primary and non-contributory as to any insurance maintained by Buyer, with insurance companies maintaining an A.M. Best rating of A- or better. Upon request, Seller will furnish certificates of insurance to Buyer. Lamb Weston Holdings, Inc. and its subsidiaries and affiliates shall be named as an additional insured on all such policies, except the worker's compensation and employer's liability policies. All insurance shall also include waiver of subrogation provisions in favor of Buyer. The minimum insurance coverage to be maintained by Seller shall be as follows: (a) commercial general liability insurance, including products and completed operations, broad form contractual and advertising liability coverage, providing bodily injury and property damage coverage on an occurrence form, affording minimum single limit protection of no less than *One Million Dollars* (\$1,000,000) per occurrence and with deductibles no greater than *One Hundred Thousand Dollars* (\$100,000) per occurrence; (b) commercial automobile liability insurance to cover all owned, non-owned and hired vehicles in the amount of at least *One Million Dollars* (\$1,000,000) per occurrence; (c) worker's compensation insurance in accordance with the legal requirements of the state where Seller conducts its operations as well as employer's liability insurance in the amount of at least *Five Hundred Thousand Dollars* (\$500,000) per occurrence; (d) excess or umbrella liability insurance with limits of at least *Five Million Dollars* (\$5,000,000) per occurrence in excess of the limits afforded for general liability, automobile liability and employer's liability provided above; and (e) professional liability insurance with limits of at least *One Million Dollars* (\$1,000,000) per claim for economic damages sustained by Buyer and due to errors and omissions arising out of performance of professional services to Buyer. All such certificates and policies shall include a provision whereby Buyer will be given 30 days' advance notice of the insurer's intention to cancel or materially alter such policies.

10. **CONFIDENTIALITY / PUBLICITY** – Seller shall, and Seller shall cause its Related Parties to, treat as Buyer's "Confidential Information" all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase G&S from Seller, and all other non-public information relating to this Order. Without Buyer's prior written consent, Seller shall not (a) disclose any Confidential Information to any other person or entity; (b) use Confidential Information for any purpose other than as reasonably necessary to perform its obligations under this Order; (c) announce, publicize or discuss with third parties the subject matter of this Order; (d) include Buyer's name, service marks or trademarks in any marketing materials; or (e) disclose that Buyer is Seller's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity of the applicable G&S.

11. **TERMINATION FOR CONVENIENCE** – Upon notice to Seller, Buyer may terminate this Order or any part hereof, at any time prior to any delivery hereunder, solely for its convenience, and in such case Buyer will only pay Seller an amount equal to a percentage of the Order price reflecting the amount of work performed or goods delivered prior to Seller's receipt of Buyer's notice. Buyer shall not pay Seller for work performed after Seller's receipt of the notice of termination, nor for any costs that Seller could have reasonably avoided. Upon receipt of Buyer's notice, Seller shall immediately stop and cause all suppliers and subcontractors to stop all performance hereunder.

12. **TERMINATION FOR CAUSE** – In addition to Buyer's other rights and without Liability, upon notice to Seller, Buyer may terminate this Order, or any part hereof, for cause in the event of any default by Seller of the terms or conditions of this Order, including no delivery, late delivery, delivery of nonconforming or defective goods, and/or Seller's failure to provide Buyer, upon request, with reasonable assurances of performance. Buyer may also terminate for cause hereunder if Seller fails any quality requirements, including audits and inspections by Buyer, a third party or the government or any governmental agency or authority. Buyer may also terminate for cause hereunder if Seller becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or seeks protection from creditors under Laws. Upon receipt of Buyer's notice, Seller shall immediately stop and cause all suppliers and subcontractors to stop all performance hereunder.

13. **LIMITATION OF LIABILITY / STATUTE OF LIMITATIONS** – BUYER SHALL NOT BE LIABLE FOR ANTICIPATED PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND. BUYER'S LIABILITY FOR ANY CLAIM ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS ORDER OR FROM PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE G&S OR UNIT THEREOF GIVING RISE TO THE CLAIM. SELLER MUST COMMENCE ANY ACTION AGAINST BUYER ARISING FROM THIS ORDER WITHIN ONE YEAR FROM DATE THE CAUSE OF ACTION ACCRUES.

14. **GOVERNING LAW** - This Order shall be interpreted, construed, and governed by the Laws of the State of Idaho, other than such Laws that would result in the application of the Laws of a jurisdiction other than the State of Idaho. Any legal action brought under or in connection with the subject matter of this Order shall be brought only in the state or federal courts residing in Ada County, Idaho. Buyer and Seller both (a) submit to the exclusive jurisdiction of these courts; (b) agree not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum; (c) waive any objection to the laying of the venue in such courts; and (d) agree not to plead or claim in such courts that any such action has been brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If either Party brings any type of enforcement action in connection with this Agreement, then the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs of enforcement.

