

North American Purchase Order Terms and Conditions

Amended July 28, 2025

These Purchase Order Terms and Conditions together with any policies, procedures, requirements, or other documents referenced herein (collectively, “**Terms and Conditions**”) are part of each purchase order, including any Order, that Gordon Food Service, Inc. (“**Gordon Food Service**”) or any of its affiliates, whether currently an affiliate or subsequently becoming an affiliate (collectively, “**GFS**”), issues or any Purchasing Agreement between the parties that references these Terms and Conditions. In these Terms and Conditions, “**Supplier**” means the supplier named in the Order, or any of its affiliates, whether currently an affiliate or subsequently becoming an affiliate; “**Products**” mean the perishable and non-perishable food and foodservice products that GFS is to purchase from Supplier as described in the Order; “**Agreement**” means the Order and these Terms and Conditions, together with any written purchasing agreement entered into between GFS and Supplier (“**Purchasing Agreement**”) including any amendments or addendums to the Purchasing Agreement; “**Order**” means the purchase order or any other order issued by GFS for the purchase of Products from Supplier; and “**affiliate**” of Gordon Food Service means any corporation, company, partnership, trust, sole proprietorship, or other entity or individual that (1) is owned or controlled by Gordon Food Service in whole or in part; (2) owns or controls Gordon Food Service in whole or in part; (3) is under common ownership or control with Gordon Food Service in whole or in part; or (4) Gordon Food Service represents or may otherwise contract on behalf of through an intercompany operating services agreement or other contractual relationship.

It is a condition of this Agreement and any Purchasing Agreement and Supplier expressly agrees that Supplier shall look solely to the entity that makes an Order with regard to any matters relating thereto, and the rights and obligations of all other entities that may purchase Products hereunder shall not be affected thereby. In consideration of any Order placed hereunder, Supplier waives any legal right or other right to recourse from such other entities in connection with any and all matters arising out of such Order.

1. Agreement. The Order is subject to the terms of the Agreement, including, but not limited to, these Terms and Conditions, and shall exclude any additional or different terms contained in Supplier’s quotation, proposal or acknowledgment, or otherwise proposed by Supplier. The Agreement contains all of the terms of the agreement between Supplier and GFS with regard to its subject matter and supersedes all prior oral or written representations, agreements and other communications between Supplier and GFS, and may only be amended by a writing signed by duly authorized officers of GFS and Supplier. If there is ever a conflict between a provision of a Purchasing Agreement and a provision of these Terms and Conditions, the provision of the Purchasing Agreement shall prevail. Unless expressly stated to the contrary in the Agreement, if Supplier continues to sell to GFS and GFS continues to purchase from Supplier after expiration or termination of the Agreement, all terms of the Agreement shall remain in effect until the parties enter into a new written agreement that supersedes such terms. In the event there is no Purchasing Agreement between GFS and Supplier, then (a) the Order is GFS’s revocable offer to buy, and GFS rejects any earlier offers that Supplier has made to sell to GFS; (b) if the Order nevertheless is in legal effect an acceptance of an earlier offer by Supplier, then GFS’s acceptance is conditional upon Supplier’s assent to all terms of the Order and these Terms and Conditions that are additional to or different from the terms of Supplier’s offer; and (c) by signing and returning a copy of the Order or by accepting the Order electronically or by shipping the Products or providing the Products, Supplier (i) accepts GFS’s offer and, if GFS’s Order is in legal effect an acceptance of an earlier offer by Supplier, and (ii) assents to all terms of the Order that are additional to or different from the terms contained in Supplier’s offer.

2. Contracting Entities. The issuance of an Order by an affiliate shall constitute only that entity’s agreement to be bound by the terms of that Order, and the affiliate will be considered the beneficiary of, and obligor under, all provisions of that Order and any Agreement with respect to the Products contemplated under such Order. Further, neither Gordon Food Service nor any other affiliate other than the affiliate issuing the Order shall have any obligation or responsibility to Supplier with respect to the Products contemplated by such Order, including, but not limited to, the payment for any Products. Gordon Food Service may enter into an Agreement solely to facilitate one of its affiliate’s issuance of an Order. In such a case, any such Agreement shall be enforceable only against the applicable affiliate and shall not be enforceable against Gordon Food Service or any other affiliate of Gordon Food Service in

any respect. The default, termination, and/or breach of any Agreement by any affiliate will be limited in effect to that affiliate and that Order and shall in no way affect the rights or obligations of Gordon Food Service or any other affiliate pursuant to their respective agreements with Supplier under any Agreement, Order or otherwise.

