

## LACTALIS USA STANDARD TERMS AND CONDITIONS OF PURCHASE

These Standard Terms and Conditions of Purchase are incorporated into and made a part of the Purchase Order (“PO”) or the Service Order or other order (“Order”) by and between the entity identified as supplier, vendor, manufacturer, distributor, seller or other similar designation on the PO or Order (“Supplier”) and Lactalis Cheese and Dairy Holding, Inc. dba Lactalis USA (or the subsidiary or affiliate specified on the PO or Order) (“Lactalis”). The term “party” herein refers to either Lactalis or Supplier, and the term “parties” herein refers to both Lactalis and Supplier. The term “affiliate,” with respect to a party to a PO or Order, shall mean an entity or individual that directly or indirectly controls, is controlled by, or is under common control with, such party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract, or otherwise.

Lactalis agrees to purchase and Supplier agrees to sell the products, goods, materials, ingredients, parts, items, or equipment (“Products”) and/or perform the services (“Services”) specified on the PO or Order. Supplier accepts the PO or Order by informing Lactalis of its acceptance, beginning to perform under it, or otherwise taking any action that would constitute acceptance under applicable Laws.

**1. PO/Order Structure; Entire Agreement; Amendment.** The PO or Order consists of: these Standard Terms and Conditions of Purchase; the provisions on the cover page of the PO or Order containing the link to these Standard Terms and Conditions of Purchase (also referred to herein as the “face” of the PO or Order); any exhibits or attachments to such PO or Order; and any documents incorporated by reference herein or therein. The PO or Order constitutes the entire agreement between the parties with respect to the Products and Services ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements, with respect to the subject matter thereof. Lactalis rejects any and all additional, different, or inconsistent terms or conditions contained in or incorporated into any quotations, acknowledgements, invoices or any other business document or form (electronic or otherwise) that Supplier provides to solicit the PO or Order from Lactalis or sends in response to the PO or Order. No amendment, deletion, supplement or change to the PO or Order by Supplier will be binding unless in a written document signed by both Lactalis and Supplier. Notwithstanding the foregoing, if the PO or Order references an agreement in effect between Lactalis (or its subsidiary or affiliate) and Supplier, the terms of that agreement will apply with respect to the sale and purchase of Products and/or the performance of Services

under the PO or Order, and these Standard Terms and Conditions of Purchase will not apply.

**2. Prices and Payment.** Supplier will sell Products and/or Services to Lactalis at the price stated in the PO or Order, which Supplier agrees will not be higher than the price Supplier charges similar customers for similar volumes. The price includes all costs to be charged to Lactalis, unless Lactalis agrees in advance in writing to reimburse Supplier for specific out-of-pocket costs, in which case Supplier will list such costs on the invoice without mark-up after any discount or rebate and provide copies of original receipts if any such costs exceed US\$25, or otherwise upon Lactalis’ request.

Supplier will invoice Lactalis for Products only after Supplier has delivered them, and for Services only after Supplier has completely performed them. Each invoice must include information Lactalis reasonably requests.

Unless otherwise specified on the face of the PO or Order, payment terms are 90 days from the end of the month in which Lactalis receives acceptable Products and/or Services or a correct invoice, whichever is later, plus 7 days. Lactalis has no obligation to pay invoices Lactalis receives for Products or Services more than 6 months after they are delivered or performed. Lactalis may withhold disputed amounts under the PO or Order until the dispute is resolved, and Lactalis may offset any amounts Supplier or its affiliates owe Lactalis, regardless of dispute.

