

THE GIORGI COMPANIES' STANDARD TERMS AND CONDITIONS OF PURCHASE

(Giorgio Foods, Inc., Giorgi Mushroom Company, Giorgio Fresh Co., Giorgio Foods Xpress, LLC, Can Corporation of America, Inc., Gaspari Farms, Inc., Gaspari Farm Products Inc., Dew Fresh, Inc., All Seasons Products, Inc., Ontelaunee Farms Inc., Maiden creek Plaza Co., Valentia Ltd., CF Fresh, LLC, and CF Logistics, LLC)

ACCEPTANCE. Any acceptance of this Order is limited to acceptance of the express terms of the offer contained on the face of the Order and these Standard Terms and Conditions of Purchase. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of descriptions, quantity, price or delivery schedule of goods or services, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. Additional or different terms or any attempt of Seller to vary in any degree any of the terms of this Order shall be deemed material and are objected to and rejected, but this Order shall not operate as a rejection of Seller's offer unless it contains variances in the terms of the description, quality, price or delivery schedule of the goods or services.

CONTRACT. The contract resulting from the acceptance of this Order shall be construed according to the laws of the state from which the Order issues, as shown by Buyer's address on the face hereof including the Uniform Commercial Code as adopted in that state. All disputes between Seller and Buyer arising from this Contract shall be resolved in the state or federal courts of said state. Seller and Buyer recognize that the Uniform Commercial Code does not normally apply to the performance of services as distinguished from transactions in goods. However, Seller and Buyer agree that the Uniform Commercial Code shall apply to the entire contract created by the acceptance of this Order, including the provision for rendering of services. Seller agrees that it is a "merchant" dealing in goods or services of the kind involved in this Order. In the event of any conflict between the terms and conditions of purchase and the description of goods or services, the description shall take precedence. Any changes, clarifications, additions or waivers of this Order must be in writing signed by the Buyer. Neither this Order nor any of the rights or obligations under it may be delegated or assigned by Seller, in whole or in part, by operation of law or otherwise without Buyer's express written consent and any contrary action by Seller shall be void and without effect.

SPECIFICATIONS. Seller shall provide all specifications for such equipment or services as are the subject matter of this Order, and if agreed to by Buyer such specifications shall be and become an integral part of this Contract. Seller shall not change any such specifications without the written consent of Buyer.

TERMINATION/CHANGES. Buyer may terminate this Contract in whole or in part at any time upon giving written notice to Seller. Termination charges, if any, shall be subject to negotiation by the parties, but in no event shall exceed the lesser of either (a) purchase price under this Order or (b) Seller's actual cost, determined in accordance with general accepted accounting principles, on the date termination notice is received by Seller, plus an equitable pro rata profit for partial performance. All goods and materials for which Buyer pays termination charges shall be promptly delivered to Buyer. Nothing in this paragraph shall affect either Buyer's or Seller's rights in the event of cancellation due to breach by the other. Buyer shall have the right at any time to make changes, within the availability of Seller to perform, in this Order, in whole or in part, including but not limited to, changes in drawings, design, specifications, materials, packaging, time and place of delivery, method of transportation, and nature and method of services provided or performed, upon giving Seller written notice.

QUANTITY. Buyer reserves the rights to reject, return, or hold for return, all quantities shipped and delivered in excess of the exact quantities stated on the face hereof this Order. Buyer and Seller, prior to issuing this Order, mutually must agree to any and all specific overrun quantity for any and all items stated in this Order. Failure of Seller to remove overrun items not approved for delivery under this order subjects Seller to storage and handling charges by Buyer. Any goods shipped in excess of the exact quantity of this order are deemed not to be property of Buyer, as such, risk of title and loss does not pass to Buyer while stored on Buyer's premises.

PERFORMANCE AND DELIVERY SCHEDULES. Time is of the essence with respect to delivery and performances. Services are to be performed and deliveries are to be made both in quantities and at time specified in Buyer's schedules. Buyer may change or direct temporary suspension of delivery or performance schedules at any time. If such suspensions delays the work or delivery of materials (without Seller's fault) the time for performance will be reasonably extended as Buyer permits.