3. Price. All pricing is based on GFS's purchase order issuance date. The price to be paid by GFS stated on any Order shall not be increased unless specifically authorized in writing by issuance of a revised Order by GFS or as otherwise expressly permitted in a Purchasing Agreement. Supplier shall ensure accuracy of all invoices submitted in order to achieve an invoice to Order matching of at least 98%. Any marketing, purchasing volume or related programs offered by Supplier to GFS on one or more Products will be applied at the same respective rates to any other Products that GFS purchases from Supplier that are the same or similar to the original Product.

4. Taxes, Invoicing, and Payment Terms. Unless GFS agrees otherwise in writing, GFS shall not be required to pay any sales, use or other taxes (whether federal, provincial, state, or local), assessments, fees, tariffs, or duties arising because of GFS's purchase from Supplier or Supplier's manufacture, performance or sale of the Products (including, without limitation, any tax, assessment, fee or duty measured or imposed upon Supplier's income, payroll or property and any franchise tax) ("**Taxes**"), and Supplier shall be responsible and liable for paying, and shall pay, all Taxes, provided, however, if such Taxes were not in effect at the time that GFS and Supplier entered into their agreement for Supplier's production of Products for GFS, any such Taxes shall be paid by the party upon which the legal incidence of the Tax is imposed. If GFS agrees in writing to pay any Tax, then the correct dollar amount of the Tax shall be separately stated on Supplier's invoice. GFS shall not be required to pay any late charge, interest, finance charge or similar charge. GFS may elect, but shall not be obligated, to pay according to discount terms offered by Supplier. GFS's payment of the purchase price does not constitute acceptance of Products. Discount periods will be calculated from the date the Products arrive at GFS's distribution center specified in the Order. If an invoice is due on a non-business day or banking holiday observed in the applicable jurisdiction, the due date shall be extended until the next applicable business day. Supplier shall deliver to GFS an electronic invoice within 180 days of the Product delivery to GFS. In addition, Supplier shall give written notice of any claimed discrepancy in any amount paid or deducted by GFS (including, but not limited to, deductions for bad pallets, concealed damage or amounts owed by the Supplier to GFS) within 180 days of such payment or deduction. If Supplier fails to provide an invoice or written notice as described above within such period, Supplier waives any and all claims related to non-payment, amounts paid or deductions taken by GFS.

5. Packaging, Labeling, and Cartage. The following specific delivery terms shall be applicable to each delivery made by Supplier to GFS under any Order:

- GFS shall not be charged for packing or cartage expenses. Such expenses shall be paid by Supplier.
- Supplier shall include with each shipment a document listing each item and quantity separately, as indicated on the Order.
- Supplier shall not back order without prior written approval of GFS.
- GFS reserves the right to reject shipment and return Products at Supplier's expense if each container, and each package therein, are not adequate for reshipment and not marked to meet requirements of existing labeling laws, and existing weight and measure laws. Each container shall bear the name of Supplier, unless the Products bear any of GFS's proprietary brands.
- If any governmental registration or approval is required for the Products, such registration or approval shall be obtained by Supplier at Supplier's expense.
- Palletized loads shall be delivered on GFS's approved pallets only.

6. Delivery. Unless GFS specifically requests in writing to Supplier to deliver the Products using different commercial terms, Supplier shall deliver the Products DAP ("**Delivered at Place**") (Incoterms® 2020) at GFS's facility identified in the Order. Any necessary fuel, pallet, and lumber fees are the responsibility of the Supplier except where GFS has undertaken transport of the Product. If GFS manages the freight, mutually agreed upon pick-up

