



Oakfield Farms Solutions, LLC.

PURCHASE ORDER TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF PURCHASE: Terms and conditions set forth below, the written information contained in this Purchase Order ("Purchase Order" or "Order"), and all attachments and exhibits attached hereto shall apply to the purchase of the products and/or services described in this Order and are incorporated herein and made a part of this Order. This Order constitutes the entire agreement between Buyer, Oakfield Farms Solutions, LLC. ("Oakfield Farms Solutions " or "Buyer") and Seller ("Seller") with respect to the purchase of products and/or services described herein and replaces all prior and contemporaneous agreements, representations and/or understandings whether oral or written, which may have related to the subject matter in any way. If there are any discrepancies between information in the attachments (if any), and statements made in this Order, the terms of such attachments shall not prevail over inconsistent terms herein unless so acknowledged in writing by Buyer. This Order includes as part of its terms the specifications provided by Buyer for goods or services whether provided with, prior to, or after this Order, but prior to shipment of the Order.

2. ACCEPTANCE OF PURCHASE ORDER: Seller's acknowledgement of this Order or commencement of performance hereunder constitutes Seller's acceptance of the terms and conditions herein. Acceptance by Seller of the Order is expressly limited to the terms hereof to the exclusion of all other or additional terms. Acceptance of the products or services delivered under this Order shall not constitute acceptance of Seller's terms and conditions. Acceptance of this Order is expressly limited to the terms and conditions of this Order and shall not be modified, supplemented or altered (including by prior course of performance or dealings) except in writing stating that the writing is a modification or supplement of this Order and signed by an authorized representative of Buyer. Seller must furnish the entire quantity ordered hereunder. Seller shall not vary the quantity unless an authorized representative of Buyer prior to shipment agrees to accept a different quantity. If the Order does not provide otherwise, tolerances for quantity variations will be permitted in accordance with the specific industry accepted practices. Reference in this Order to Seller's proposal or quotation is only to describe the goods or services covered and does not constitute an acceptance of any terms therein. Seller's written or electronic confirmation of this Order or the shipment of the goods or performance of the services shall constitute acceptance of this Order. Notwithstanding prior inspection or payment, if the goods are nonconforming, defective, of inferior quality, not in accordance with specifications (e.g., quantity, temperature, labeling), or fail to meet any warranty hereunder, Buyer may reject such goods. Goods rejected may be returned to Seller, or held by Buyer, at Seller's risk and expense.

3. DELIVERY: If delivery of goods is not complete by the time specified (time is of the essence) or if Seller breaches any terms hereof including, without limitation, Seller's warranties, Buyer reserves the right (in addition to other rights and remedies) to cancel without cost or penalty all or any part of the undelivered portion of this Order. Damage to goods not packed, marked, and shipped in accordance with requirements of Buyer or shipping instructions, and of common carriers are charged to Seller. Goods must be delivered at the delivery point specified in the Order. If goods are incorrectly delivered or kept at the incorrect temperature, Seller is responsible for any additional expense incurred in delivering them to their correct destination. Services shall be carried out at the location specified in the Order.

4.PAYMENT TERMS: Payments shall be net thirty (30) days, unless otherwise specified herein. Invoice price shall not exceed the price on the Order. In the case of a cash discount, the discount period shall be calculated from the later of the date the invoice is received by the Buyer or the date on which Buyer receives the goods. Unless otherwise shown on the face of this Order, the prices stated on the face of this Order include all federal, state, and local taxes, import duties, license fees, or other government charges, if any, applicable to this Order. Seller agrees that all taxes will be separately stated on invoices provided to Buyer. All goods purchased hereunder are subject to Buyer's final inspection, test, and approval after delivery to Buyer. Payments to Seller will be made via Automated Clearing House ("ACH").

5.CHANGES/CANCELLATION: Buyer may make changes at any time in the specifications relating to this Order by giving written notice to Seller. If Seller is unable to provide goods with the requested changes or if Buyer and Seller cannot agree on a mutually agreeable price for such changes, Buyer may cancel under the terms set forth herein, Buyer may cancel this Order prior to shipment in whole or in part at its convenience upon written notice without prejudice to other rights under Order.