**3. Warranties, Representations, and Covenants.** Supplier represents and warrants that all Products and their packaging will: (a) strictly comply with Lactalis’ specifications (or Supplier specifications that Lactalis has approved if no Lactalis specifications are to be provided); (b) be of new material, good quality and workmanship, and free from defects; (c) not impart any unintended flavor, odor, or color to any Lactalis finished goods (whether from the Products delivered or their packaging); (d) be fit for the use intended by Lactalis (including fit for human consumption where such is intended); (e) conform to all samples approved by Lactalis; (f) be provided to Lactalis with good title, free and clear of any liens and encumbrances; (g) be produced at a facility approved in advance by Lactalis; (i) not, to Supplier’s knowledge, cause exposure to any chemical determined under the California Safe Drinking Water and Toxic Enforcement Act of 1986 and its regulations and amendments (commonly known as Prop 65) to cause cancer or reproductive toxicity; (j) not infringe, nor will Lactalis’ use of them infringe, the intellectual property rights of any third party; and (k) strictly comply with any other warranty, representation and/or covenant that Supplier has expressly extended to Lactalis regarding the Products or Services.

Supplier will comply with all applicable Lactalis Supplier Quality Expectations Manuals, security guidelines and other guidelines that Lactalis broadly requires its suppliers to meet, which are incorporated herein by reference (including ingredient-specific and external manufacturing requirements). Supplier acknowledges receiving the manuals and specifications, which are made a part of the PO or Order. Such manuals and specifications may be changed by Lactalis upon notice to Supplier, and Supplier must comply with any changed manuals and specifications within 30 days of receiving notice. Supplier will inform Lactalis immediately (and provide any relevant information and documentation) if Supplier learns of any potential quality, safety or labeling problem with Products or any potential violation of Supplier's obligations in the PO or Order.

Supplier represents and warrants Services provided under the PO or Order (a) will be performed diligently and in a professional and workmanlike manner in accordance with the provisions of the PO or Order, industry standards, and applicable specifications and (b) will not infringe, nor will Lactalis' use of them infringe, the intellectual property rights of any third party. Supplier will not create or permit any liens or third-party security interests affecting the Services or any deliverables provided in connection with the Services, Lactalis, or any materials or equipment Lactalis provides for the Services. Additionally, Supplier must comply with any and all of Lactalis' policies relating to the premises where Services are to be performed and must take all reasonable steps to ensure that Services are provided in a manner that does not restrict or prevent Lactalis from carrying on its business and that minimizes disruptions.

Supplier hereby assigns to Lactalis any warranties related to Products and/or Services, or if Supplier cannot assign them, Supplier agrees to make claims under them on Lactalis' behalf at the request of Lactalis. Supplier will ensure that its employees, contractors, subcontractors, and agents comply with the PO or Order and, when at a Lactalis premises, the safety and security requirements of Lactalis.

Nothing contained in any PO or Order shall be deemed a waiver or limitation of any representations, warranties, or guarantees implied by law. Any contrary terms and conditions or other attempts by Supplier to disclaim any express or implied warranties available under any applicable commercial code in effect in any state or any other warranties stated herein are null and void and of no force and effect whatsoever.

**4. Compliance with Law.** Supplier will comply with all laws, statutes, ordinances, orders, codes, regulations, rules, regulations, directives, and orders of any federal, state, local, municipal or foreign governmental entity or agency ("**Laws**") applicable to Supplier's performance of its obligations under the PO or Order, including, without limitation, the production, manufacturing, packaging, storage, shipment, and sale of the Products or the provision of Services.

Supplier represents and warrants that all foods (or substances provided for use in or for foods) comprising each shipment or other delivery made to (or on the order of) Lactalis will not, as of the date of such shipment and delivery: (i) be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act of 1938, as amended (the "**FFDCA**") and the U.S. Federal Fair Packaging and Labeling Act of 1966, as amended (together with the FFDCA, the "**Federal Acts**"), or any other food or drug Laws under which the adulteration and misbranding provisions are substantially the same as those found in the Federal Acts; or (ii) be or contain an article that may not be introduced into interstate commerce under the FFDCA. Upon the request of Lactalis, Supplier will sign pure food guarantees provided by Lactalis which are generally consistent with the FFDCA.

Supplier further represents and warrants that Supplier and its employees, officers, directors, contractors, subcontractors, agents, and other representatives will comply with all applicable anti-corruption Laws (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and the Canada Corruption of Foreign Public Officials Act) and Supplier further represents and warrants that neither Supplier, nor any of its employees, officers, directors, contractors, subcontractors, agents, or other representatives, have made any payments in connection with the PO or Order which could violate any applicable anti-corruption Laws.