DELAYS IN DELIVERY OR PERFORMANCE. Seller will notify Buyer in advance of any actual or potential delays in meeting delivery or performance schedules. If, for any reason, Seller does not comply with Buyer's delivery or performance schedule, Buyer may, at its option and without liability or waiver of its legal remedy, terminate or cancel this Order and Contract.

WARRANTIES. Seller expressly warrants that all goods and services covered by this Order will conform to and perform in accordance with such specifications as are set forth in the Order (or if none, then to Seller's specifications, performance standards, instructions, drawings, data, samples and other descriptions, or to such specifications and performance standards as have been negotiated between Seller and Buyer); will be brand new and not contain any used components, will be of good material and

workmanship and free from defects; will be fit and sufficient for purpose intended by Buyer; and will be delivered free from any security interest or any lien or encumbrance. Seller also expressly warrants that it operates its business, manufacturing, and purchasing activities in compliance with all applicable laws regarding slavery and human trafficking. These warranties are in addition to all other express, implied and statutory warranties. None of the remedies available to Buyer for breach of any of the foregoing warranties may be limited except to the extent and in a manner agreed upon by Buyer in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer. Payment for, inspection of, and receipt of goods or services shall not constitute a waiver of any breach of warranty. Substitutions may be accepted at Buyer's option.

LICENSES. For all software, including without limitation device drivers, firmware and any necessary software for the proper operation and support of the goods (collectively "Software"), Buyer and its affiliated and related companies are granted a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide right and license to use, reproduce, prepare derivative works of and distribute the Software in connection with Buyer's use and further sale of the goods including without limitation, distribution in electronic form. Seller agrees to provide all updates and modifications to the Software to Buyer without additional charges. Any license fees for Software shall be included in the purchase price or any other amounts payable under the Contract.

FURTHER RIGHTS. Seller agrees that Seller's descriptive materials, including but not limited to, operation manuals, are included in the purchase price. Seller further agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work product generated or developed in the course of work performed under the Contract by Seller and any intellectual property and other proprietary rights therein or thereto shall be deemed "work-for hire" and shall vest in Buyer. Seller assigns or shall cause to be assigned to Buyer all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Buyer's interest therein. Seller shall inform any third parties who might seek recourse thereon of Buyer's proprietary rights, and Seller shall immediately inform Buyer of such an event.

INFRINGEMENT. Except to the extent solely due to Buyer's specifications, Seller warrants that the sale, resale and use of goods or services and any other activities related to the goods and services, including but not limited to the manufacturing of Buyer's products, without territorial restrictions, will not infringe any United States or foreign patent, copyright, or trademark, or the proprietary rights of another person and Seller agrees to defend, protect, indemnify and hold harmless Buyer and its affiliates and their respective successors, assigns, employees, officers, directors, customers and users of its products against all suits at law or in equity, and from all loss, liability, damages, claims and demands, including costs, expenses, and attorney's fees, for the actual or alleged infringement of any patent, copyright, trademark, or other intellectual property right, or for any actual or alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services by reason of the sale, resale or use of such goods or services. Buyer may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

SELLER'S FINANCIAL CONDITION. If, in Buyer's opinion, Seller's financial condition is found to be or becomes unsatisfactory to Buyer and Buyer thereby deems itself insecure, Buyer may terminate this Order and also terminate all other contracts covering purchases by Buyer of Seller's products, goods or services whether or not Seller may otherwise be in default under such contracts, and no rights shall thereby accrue to Seller against Buyer.

REMEDIES. The remedies in this Order shall be cumulative and in addition to any other legal or equitable remedies available to Buyer. No waiver by Buyer of any breach of any provision of this Order shall constitute a waiver of any other breach of such provision or of any other provision or right. No failure or delay by Buyer to exercise any right, power or privilege hereunder shall operate as a waiver thereof.

INFORMATION DISCLOSED TO BUYER. All information, which Seller has disclosed or may disclose to Buyer in connection with this Order, shall not, unless Seller shall have obtained Buyer's specific written agreement otherwise, be deemed to be confidential or proprietary information and is acquired by Buyer free of any restrictions.