6.ACCEPTANCE OF GOODS: No inspection or test made prior to final acceptance relieves Seller from responsibility for defects or other failure to meet the Order's requirements. Seller shall carefully inspect all goods prior to shipment. Buyer shall have the right to reject Seller's supplies of goods or services within a reasonable time of their delivery or completion and to cancel Order if goods or services do not conform with the terms and conditions of Order or applicable contract. Any payment made by Buyer shall not prejudice Buyer's right of rejection or any other right which Buyer may have. Failure or refusal to permit such inspections shall subject this Order to cancellation without liability to Buyer. Seller shall assume all responsibility for defective product(s) including, without limitation, the costs for collection and proper storage, return shipment, recall or withdrawal and destruction of the product, and the reasonable and unavoidable costs incurred by Buyer as a result of the recall or product withdrawal including, without limitation, re-packing of finished goods boxes which contained the recall/withdrawal product(s), labor, transportation, expedited shipping, and Buyer's customer(s) refunds.

7.PASSING OF PROPERTY AND RISK TO BUYER: Seller keeps title and risk in the goods until delivered at the point specified in the Order, transferred to Buyer's possession and accepted by Buyer, at which time title and risk in the goods shall transfer except as otherwise provided herein. Seller is liable for risk of loss or damage to goods until the goods have been delivered, transferred and accepted by Buyer irrespective of which party selects the shipper or pays for shipping.

8.FORCE MAJEURE: Neither party shall be liable under Order for its failure or delay in fulfilling its obligations if the failure or delay is the result of circumstances, which are beyond the party's reasonable control or of priorities or allocations caused by (but not limited to) fire, governmental authority, unusually severe weather, strikes or labor disturbances, lockout, public enemy, prohibitions, acts of the other party hereto, invasions, insurrections, riots, civil war or commotion, delays of a similar nature, military or usurped owner or acts of God ("Force Majeure"). Buyer shall have the option to cancel the Purchase Order upon such Force Majeure. Due diligence shall be used in curing such cause and in resuming performance. The increase in costs of goods to Seller shall not be a Force Majeure.

9.ASSIGNMENT AND SUB-CONTRACTING: Seller shall not assign or subcontract any of its rights, interests or obligations under Order without the prior written consent of Buyer. Notwithstanding Buyer's consent to any assignment or subcontract, Seller shall be responsible for all services and goods supplied by subcontractors and assignees.

10.WORK AREA: While on Buyer's premises, the Seller's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with Buyer's site, health, safety and security regulations and shall promptly report to Buyer any accidents in which they are involved.

11.GOVERNING LAW / DISPUTES: This Order, and any other document or instrument delivered pursuant hereto, and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of or relate to this Order, shall be construed under the laws of the State of Texas. Any dispute arising out of the interpretation, performance or consequences of this Agreement shall be first attempted to be settled by negotiation in good faith by the management representatives of the parties. If after thirty (30) days, they have failed to settle any dispute, the matter will be referred to a senior management representative of each party and the parties shall negotiate in good faith to reach a reasonable conclusion of the dispute in a timely fashion. If after thirty (30) days the senior management representatives of the parties have failed to resolve the dispute, the matter shall be settled under the American Arbitration Association ("AAA") rules of arbitration by a single arbitrator appointed by the AAA in accordance with AAA rules. The arbitration shall take place in Dallas, Texas. The award of the arbitrator may be entered and enforced in any court having competent jurisdiction. The arbitrator will have no power to award non-monetary or equitable relief of any sort. The arbitrator will also have no power to award damages inconsistent with the Limitations on Liability provisions set forth in this Agreement. Each party accepts and acknowledges that any demand for arbitration arising from or in connection with this Agreement must be issued within one year from the date the party became aware or should reasonably have become aware of the facts that give rise to

any alleged liability and in any event no later than two years after any such cause of action accrued. The parties waive their respective rights to a trial by jury with respect to any cause of action, claim or counterclaim in any action, proceeding or hearing. Each Party shall bear its own costs associated with arbitration and the fees for the arbitrator will be shared equally by the parties.