Supplier expressly warrants that it is selling or furnishing the Products and/or Services in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations, and orders issued pursuant thereto, and all other federal and state occupational safety and health Laws, the provisions of which are substantially the same as those found in such Act or administered by any state pursuant to that Act. Supplier will furnish Lactalis with a Material Safety Data Sheet with each shipment, delivery, or provision of a hazardous chemical or hazardous material to Lactalis in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor and any and all state and local hazard communication, right-to-know, and similar and related Laws.

If standard practice of Supplier or requested by Lactalis, Supplier will certify, at the time of delivery or invoicing, that Products sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended to the date of certification, and all applicable United States Department of Labor rules, regulations, or guidelines thereunder.

**5. Materials and Other Resources.** Unless Lactalis provides Supplier with materials, equipment, or tooling in connection with the PO or Order, Supplier, at its sole cost and expense, will obtain all necessary materials, equipment, tooling, ingredients, personnel, and supplies to perform its obligations under the PO or Order. Lactalis

may direct Supplier to purchase materials from certain suppliers and Supplier will do so unless it would cause Supplier to breach its existing contracts. Supplier will only use such materials to perform under the PO or Order and will pass through to Lactalis any rebates or other savings Supplier receives as a result. If Lactalis provides Supplier with any materials, equipment or tooling in connection with the PO or Order: (i) they are provided "AS IS", (ii) they will remain Lactalis property, (iii) Supplier will maintain them in good condition (normal wear and tear excepted), (iv) Supplier will ensure they remain free of any liens or security interests, (v) Supplier will only use them in connection with the PO or Order, and (vi) Supplier will return them to Lactalis in good condition (normal wear and tear excepted) or otherwise dispose of them as Lactalis directs. Using materials, equipment, or tooling provided by Lactalis or using a supplier directed by Lactalis will not relieve Supplier of any of its obligations under the PO or Order or shift any liability from Supplier to Lactalis.

**6. Changes and Cancellations; Suspension.**

Before Supplier delivers Products or performs Services, Lactalis may request changes. If Lactalis or Supplier can demonstrate that such change will impact Supplier's ability to timely deliver Products or perform Services, Lactalis and Supplier will negotiate an equitable adjustment to the delivery schedule for such Products or the performance schedule for such Services, as applicable. Lactalis may cancel the PO or Order with respect to any Products not yet delivered or Services not yet performed by notifying Supplier (unless otherwise specified on the face of the PO or Order). After Lactalis notifies Supplier, Supplier will take all reasonable steps to minimize costs due to Lactalis' cancellation. As Supplier's exclusive remedy for cancellation, Lactalis will pay Supplier for Supplier's unavoidable costs incurred before receiving notice of cancellation (less any savings realized from Lactalis' cancellation or related mitigation efforts) that Supplier can document to Lactalis' reasonable satisfaction.

Lactalis may suspend the PO or Order immediately on notice to Supplier if Lactalis reasonably believes that Supplier's action or omission causes a health, security, or safety concern, or results (or will likely result) in a recall or market withdrawal of Lactalis finished goods. Lactalis may suspend such PO or Order until such time as Lactalis is satisfied that the action, omission, or breach has been adequately remedied.

**7. Shipping and Delivery.** Time is of the essence with respect to Supplier's obligations under the PO or Order. All Products will be delivered and Services performed on weekdays during Lactalis normal business hours, unless otherwise stated on the PO or Order.

All Products will ship F.C.A. Lactalis' designated delivery location, unless otherwise stated on the PO or Order. Supplier must properly package Products for shipment and properly label all units with Supplier's name, description of Products, PO or Order number and any other identifying information Lactalis requires. Supplier will provide

accurate and complete information on all shipping and customs documents, including a description of the Products, country of origin and manufacture, currency, and delivery terms. Except as the PO or Order otherwise expressly provides, title to and risk of loss on Products will pass to Lactalis at the f.o.b. point designated on the face of the PO or Order and signed for by a Lactalis representative.