15. **GENERAL CONDITIONS** – Neither this Order nor any rights or obligations under this Order may be assigned, delegated, or otherwise transferred by Seller, directly or indirectly, in whole or in part, whether voluntarily or by operation of Laws (including due to a change of control of Seller), without the prior written consent of Buyer, and any such occurrence shall be voidable by Buyer upon notice to Seller. Except as provided in the foregoing sentence, this Order shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and assigns. No provisions of this Order will be waived or deemed waived by any party except in writing, regardless of prior waivers or course of performance. No waiver by a party of a breach of any provision of this Order shall operate or be construed as a waiver of any subsequent breach of such provision, or any other provision or condition of this Order. If any provision of this Order is held by an enforcement authority with jurisdiction over the parties to be unenforceable, unreasonable or overbroad, then (a) the parties desire that such enforcement authority enforce such provision to the maximum extent it is deemed to be reasonable and not overbroad; (b) the parties desire that such enforcement authority modify such provision so that it is enforceable as nearly as possible to the intent of the original provision; (c) thereafter the parties shall cooperate in good faith to amend such provision so that it is enforceable and meets the intent of the original provision as nearly as possible; and (d) the remainder of this Order shall be unaffected and shall continue in full force. Those obligations or responsibilities contained in this Order which are continuing in nature shall survive the expiration or termination of this Order. Unless specifically provided otherwise in this Order, all notices, amendments, modifications, agreements, consents, approvals, authorizations or other communications required or permitted by this Order shall be in writing. The party sending a communication shall have the burden of proving receipt or rejection. Rejected notices shall be deemed delivered.

16. ENTIRE AGREEMENT – Except as provided herein or as otherwise agreed upon by the parties in a separate, fully executed agreement relating to the subject matter hereof, this Order and any documents referenced herein constitute the entire agreement between the parties regarding the G&S and replace any contemporaneous oral or written communications between the parties related hereto. This Order may not be modified by any document issued by Seller or by the parties' course of dealing or performance, custom or usage but only by a writing signed by both parties. In the case of a conflict with this Order, the terms of such full signed writing will prevail. In the event of a conflict between the terms of this Order and Buyer's manually populated terms accompanying this Order, Buyer's manually populated terms will govern.

17. FORCE MAJEURE – Buyer shall not be considered to be in default in the performance of its obligations under this Order, to the extent and for the period of time that performance of any such obligation is prevented, interrupted, or delayed by fire, flood, earthquake or other natural disaster, raw material shortage, war or other cause, which is beyond the reasonable control of Buyer; provided, however, if performance of any obligation is so prevented, interrupted, or delayed for a period in excess of 30 days, Buyer, may, at its option, cancel this Order upon notice to Seller and Buyer shall pay Seller for any G&S properly performed and/or accepted by Buyer prior to the date of such termination.

18. SUPPLIES AND EQUIPMENT – All materials, supplies, or equipment furnished or paid for by Buyer in connection with this Order shall remain Buyer's property (title shall not transfer to Seller), shall be maintained by Seller in good condition, shall be used by Seller only for Buyer, and shall be returned to Buyer or otherwise disposed of as directed by Buyer upon completion of this Order.

19. SELLER'S RISK – Seller agrees that it and its Related Parties are performing services as independent contractors and not as Buyer's employees, regardless of where they perform services. Seller shall be fully responsible for its Related Parties, including compliance with all Laws regarding compensation and taxes relating thereto. Seller shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any goods or materials before final completion and acceptance, repair and replace the goods or materials so injured, damaged and destroyed, at Seller's expense and to Buyer's satisfaction. When materials or equipment are furnished by others for Seller's use, Seller shall receive, unload, store, handle, and be responsible therefor as though such materials or equipment were being furnished by Seller hereunder. To the extent Seller is performing hereunder at Buyer's premises, Seller and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents. Buyer shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Seller or any of its subcontractors, notwithstanding Buyer's ownership, provision or loan of such equipment to Seller or to any of its subcontractors.

20. EQUAL EMPLOYMENT OPPORTUNITY / NON-DISCRIMINATION – Buyer is an equal opportunity employer. Seller will not discriminate against any employee or applicant for employment in violation of Laws, including on a basis of race, color, religion, national origin, ancestry, age, disability, protected veteran status, sex, sexual orientation, gender identity, genetic information, or any other protected status covered by Laws ("Personal Status"). To the extent required by Laws, Seller shall take affirmative actions to employ and advance in employment individuals without regard to Personal Status. Seller warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders, including record keeping requirements.

21. UTILIZATION OF DIVERSE BUSINESS CONCERNS – In accordance with Seller procurement policies and Laws, Seller agrees to actively seek out and provide the maximum practicable opportunities for diverse businesses to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this Order and Seller's business. Buyer may request subcontracting plans and quarterly reports on diverse business utilization.