WORK ON BUYER'S PREMISES FOR BUYER'S CUSTOMERS. If Seller's work under this Order involves either operations or the presence of Seller, its agents, contractors, subcontractors or invitees on the premises of Buyer or of one of its customers, such work shall be done on an independent contractor basis and not as an employee of Buyer, Seller shall take all necessary precaution to prevent the occurrence of any injury to person or damage to property during the progress of such work. Except to the extent that such injury is due solely to Buyer's or its customer's negligence, as the case may be, Seller shall defend, indemnify and hold harmless Buyer, its affiliated and related companies, and each of their successors, assigns, employees, officers, directors, shareholders, guests, customers, and its and their invitees against all losses, damages, claims and liabilities, and costs and expenses (including reasonable attorneys' fees), which may result in any way from any act or omission of Seller, its agents, employees, invitees, contractors or subcontractors.

INSPECTION. All goods shall be subject to inspection and testing by Buyer, at no additional cost, at all reasonable times and places, including inspection and testing after arrival at destination, and, when practicable, during manufacture. In case any goods are found to be defective in material or workmanship or otherwise not in conformity with this Order, Buyer has the right to reject such goods or require their correction. Except as otherwise provided in this Order, Seller (a) is responsible for all goods, and for the risk of loss

thereof, until they are delivered at the designated delivery point, regardless of the point of inspection, and (b) shall bear all risks as to rejected goods after notice of rejection. Buyer reserves the right to cancel any portion of this order which remains unfulfilled after the beginning of any bankruptcy or insolvency proceeding by or against Seller or after the appointment of an assignee for the benefit of Seller's creditors or of a receiver.

PRICE COMPETITIVE WARRANTY. Seller warrants that prices for the goods and services set forth herein and sold to Buyer hereunder are not less favorable than those currently extended to or charged to any other customer of Seller purchasing the same or similar goods or services in similar quantities. In the event that Seller reduces its price for such goods or services during the term of this Order to any other customer, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Order shall be complete and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping to point of delivery, packaging, labeling, customs duties, labor, material, taxes, storage, insurance, boxing, and crating.

FOOD AND BEVERAGE WARRANTY. Seller hereby warrants that if the goods sold or delivered to Buyer under this Order are sold or delivered to be applied to welded cans ("cans") or the ends therefor ("ends"), which are intended for use in holding foods or beverages, then such goods: (a) shall be safe for the purposes for which the goods were ordered by Buyer, (b) shall, in their finished form upon the cans or ends, conform to any performance test(s) imposed by the Food and Drug Administration; (c) shall not cause any food or beverage contained within the cans or ends to be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or any similar state or municipal law, be introduced in interstate or intrastate commerce. Seller further warrants all food material and drug materials supplied under this Order will comply with all federal and state pure food laws, will not be adulterated or misbranded within the meaning of the Food, Drug and Cosmetic Act as amended, will not be articles which may not under the provisions of Section 404 of the Act be introduced into interstate commerce and will be free from organisms or chemicals which would make the materials unsuitable for processing.

GENERAL INDEMNIFICATIONS. Seller shall defend, indemnify and hold harmless Buyer, its affiliated and related companies, and each of their successors, assigns, employees, officers, directors, shareholders, guests, customers, and its and their invitees against all losses, damages, claims, liabilities and expenses, including attorney's fees, arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or for any act or omission of Seller, its agents, employees, contractors or subcontractors. This indemnification shall be in addition to the various warranty obligations of Seller.

RESTRICTIVE DATA. The use of Buyer's drawings, blueprints, samples, specifications or information, if any, by Seller in the performance of this Contract is expressly restricted to Seller's manufacture of Buyer's goods or material. Any other use or disclosure of this proprietary information of Buyer is prohibited. Buyer retains all rights in designs, blueprints, samples, drawings, specifications and other data or papers furnished Seller in connection with this Order. Upon completion of the work, Seller shall promptly return to Buyer all designs, drawings, specifications and other data or papers furnished by Buyer together with all copies or reprints then in Seller's possession or control.

DISPUTES. Pending resolution of any dispute under this Order, Seller shall diligently proceed with its performance hereunder. Any dispute shall only be litigated in the state or federal courts covering Berks or Chester Counties, Pennsylvania, and Pennsylvania law shall apply without reference to its choice of law provisions. Seller irrevocably consents to the jurisdiction and venue of such courts, and waives any claim of forum non conveniens.