**8. Non-Compliant and Defective Products or Services.**

If any quantity of Products is defective, fails to comply with any of the warranties, representations, and covenants set forth in Section 3, or does not conform to samples, descriptions, specifications or other requirements of the PO or Order, Lactalis may, at its option and without prejudice to any other right and remedy available at law or in equity, reject all of such quantity, accept all of such quantity, or accept any commercial unit or units of such quantity and reject the rest. Supplier will reimburse Lactalis in full for the quantity of Products rejected within 30 days of notice of rejection, and/or upon Lactalis' request and at Supplier's sole expense, replace or satisfactorily repair the quantity of Products rejected by Lactalis within 10 days of notice of rejection. Supplier will assume any and all costs of expedited transportation and handling both ways for rejected Products and any other related expenses, including incremental storage and handling costs, with title and risk of loss passing to Supplier at Lactalis' location, unless Lactalis otherwise specifies at the time of return. Supplier will, at its own expense, dispose of rejected Products in accordance with Lactalis' direction.

If any of the Services are defective, fail to comply with any of the warranties, representations, and covenants set forth in Section 3, or do not conform to specifications or other requirements of the PO or Order, Lactalis may, at its option and without prejudice to any other right or remedy available at law or in equity, reject all or any part of such Services. Supplier will, at Lactalis' option, re-perform such Services at no additional cost or provide a refund to Lactalis in the amount of the price paid for the Services.

**9. Recalls.**

Applicable for raw material and packaging suppliers only.

If a federal, state, or local governmental authority initiates any inquiry or investigation, short of mandating a recall or withdrawal, relating to the Products or similar goods manufactured or supplied by Supplier, Supplier shall notify Lactalis within twelve (12) hours thereof and take reasonable steps to resolve the matter without exposing Lactalis to any liability or risk.

Supplier shall immediately notify Lactalis by telephone before the end of the business day, of any recall or withdrawal ordered or suggested by federal, state, or local governmental authorities, and shall cooperate with Lactalis in implementing such recall or withdrawal. Supplier shall immediately notify Lactalis by telephone before the end of the business day, of any prospective recall or withdrawal of Products or any Lactalis products

into which the Products are incorporated or of the need for any recall or withdrawal of or relating to the Products of which Supplier has knowledge.

In the event that Lactalis must initiate a recall or withdrawal of its products as a result of the Products being incorporated into Lactalis' products, at Lactalis' option, upon providing notice to Supplier, Lactalis shall be primarily responsible for the implementation and discharge of any recall program, including, but not limited to, handling all inquiries and questions from the media and/or any other individuals, contact with any federal, state or local governmental authorities, and issuance of any press or similar releases. Supplier shall furnish Lactalis the cell phone of Supplier's crisis manager and of a deputy crisis manager in the event that the crisis manager is not available.

If a Product, whether incorporated into a Lactalis product or not, is the subject of a withdrawal, recall, or safety notice initiated by Lactalis, Supplier, or a government or consumer protection agency, Supplier shall be responsible for all costs and expenses associated with the withdrawal, recall, or notice and shall reimburse Lactalis for all costs and expenses incurred by Lactalis in recalling, publishing notices about, shipping and/or destroying the Product (and where applicable, any products with which the Product has been packaged, consolidated, or commingled), including refunds to customers and Lactalis' net landed cost of unsold Products. Notwithstanding the above, whenever feasible, Lactalis will use reasonable efforts to notify Supplier prior to initiating any recall or withdrawal.

In the event of a claim, potential claim of any defect, withdrawal, potential recall or recall regarding the Product or of any tampering with any Product, Supplier agrees to promptly notify Lactalis and immediately conduct at its sole expense a full and complete analysis of said Product upon Supplier's receipt of notice of the claim. At Lactalis' option, Lactalis or its representative(s) shall be allowed to be present during the performance of any tests on the Product, and Supplier shall give Lactalis reasonable, adequate advance notice of any testing so that Lactalis or its representatives may be present during said testing.