allowances will be deducted from the delivered invoice price or Supplier shall offer pricing based on a notional delivery using EXW (“**EX Works**”) (Incoterms® 2020) Supplier’s facility, removing any freight costs. If GFS takes delivery of all or any part of the Products at Supplier’s facility, in which case risk of loss for such Products shall shift to GFS when GFS or its shipping agent departs Supplier’s facility after taking delivery of the Products. Delivery shall be made in the quantities and at the times specified by GFS to Supplier. Unless GFS agrees otherwise in writing, Supplier shall deliver all of the Products in a single delivery and not in installments. If Supplier delivers the Products before the scheduled delivery date, GFS may, at Supplier’s expense and risk, either store them or return them to Supplier. GFS’s acceptance of an early delivery shall not change the payment terms. GFS shall not be liable for payment of Products delivered in excess of the quantities or after the times specified in GFS’s delivery instructions to Supplier. GFS will hold excess Products at Supplier’s expense and risk for ten (10) days and await Supplier’s instructions for disposition of the Products. If Supplier does not provide GFS instructions for disposition of such excess Products within ten (10) days, GFS may use or dispose of such excess Products as it pleases and charge the cost of such disposition, if any, to Supplier. In no event must GFS pay for excess Products used or disposed.

7. Changes; Cancellations. GFS may cancel, modify or suspend any Order if such cancellation, modification or suspension is made prior to shipment. GFS may at any time, by reasonable advance written notice to Supplier, change the Agreement as to (a) designs or drawings of, or specifications, standards, performance criteria, or other requirements for, the Products, (b) time, place, frequency or schedule of delivery or performance, (c) method of packing or shipment, or (d) quantity of the Products or extent of the services. With the exception of a change or suspension to delivery schedules, if any of the above changes causes a change in Supplier’s cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, if, but only if, Supplier gives GFS a written request for an adjustment within thirty (30) days after GFS notifies Supplier of the change and GFS consents in writing to the change. The Supplier shall give reasonable advance written notice to GFS of any proposed change to (a) designs or drawings of, or specifications, standards, performance criteria, or other requirements for, the Products, (b) time or place of delivery or performance, (c) method of packing or shipment, or (d) quantity of the Products or extent of the services. The Supplier shall not deliver Products with any of the aforementioned changes without prior written authorization from an authorized officer of GFS.

8. Inspection; Testing. Regardless of where GFS takes delivery of the Products, GFS reserves the right to inspect, test and approve Products described in any Order, as well as the right to reject any Products not conforming to the terms of any Order. To the extent GFS rejects Products as nonconforming, the quantities under that Order will automatically be reduced unless GFS otherwise notifies Supplier. Supplier will not replace quantities so reduced without a new Order from GFS. Non-conforming Products will be held by GFS for disposition in accordance with GFS’s written receiving requirements at Supplier’s risk. Payment for non-conforming Products shall not constitute an acceptance thereof, limit or impair GFS’s right to any legal or equitable remedy, or relieve Supplier’s responsibility for latent defects.

Supplier shall perform reasonable amounts of testing and inspection with respect to each shipment of the Products to ensure the Products comply with the requirements of the Agreement. The testing methods and procedures shall conform to the standards, specifications and other requirements (a) that GFS provides to Supplier, (b) that are prescribed by any applicable law or regulation or requirement of any governmental agency, or (c) that are otherwise specified or agreed to in writing. Upon GFS’s request, Supplier shall furnish to GFS, before or upon delivery of the Products, a copy of the results of, and a certificate of analysis with respect to, each test. Supplier shall make a record of the date, time and results of each test and the testing procedure used and shall retain all inspection and test records for two years after the Products are delivered to GFS or for any reasonable additional period that GFS specifies. Upon GFS’s reasonable request from time to time, Supplier shall furnish copies of the records to GFS at no charge. Additionally, Supplier shall cause to be performed, at its sole expense, all third-party testing GFS may reasonably request to determine whether Products provided to GFS under the Agreement conform to the standards, specifications and other requirements of the Agreement.

9. Representations, Warranties and Agreements about Supplier. Supplier represents and warrants to GFS, their customers and assigns, and agrees, that as of the date of the Agreement (or such other date or dates specified in a particular representation or warranty) that the following statements are true and correct: (a) the Agreement is the valid