12.REMEDIES, SETOFFS AND WAIVERS: The remedies herein are cumulative and in addition to other remedies provided in law or equity except that IN NO EVENT, OTHER THAN AS SET OUT IN THESE TERMS AND CONDITIONS, WILL EITHER PARTY, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FINES OR PENALTIES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. Either party may waive performance of any condition and treat it as a warranty. No waiver of breach of any provision herein shall constitute a waiver of any other breach of such provision or of any other provision or of any provision under future Orders. Notwithstanding the foregoing limitations set forth above, damages may include value of lost profits associated with a product recall or withdrawal or loss of Buyer's customers resulting from Seller providing adulterated, misbranded or contaminated goods intended for human consumption or the packaging of goods intended for human consumption. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer.

13.CONFIDENTIALITY: This Order, including, without limitation, these terms and conditions, and all proprietary information or data furnished by disclosing party to receiving party in connection with the performance of this Order is the property of the disclosing party. Receiving party agrees that no information contained therein shall be disclosed to others (unless compelled by legal process) nor used for any other purpose other than in connection with this Order without the prior express written consent of the disclosing party. Receiving party will not use the disclosing party's information in any way to the detriment of disclosing party or use for its own account or the account of any third party any disclosing party information that is not authorized by this Agreement. Receiving party will protect the disclosing party's information in the same manner it uses to protect its own information, with such protection taken being not less than a reasonable standard of care. Such information or data are to be returned to

disclosing party promptly upon its written request. The obligations under this Section will survive the cancellation, termination or completion of this Order.

14.INSOLVENCY AND BANKRUPTCY: If Seller becomes insolvent or bankrupt, files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it, makes an arrangement with its creditors, has an administrative receiver or administrator appointed, or commences to be wound up (other than for the purpose of amalgamation or reconstruction), Buyer may, without prejudice to any other of his rights, terminate the Order by notice to either the Seller or any person in whom the Order may have become vested.

15.INDEMNITY AND INSURANCE: Seller shall indemnify, defend and hold Buyer, its affiliates, subsidiaries, parent corporations, officers, directors, agents, employees and consultants and each of them ("Indemnified Parties"), harmless from and against any and all claims, demands, suits, actions, expense, judgments, losses and liabilities, including fines, penalties, costs and reasonable attorneys', consultants', experts' fees, and the cost of all product recalls undertaken to protect public health and safety or product market withdrawal due to the product(s) being rendered unusable by Buyer's customer as a result of or arising from (i) acts or omissions of Seller, or agents, employees, or subcontractors of the Seller or that violate any terms of this Order, law, codes, ordinances, rules, citations, orders, regulations, standards, or statutes (ii) this Order, (iii) breach of Seller's obligation, (iv) delay, condition, use or operation of the goods purchased (whether such goods are in the same mode as when delivered or whether the goods are used in the manufacture of, or become part of, goods sold by Buyer to third parties); (v) infringements as a result of the use or purchase of goods from Seller; or (vi) Seller's breach of warranty provided herein or provided by law. Buyer has the right in litigation between Seller and third parties relating to this Order to be represented by legal counsel of its own choosing or monitored by its own counsel. Buyer shall give to the Seller prompt notice in writing of any claim being made or action

threatened or brought against Buyer and will permit the Seller, at Seller's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. Seller shall procure and maintain for the duration of the contract, at Seller's sole expense, for the duration of this Agreement and for at least two-years following the termination of this agreement or services, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Seller, his agents, representatives, employees or subcontractors. Seller is responsible for any deductible or self-insured retention contained within the insurance program. All coverage shall be written on an occurrence basis (with the exception of Professional Liability and Pollution Liability), underwritten by companies authorized to do business in the State in which Seller is operating, and currently rated A- VII or better by A.M. Best Company. The Seller is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types as follows: A. Workers' Compensation: Statutory Benefits (Coverage A) to the Statutory limits; Employer's Liability (Coverage B) with limits of \$500,000 each accident; \$500,000 disease policy limit; and \$500,000 disease each employee. The policy must be a statutory Workers' Compensation policy, not a health benefits policy and shall be endorsed to afford a waiver of subrogation in favor of Oakfield Farms Solutions, LLC.; B. Commercial General Liability: Aggregate \$2,000,000; Each occurrence \$1,000,000; Products/Completed Operations \$1,000,000; Personal/Advertising Injury \$1,000,000; Fire legal liability \$50,000; and Med Payments \$5,000. Limits must be a per-project aggregate. The policy shall include coverage for liabilities arising out of premises, property damage, operations, independent contractors, products and completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each

insured against whom a claim is made or suit is brought; C. Commercial Automobile Liability Per occurrence/Aggregate \$1,000,000; or Combined Single Limit \$1,000,000. Insurance shall cover