Supplier and Lactalis shall assist each other in all reasonable ways to resolve any claims involving Product subject to a withdrawal, recall, or safety notice. To that end, Supplier shall make available sufficient representatives who will devote as much time as Lactalis reasonably believes is necessary to deal with any withdrawal, recall, or safety notice.

In the event of a withdrawal, recall, or otherwise, at the request of Lactalis, within twenty-four (24) hours of said request, Supplier shall cooperate and collaborate with Lactalis to issue a joint statement and/or joint press release.

**10. Indemnification.** Supplier will indemnify, defend and hold harmless Lactalis, its subsidiaries, affiliates, and their respective employees, officers, directors and agents from and against all losses, damages,

liabilities, settlements, judgments, demands, fines, penalties, awards, costs and expenses (including reasonable attorney's fees and court costs) arising from any claims, actions, suits, demands, or proceedings (whether or not involving a third-party) arising out of or in connection with the performance of the PO or Order, any breach of Supplier's warranties, representations, covenants or other obligations or duties contained in the PO or Order or any breach or violation of any other obligation or duty under applicable Law, negligent acts or omissions, or wilful misconduct relating to the PO or Order by Supplier, its employees, officers, directors, contractors, subcontractors or agents.

**11. Insurance.** During the term of the PO or Order and for one year thereafter, Supplier will, at its own expense, maintain the insurance coverage types and amounts specified below:

(a) Workers' Compensation Insurance – in amount not less than US\$1,000,000 or statutory limit;

(b) Employer's Liability Insurance in an amount not less than: US\$500,000 - Each Accident, US\$500,000 - Disease Policy Limit, US\$500,000 - Disease Each Employee;

(c) Commercial General Liability Insurance (including Contractual Liability, Products/Completed Operations, and Personal Injury coverages) with minimum limits of liability of US\$5,000,000 for any one occurrence and US\$5,000,000 in the aggregate;

(d) Automobile Liability Insurance covering owned, non-owned, rented, and hired vehicles — combined single limit of US\$2,000,000 for each accident, with a combined single limit for bodily injury and property damage (Note: if no vehicle is used for the provision of Products and/or Services under this PO, this coverage requirement can be waived);

(e) Environmental Liability Insurance – in an amount not less than US\$1,000,000; and

(f) *If Supplier is a licensed professional (e.g., auditor, consultant, designer, engineer, software developer, etc.)* Professional Liability Insurance covering liability for damages caused by an error, omission, or negligent act in the provision of the Products and/or the performance of Services with minimum limits of liability of US\$5,000,000 per occurrence and US\$5,000,000 in the aggregate.

Supplier must obtain the required insurance from reputable insurers that (i) are licensed to do business in the locations in which Supplier's obligations hereunder are fulfilled and (ii) have a rating of at least "A-" from the AM Best rating service or its equivalent. Supplier will ensure that Lactalis is named as an additional insured and that Supplier insurance carriers waive rights of subrogation against Lactalis' insurance. Supplier may use primary plus umbrella coverage to satisfy the required limits. Supplier

will cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under the PO are maintained and that not less than 30 days' written notice will be given to Lactalis prior to any cancellation or non-renewal of the policies.

**12. Dispute Resolution and Governing Law.** The Laws applying to contracts made and fully performed in the State of Delaware will govern the PO or Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the PO or Order. If Lactalis and Supplier cannot resolve a dispute regarding the PO through good faith negotiation, any legal action or proceeding arising out of or relating to the PO or Order will be brought exclusively in any state or federal court located in Delaware of appropriate jurisdiction and venue, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in any action or proceeding.

**13. Force Majeure Events.** If either party is unable to perform its obligations under the PO or Order due to any act of God, fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, or any other cause beyond its reasonable control ("**Force Majeure Event**"), that party will promptly notify the other party in writing, its performance under the PO or Order will be temporarily excused. The affected party will make reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable. If the inability to perform continues for more than 20 days, the other party may cancel the PO or Order immediately, without costs or penalty, by giving written notice to the affected party. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at Supplier's facility are not a Force Majeure Event.