and binding obligation of Supplier, enforceable against Supplier in accordance with its terms; (b) Supplier has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Agreement; (c) Supplier is and, at the time of each delivery of the Products will be, solvent; (d) neither Supplier nor Supplier's agents have offered or given, and shall not offer or give, any gratuity or thing of value to any employee of GFS; (e) Supplier and each of Supplier's agents is and shall continue to be in compliance with all laws, orders and regulations that prohibit discrimination against (1) any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age (2) qualified protected veterans, and (3) qualified individuals on the basis of disability; (f) Supplier does not, and shall continue to refrain from, selling or otherwise providing similar Products to, or through, any third party intending to sell the Products to GFS's customers at an average price less than the price provided by Supplier to GFS for similar Products under the Agreement, (g) the prices charged to GFS and stated on the Order are no higher than prices charged on orders placed by others for similar quantities under similar conditions; and (h) Supplier is entering into this Agreement on its own behalf and not as an agent for any third party. These warranties shall be in addition to any other warranties stated in this Agreement or available to GFS under applicable law. Supplier is responsible to provide GFS any information requested by GFS that is necessary or helpful to GFS in complying with any and all federal, state, provincial, local and foreign laws, regulations, standards and orders that may apply to the Products provided by Supplier under the Agreement.

10. Country of Origin Requirements. Supplier represents and warrants to GFS that it complies with all federal, state, provincial, and local country of origin labeling and related requirements ("**Country of Origin Requirements**"), and will provide GFS all reasonable assistance requested by GFS and information necessary to enable GFS to comply with the Country of Origin Requirements as they apply to Supplier's Products. In particular, Supplier will (a) label or include with all Products subject to the Country of Origin Requirements ("**Covered Commodities**") that are shipped to GFS all country of origin information that GFS is required to display or maintain with respect to the Covered Commodities; (b) comply with all record keeping and productions segregation standards required by the Country of Origin Requirements and by GFS; and (c) provide to GFS at least once each year the results of an audit of the program used by Supplier to comply with the Country of Origin Requirements performed by a third party acceptable to GFS. For the avoidance of doubt, Supplier shall indemnify GFS for any breach of this Section 10, and any such breach shall be considered a breach of Supplier's representations and warranties set forth herein.

11. Representations, Warranties and Agreements about GFS. GFS represents and warrants to Supplier that the Agreement is the valid and binding obligation of GFS, enforceable against GFS in accordance with its terms.

12. Representations, Warranties and Agreements about the Products. Supplier represents and warrants to GFS, and agrees, that (a) the Products and all materials that Supplier furnishes in connection with the services shall be new; (b) the Products and all materials that Supplier furnishes in connection with the services shall be merchantable, of good material, workmanship and quality, fit for the purposes for which GFS intends them and free from faults and defects; (c) the Products and all materials that Supplier furnishes in connection with the Products shall conform to any samples, designs, drawings, specifications, standards, performance criteria, labeling or other requirements (collectively called "**Specifications**") that are referred to in the Order or that GFS has provided to Supplier or otherwise specified or agreed to in writing, or, to the extent that any required Specifications are not referred to in the Order or provided by GFS to Supplier or otherwise specified or agreed to in writing, the Specifications provided by Supplier to GFS; (d) the Products, their manufacture, packaging, labeling, branding and sale and any services provided in connection therewith shall comply with all applicable federal, state, provincial, local and foreign laws, regulations, standards and orders; (e) Supplier shall promptly furnish to GFS all information and copies of documents (including, but not limited to, complaints, inquiries, test or inspection results and warnings) that Supplier receives from an end-user of the Products, a government agency, an employee or agent of Supplier or any other person or source and that suggests or indicates that the Products may not conform to the requirements of this Section; (f) Supplier has and follows, and will continue to have and follow, adequate quality, safety, and security procedures that will assure that the Products will comply with the foregoing warranties, representations and agreements and that are reasonably calculated to prevent acts of terrorism with respect to the Products; (g) Supplier accepts and agrees to be bound by on a continuing basis GFS's policies, procedures and requirements in effect at the time of the Order that are posted at gfs.com/supplier-terms/#policies or linked on the same webpage as these Terms and Conditions, as amended or supplemented on one or more occasions by GFS; (h) any information or attributes, including but not limited to analytical specifications,