ANY AUTO or SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS. If your vehicles carry materials belonging to others in connection with this Order, Seller must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle. The policy will include coverage for property in transit and contamination of perishable goods (if applicable); D. Umbrella Per occurrence/Aggregate \$5,000,000. Umbrella coverage in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability and must "follow form" of underlying coverages; E. Seller's Pollution Liability Per occurrence/Aggregate \$1,000,000; F. Professional Liability/Errors & Omissions Per Claim and Aggregate \$1,000,000. Coverage for the rendering of or failure to render professional services, or caused by an error, omission or any negligent acts. Policy must have a retroactive date no later than the date of this agreement, be maintained during the entire term of the agreement and up to two (2) years after expiration of the agreement or completion of services if services survive expiration of the agreement; and G. Additional Endorsements / Requirements Seller shall maintain transportation insurance covering Oakfield Farms Solutions LLC., property or Goods while in transit by Seller or Seller's hired motor carrier including affiliates provided Services or Service Provider(s). All insurance maintained by Seller shall cover Seller and Seller's employees. Seller shall cause insurance maintained to include Oakfield Farms Solutions, LLC. as an Additional insured under the Commercial General Liability insurance, Auto Liability and Umbrella Liability. Required insurance shall be endorsed to provide thirty (30) days' written notice to Oakfield Farms Solutions, LLC. if cancelled or if any material changes that reduce the limits or coverage required in this section. Include a waiver of subrogation in favor of Oakfield Farms Solutions LLC pursuant to Workers'

Compensation. All insurance maintained by Seller shall be primary and non-contributory. Seller shall include coverage for all subcontractors used pursuant to this agreement. Seller's Tool Floater, covering Seller's equipment and tools. Certificates of Insurance: Seller shall submit required certificates of insurance as follows: Oakfield Farms Solutions, LLC, 130 Central Ave, Grapevine, TX 76051. Email: teresa.patterson@evertaste.us.com | Fax: (817) 416-7710.

16.WARRANTY: In addition to all warranties which may vest in Buyer pursuant to applicable provisions of the Uniform Commercial Code or otherwise by operation of law, Seller represents and warrants: (i) Seller has all license and permits required to sell the goods; (ii) all goods are fit for the purpose intended for Buyer's use, merchantable, of highest quality and workmanship, (iii) all goods are free from all latent and patent defects; and (iv) all goods are free of any liens, encumbrances, security interest, or other third party claims; (v) all work to be performed and all materials to be furnished are free from defects in workmanship materials and design for the period specified in this Order from the later of the date of acceptance, or the date of completion and use by Buyer; all materials supplied are new; and (vi) in the absence of a specification or sample, goods shall be supplied to normal industry standards. It is Seller's sole responsibility to insure all workmanship and materials rendered as part of the goods or services are fully compliant with applicable codes and regulations, including, without limitation, Port, City, County, State and Federal Requirements.

17.AUDIT: Buyer may inspect Seller's facilities to insure the goods under this Order and any future orders are produced, stored and maintained in a way that in Buyer's sole discretion satisfies Buyer's requirements. Buyer may take a reasonable number of samples of goods, supplies and materials including packaging. Failure or refusal to permit such inspections shall subject this Order to suspension or cancellation without liability to Buyer. Seller shall have an annual inspection (at its cost) conducted at each of its facilities that produce goods evaluating Seller's compliance with laws and regulations related to the production of food for human consumption. A copy of the auditing firm's result shall be sent to Buyer. Seller shall immediately notify Buyer by telephone of any situation that may result in the actual or need for any recall, withdrawal, seizure or destruction of any product.

18.RECALL: Seller shall have a recall program "Program." Seller's Program shall: a) include a provision that provides all bills of lading contain a SKU number and lot number; b) allow Seller to trace all products and packaging from the supplies, goods and materials comprising the product and packaging through shipping destination; and c) be in writing. Seller shall provide a copy of its Program to Buyer. Buyer has the right to have Seller on an annual basis conduct and pass, at Seller's expense, a mock recall of products.