**14. Audit Rights.** At any time until the expiration of one year after the final payment under the PO or Order, Lactalis may audit Supplier records and inspect Supplier's facilities related to the PO or Order in order to: (i) evaluate Supplier's quality and food protection procedures and compliance with applicable specifications and manuals ("**Quality Audit**"), (ii) evaluate Supplier's compliance with applicable Supplier Guiding Principles as referenced in Section 24 below ("**CSR Audit**"), and (iii) verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to the PO or Order ("**Financial Audit**"). Audits may be conducted by Lactalis or third-party auditors, as determined by Lactalis, and Supplier will not request that any auditor sign an additional agreement in order to conduct the audit. Lactalis may also require that Supplier complete a questionnaire either in lieu of or in advance of an audit or that Supplier register with and submit information to a third-party that Lactalis has selected to manage audit information. For CSR Audits and Quality Audits, Lactalis will bear its own internal costs, and Supplier will bear its own internal costs and all other audit costs (including those of any third-party auditor). For Financial Audits, Lactalis will bear its own internal costs and the cost of the auditors, unless Lactalis

discovers any deficiency or non-compliance as to the PO or Order, in which case Supplier will promptly pay any overcharges and reimburse Lactalis' reasonable audit costs. In the event of a finding of deficiency or non-compliance, in addition to any other right or remedy of Lactalis, Supplier will promptly take all corrective action that Lactalis reasonably requires and Lactalis or its representative may audit Supplier's facilities or records as often as reasonably necessary to verify correction; Supplier will bear all re-audit costs, regardless of type. Lactalis may suspend performance under the PO or Order until any deficiency or non-compliance is corrected, in addition to other remedies Lactalis may have. If Supplier refuses any audit, Lactalis can withhold payment.

**15. Confidential Information.** Supplier acknowledges that in the provision of Products or Services, Lactalis may provide, or Supplier may otherwise obtain or see, non-public information, materials, or data that Lactalis considers proprietary and/or confidential ("**Confidential Information**"). Supplier will maintain all Confidential Information that it has seen or received or will in the future see or receive in the strictest confidence, and Supplier will not use Confidential Information or other information provided by Lactalis, except as necessary to perform its obligations under the PO or Order. Supplier agrees to only disclose Confidential Information to its employees or agents as and to the extent necessary to enable Supplier to perform under the PO or Order. Supplier will inform each of its employees and agents that have access to such Confidential Information of the obligations under this Section and Supplier will obtain the agreement of each such employee or agent to comply with the provisions of this Section. Supplier will be responsible for any breach of this Section by any employee, agent, or representative. Lactalis owns the Confidential Information and Supplier must return or destroy it (including all copies thereof) if requested by Lactalis. Except as provided with respect to an audit in accordance with Section 13 above (in which case only the technical information identified in writing and which Lactalis needs to know will be disclosed) or upon Lactalis' prior written consent, Supplier agrees and acknowledges that it will not provide to Lactalis any Supplier or third-party confidential technical information.

**16. Intellectual Property Ownership and Custom Work.** Lactalis shall at all times retain full ownership in all information respecting its business, and shall be the sole and exclusive owner of all materials, items, supplies, work product, designs, drawings, or other deliverables which are provided by Supplier, created, produced, or developed by Supplier, or invoiced by Supplier, or Supplier makes modifications to the specifications or any process related to Products and/or Services specifically for Lactalis, or makes modifications to Confidential Information or intellectual property of Lactalis ("**Custom Work**"), Lactalis owns such Custom Work. Supplier hereby assigns all rights, title and interest in the Custom Work to Lactalis and represents and warrants that: (a) the Custom Work was developed through Supplier's sole and original efforts and does not infringe the intellectual property or privacy rights

of any person, and (b) Supplier has no other arrangements that would interfere with assigning all of Supplier's interest in the Custom Work to Lactalis.

Supplier shall not refer to Lactalis in any advertising or published communication without the prior written approval of Lactalis. Supplier shall not use, or allow to be used, Lactalis' name, logo, trademarks, service marks, patents, copyrights, or trade dress without the prior written approval of Lactalis.