FAIR LABOR STANDARDS ACT AND OTHER LAWS. Seller specifically represents that all goods sold hereunder will have been manufactured in compliance with all terms, rules and regulations issued under the Fair Labor Standards Act of 1938, as amended, and specifically including all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof. Seller further represents that all goods will have been manufactured and will be sold in compliance with all other federal, state and local laws, including those relating to pricing, performance, safety and environmental impact, and employee health and safety.

EQUAL EMPLOYMENT ACT AND OTHER LAWS. All provisions of Executive Order 11245 of September 24, 1965, including Section 202 thereof, relating to equal employment opportunity, as well as all requirements under 41 CFR, Part 60-250 and 741 relating to Affirmative Action Clauses for Handicapped Workers and Disabled Veterans of the Vietnam Era, and all implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

NON-ASSIGNMENT. In addition to the prohibitions upon assignment contained elsewhere in these Terms and Conditions of Purchase to this Order, this Contract may not be assigned or subcontracted by Seller or assumed by a Trustee in bankruptcy without the prior written consent of Buyer.

SURVIVAL OF OBLIGATIONS. All of the obligations, rights, indemnifications and remedies created by the provisions of this Order shall survive the cancellation, termination or the completion of this Order.

INSURANCE. Seller shall purchase and maintain the following minimum limits of insurance as set forth below which may arise out of or result from Seller's operations under the business relationship between the parties, whether such operations be by Seller or by any sub-seller, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Seller's liability shall not be limited to the limits of the required insurance. All coverage required herein must be primary and non-contributory to any insurance maintained by Buyer. Seller waives all rights against Buyer to the extent of any insurance carried or required to be carried herein. All such coverage shall be issued with insurance companies having a policyholder's rating of "A" or better and a financial size rating of "IX" or better in the most current Best's Key Rating Guide. The insurance carrier shall name Buyer and its shareholders, officers, directors, employees, and invitees as Additional Insured on the General Liability, Automobile Liability, and Umbrella policy as its interest may appear. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of Seller's insurance and shall not contribute with it. Seller shall provide Workers' Compensation Insurance in connection with its Employees, including but not limited to its drivers, as required by all applicable Federal, State, Maritime or other laws including Employer's Liability with a limit of at least \$1,000,000 Bodily Injury by Accident – each accident; \$1,000,000 Bodily Injury by Disease – each employee; \$1,000,000 Bodily Injury by Disease – policy limit. There shall be a waiver of subrogation endorsement in favor of Buyer and related entities and their respective officers, directors and employees. In any and all claims against Buyer by any employee of Seller, the indemnification obligations under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits. Seller shall provide Commercial General Liability insurance including Contractual Liability, and Broad Form Property Damage all on an occurrence basis, with limits of at least \$1,000,000 Each Occurrence; \$1,000,000 Personal and Advertising Injury; \$2,000,000 General Aggregate; and \$2,000,000 Products/Completed Operations Aggregate limit. The additional insured endorsement must be written on ISO Form CG 2010 and CG 2037. The Aggregate limit must be on a per project basis. Coverage must not exclude or limit coverage for Explosion, Collapse, and Underground Perils. Seller shall provide Commercial Automobile Liability, including non-ownership and hired car coverage, as well as owned vehicle coverage, for Bodily Injury and Property Damage in at least the amount of \$1,000,000 combined single limit of liability for each accident. Seller shall provide Excess Umbrella Liability in at least the amount of \$5,000,000 each occurrence and \$5,000,000 aggregate, and such coverage shall be as broad as that contained in the underlying policies to be written excess over the Commercial General Liability, Commercial Automobile Liability and Employers Liability coverage. Seller shall furnish Buyer with certificates evidencing such coverage as required under this Proposal at the inception of this Proposal, and at the date of renewal for each policy of insurance, together with copies of additional insured endorsements and the waiver of subrogation endorsement on the Workers' Compensation policy. All certificates shall reflect an affirmative statement in the cancellation wording that the Additional Insured shall receive thirty (30) days' notice of policy cancellation or non-renewal, or alternatively, Seller shall provide such notice to Buyer.