19.LABELING, DISCLOSURE AND COMPLIANCE: Seller shall clearly label lot identification, keeping numbers of lots delivered to a minimum and clearly indicating split lots or unit loads. Seller shall maintain shipment records and manufacturing records for shipment to Buyer for at least two (2) years. Seller shall provide to Buyer any material safety data sheets applicable to goods under this Order. For all product ingredient changes, Seller will provide Buyer not less than sixty (60) days prior written notice before shipping a product containing a new or changed ingredient. All goods shall be handled, produced, packaged and shipped: in compliance with all food health and safety laws, rules and regulations and guidelines in effect at the location where the work is performed; under sanitary conditions fit for human consumption including without limitation any applicable Good Manufacturing Practices; and in accordance with the Buyer specifications. Seller shall have a formal Hazard Analysis and Critical Control Point ("HACCP") program conforming to 21 CFR Part 120 and with applicable laws and regulations. Seller shall provide (within forty-eight (48) hours of its receipt) to Buyer a current copy of HACCP Program and the results of all federal, state and local inspections conducted during the period from thirty (30) days before to thirty (30) days after the term of this Order relating to or affecting Seller facilities, or any equipment, process, materials, ingredients, and packaging, that relate to the goods. Seller shall notify Buyer immediately by telephone of the occurrence of any inspections or audits or any other information which indicates the presence of (i) any conditions in Seller's facilities that are or may be considered by health authorities as being indicative of unsanitary practices or public health concerns, or (ii) any harmful toxins, allergens or bacteria present in Seller facilities or in any raw materials or the products wherever located.

20. ANTI-BRIBERY: Seller represents, warrants and undertakes, as appropriate, that: (A) this Order and the relationship created hereby and the Seller's activities hereunder do not and will not violate any applicable laws related to bribery or corruption, including but not limited to the OECD convention on combating bribery of foreign public officials in international business transactions and all related and implementing legislation or put Buyer in breach of any such applicable laws; (B) in connection with the provision of the product or services, the Seller will comply with at all times throughout the period of this Order all applicable laws and the terms of this Order; and (C) neither the Seller nor, to the best of Seller's knowledge, any of the Seller's employees, subcontractors or agents, have made any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any public official or any other person to obtain any improper advantage or will make such offers in the future, whereas the aforementioned term of a public official includes, but is not limited to, any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing. If Buyer reasonably believes that Seller (including Seller's subcontractors) is in breach of its obligations under this Section, upon not less than ten (10) day's prior written notice to Seller, Buyer or Buyer's third party auditor, may conduct an audit of Seller's records, at Seller's premises and during Seller's normal business hours, to the extent reasonably necessary to determine whether a breach has occurred. Without prejudice to any other rights Buyer may have, Buyer shall be entitled to terminate this Order as well as any other contractual relationship the parties may have if Buyer gains knowledge or reasonably suspects that the Seller is in breach of its obligations under this Section.

21. CORPORATE SOCIAL RESPONSIBILITY: Seller undertakes to comply with the 10 principles of UN Global Compact and 4 fundamental principles of the International Labor Organization and Seller shall use its best efforts to ensure compliance from Seller's suppliers. If Buyer reasonably believes that Seller (including Seller's subcontractors) is in breach of its obligations under this Section, upon not less than ten (10) day's prior written notice to Seller, Buyer or Buyer's third party auditor, may conduct an audit of Seller's records related to this Section only, at Seller's premises and during Seller's normal business hours, to the extent reasonably necessary to determine whether a breach of this Section has occurred. Without prejudice to any other rights Buyer may have, Buyer shall be entitled to terminate this Order as well as any other contractual relationship the parties may have if Buyer gains knowledge or reasonably suspects that the Seller is in breach of its obligations under this Section.

22.MISCELLANEOUS: Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the addresses of the parties as set forth in this Order (or other addresses a party may designate by ten (10) days prior written notice). Also, writings submitted by electronic mail transmissions that are properly addressed and properly delivered are deemed to have been duly given. If any provision of this Order shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Order shall otherwise remain in full force and effect and any failure by a party to enforce a provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings herein are for convenience only and shall not be used to interpret or construe this Order. The relationship of Seller and Buyer is that of independent contractor. Seller shall not use Buyer's company name as a reference in sales, marketing materials, and presentations without the written consent of Buyer, which consent will not be unreasonably withheld. Seller shall sign and return a complete Quality Agreement to Buyer.