**17. Taxes.** Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by applicable Laws. If Supplier is required to charge tax (e.g., state sales tax) or if Lactalis is required to withhold tax, then the party required to remit such tax to a governmental authority having responsibility for assessment or collection of such tax will give the other party the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate). Any taxes charged to Lactalis must be separately stated on the applicable invoice. Supplier must provide Lactalis with applicable tax forms, including but not limited to a W-9 form.

Lactalis may delay payment under the PO or Order if Supplier fails to comply with any written request to provide information or take other actions reasonably necessary for Lactalis to satisfy tax reporting obligations, imposed on, or with respect to, payments made pursuant to or in connection with the PO or Order.

**18. Assignment and Subcontracting.** Supplier will not assign, delegate, subcontract, or otherwise transfer the PO or Order (or any portion of the PO or Order) or any of its rights or obligations under the PO or Order, without Lactalis' prior written consent. Any attempted assignment, delegation, or transfer by Supplier without Lactalis' prior written consent will be invalid. Supplier will ensure that all material terms of the PO or Order pertaining to the subcontracting of the manufacture and/or supply of any Products or performance of Services are incorporated into any subcontract. Any permitted subcontracting will not relieve Supplier of any of its duties, obligations, responsibilities and/or liabilities under the PO or Order.

Lactalis may freely assign all or any portion of the PO or Order without Supplier's consent and will not be liable for any obligations under the PO or Order that arise after the assignment. Any successors or permitted assigns will be bound by the terms and conditions of the PO or Order.

**19. No Third-Party Beneficiaries.** Except as set out in Section 9 above, the PO or Order gives no rights or benefits to anyone other than Lactalis and Supplier and their respective affiliates, subsidiaries, successors, and assigns. There are no other third-party beneficiaries under the PO or Order.

**20. Non-Exclusivity; Aggregation.** Unless otherwise stated on the face of the PO or Order, the PO or

Order is not exclusive, and either party is free to enter into similar agreements with any other party. Purchases under the PO or Order and any other POs/Orders with Supplier will be aggregated for purposes of calculating any volume discounts or rebates.

**21. Independent Contractor.** The PO or Order does not create a partnership, joint venture, employment relationship, or other similar relationship between the parties and any of their respective employees. Each party is an independent contractor to the other party, has no authority to bind the other party, and is solely responsible for its respective employees, directors, officers, contractors, subcontractors and agents.

**22. Severability.** If any part of the PO or Order cannot legally be enforced, then Lactalis and Supplier agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the intent as expressed in the PO or Order.

**23. No Waiver/ Amendment.** No waiver, modification or amendment to the PO or Order shall be valid unless in writing, signed by Lactalis and Supplier. No usage of trade or course of dealing between or among any persons having any interest in the PO or Order will be deemed effective to modify, amend or discharge any part of the PO or Order or these Terms and Conditions or any rights or obligations of any party hereunder. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Lactalis of any breach of a provision of the PO or Order will be deemed to constitute a waiver of any other breach of such provision or any other provision of the PO or Order. Payment and/or delivery does not constitute acceptance. Lactalis reserves the right to inspect all Products and such inspection does not constitute a waiver by Lactalis or relieve Supplier of its contractual or other legal obligations.

**24. Survival.** The completion or cancellation of the PO or Order will not affect any rights and obligations which by their nature should continue to survive.

**25. Supplier Guiding Principles Compliance.** Supplier will comply with applicable supplier guiding principles provided or otherwise made available to Supplier ("**Supplier Guiding Principles**") in performing under the PO or Order. Supplier acknowledges that it has read and understands the Supplier Guiding Principles and will communicate the Supplier Guiding Principles to its employees. Supplier will cooperate with Lactalis' reasonable efforts to assess Supplier's compliance with the Supplier Guiding Principles and, upon request by Lactalis, Supplier will certify its compliance with the Supplier Guiding Principles.

**26. Federal Contractor Responsibilities.** Lactalis must comply with certain legal provisions because it has contracts with the U.S. government. **To the extent applicable and if Supplier is not exempt, Supplier will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** To the extent applicable and if Supplier is not exempt, Supplier also agrees to comply with the regulations set forth in 41 C.F.R. Parts 60-1 through 60-60 (women and minorities); 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741 (individuals with disabilities); 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-300 (covered veterans); the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A; FAR 52.203-13 & 15 (code of business ethics and conduct); 52.219-8 (utilization of small business concerns); 52.222-50 (combatting trafficking in persons); 52.226-6 (promoting excess food donations to nonprofit organizations); and 52.247-64 (preference for privately owned U.S. flag commercial vessels). Lactalis may modify these requirements at any time as reasonably required by changes in U.S. Laws.

**27. Personnel Criteria.** Supplier will not assign any person to perform work under the PO or Order unless he or she: (a) is qualified to perform all of the essential functions of the assigned duties for the provision of Products and/or Services under the PO or Order (subject to any duty to accommodate under applicable Laws); (b) is legally entitled to work in the country in which he or she is employed; and (c) has either worked for Supplier for at least one year prior to assignment or meets Supplier's standard criminal background check requirements (subject to restrictions imposed by applicable Laws). Supplier will cooperate with Lactalis' reasonable efforts to assess Supplier's compliance with this provision and, upon request by Lactalis, Supplier will certify its compliance with the foregoing.

**28. Drug Free Workplace.** Supplier will have and enforce a zero-tolerance policy for use of illegal drugs in the workplace with respect to any person involved with the provision of Products and/or Services under the PO or Order (subject to restrictions imposed by applicable Laws). Supplier will cooperate with Lactalis' reasonable efforts to assess Supplier's compliance with this provision and, upon request by Lactalis, Supplier will certify its compliance with the foregoing.

**29. Employing Minority Vendors.** Supplier will use commercially reasonable efforts to engage vendors and subcontractors qualified by the National Minority

Supplier Development Council, Women's Business Enterprise National Council, or any similar certifying state/local agencies in providing Products and/or Services to Lactalis. Upon the request of Lactalis or its designee, Supplier will provide information to Lactalis identifying such qualified parties and the amount Supplier paid to them. Lactalis may report these payments in the amounts Lactalis reports as paid to qualified minority contractors (in which case Supplier will not include such payments in its reports).

**30. Explicit and Cumulative Remedies.**

Supplier's failure to comply with any of the terms and conditions of the PO, Order, or these Terms and Conditions, or any other obligation or duty binding on Supplier shall be grounds for the exercise by Lactalis of any one or more of the following remedies:

Cancellation of all or any part of any undelivered PO or Order, including but not limited to the balance of any remaining installments on a multiple-shipment PO or Order.

Rejection (or revocation of acceptance) of all or any part of any delivered shipment. Upon rejection or revocation of acceptance of any part of or all of a shipment, Lactalis may return the Products or hold them at Supplier's risk and expense. Payment of any invoice shall not limit Lactalis' right to reject or revoke acceptance. In respect of any Products rejected (or acceptance revoked) by Lactalis, there shall be charged to Supplier all expenses incurred by Lactalis in (i) unpacking, examining, repacking, and storing Products; and (ii) landing and reshipping such Products. Unless Lactalis otherwise agrees in writing, Supplier shall not have the right to make a conforming delivery within the contract time.

Termination of all current and future business relationships.

Recovery from Supplier of any damages sustained by Lactalis as a result of Supplier's breach or default.

Any and all remedies available to Lactalis under any applicable commercial code in effect in any state and such other remedies as are provided under applicable Law.

If Supplier ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or any proceeding under the bankruptcy or insolvency Laws is brought by or against Supplier or a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by Supplier, or if an action under any Law for the relief of debts is taken with respect to Supplier, in addition to any other legal or equitable right Lactalis may terminate the PO or Order without liability except for deliveries previously made or for Products covered by the PO or Order then completed and subsequently delivered in accordance with the terms of such PO or Order.

The remedies set forth in this Section 30 are not exclusive

and are in addition to all other remedies available to Lactalis at law or in equity. The rights and remedies of Lactalis under the PO or Order are cumulative and are in addition to any other rights and remedies available at law, in equity, or otherwise.

**31. Captions.**

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of these Terms and Conditions.