ingredient statements, nutrition facts, any certifications (e.g., gluten free, kosher, etc.), product technical information, and food allergen information, including required disclosures (e.g., may contain soy or tree nuts, etc.), provided by Supplier to GFS regarding the Products shall be true and correct in all respects; provided further that the foregoing will include any such information or attributes provided by Supplier to GFS in any manner, including but not limited to through GFS's Clear Choice Program, through information requests or solicitations from time to time, through any GFS supplier platform or portal, or otherwise; and (i) all manufacturing and outside storage facilities that supply Products (both food and non-food goods) to GFS have undergone and, during the course of the Agreement will continue to undergo, at Supplier's cost, annual independent third party facility GMP audits and/or GFSI certifications, each as required by GFS. Upon GFS's request, Supplier shall give GFS certificates of compliance with applicable laws, regulations, standards, and orders. GFS's approval of a sample, design, drawing, specification, standard, performance criteria, or other requirement shall not relieve Supplier of any of its warranties under this paragraph, including, without limitation, its warranties of merchantability, fitness and compliance with laws. Supplier's warranties extend to future performance of the Products and survive inspection, tests, acceptance and payment and shall be considered to have been given not only to GFS but also to GFS's customers and to end-users of the Products. Supplier's warranties apply to any replacement Products that Supplier furnishes under these Terms and Conditions or otherwise.

13. Indemnity. To the maximum extent permitted by law, Supplier agrees to indemnify, defend and hold harmless GFS and each affiliate of GFS and GFS's and each such affiliate's directors, officers, employees, agents, shareholders, customers and other end-users of the Products (collectively, "**Indemnitees**"), if GFS requests, as to any claims, demands, actions, lawsuits, liabilities, losses, fines, penalties, costs, damages (including incidental, consequential, lost profits and all other damages) and expenses (including, without limitation, attorneys' fees and other legal expenses) brought against or incurred by any Indemnitee by any persons or regulatory entities because of (a) any breach by Supplier (or Supplier's employees, officers, directors, agents, or affiliates) of any of Supplier's warranties to, or agreements with, GFS in the Agreement; (b) any illness, death, injury or damage to any person or property (including any Indemnitee's property and employees) caused by the Products or by Supplier's manufacture of the Products or performance of the services attributable to Supplier's failure to produce the Products or render the services in compliance with the specifications provided by GFS or caused by Products that are defective, contaminated or negligently manufactured in any manner, or otherwise determined to be the cause of illness, injury or death to persons, or damage to property; (c) any contract or commitment entered into or made by Supplier with or to any third party that provides Products, materials or services to Supplier in connection with the Agreement; (d) any claim that the Products have or should have been recalled voluntarily or pursuant to any governmental requirement; or (e) any claim that the Products or the manufacture, sale or labeling of the Products fail to comply with any applicable laws, rules or government regulations, or claims that the labeling on any Products, or on or within the packaging for any Products, is false, misleading, deceptive, misbranded, mislabeled, or inadequate in any manner. Any provisions of these Terms and Conditions requiring Supplier to maintain insurance for property damage, personal injury, recall liability, death and economic damage shall not be construed to affect or impair the generality of the foregoing. Each Indemnitee shall have the right to participate with Supplier in the defense of any claim, which participation shall be at the Indemnitee's expense, except that if Supplier shall have failed, upon the Indemnitee's request, to assume the defense or to employ counsel reasonably satisfactory to the Indemnitee, then Supplier shall reimburse the Indemnitee, on a monthly basis, for all costs and expenses, including reasonable attorneys' fees, that the Indemnitee incurs in connection with the defense. Notwithstanding the foregoing, Supplier shall not be required to indemnify Indemnitees against or hold Indemnitees harmless from GFS's own willful misconduct or gross negligence or from claims, liabilities, losses, damages, and expenses resulting solely from GFS's breach of any of its representations, warranties, or covenants made in the Agreement.

GFS agrees to indemnify and hold Supplier and Supplier's agents and employees harmless from and against any and all claims and causes of action brought against Supplier and from any and all damages, losses, expenses, attorneys' fees, cost and liabilities sustained by Supplier arising out of GFS's willful misconduct or gross negligence in the performance of its obligations under this Agreement.

14. GFS's Rights. Without limiting other rights and remedies available to it, GFS may, at its option, (a) return nonconforming Products to Supplier, at Supplier's risk and expense, as long as GFS would then have the right under

applicable law to reject or to revoke acceptance of those Products, and require Supplier either to refund the price or promptly to repair or replace the Products, or re-perform the services, at Supplier's risk and expense, (b) retain nonconforming Products and set off losses against any amount after consultation and agreement of Supplier that GFS or any affiliate of GFS owes Supplier, or (c) repair or replace nonconforming Products or obtain conforming services from a third party, and charge Supplier with the expense. All Products sold to GFS are purchased as a guaranteed sale. GFS may, at its option, return reasonable amounts of salable inventory of such Products for full credit upon notice to Supplier. Supplier must respond to GFS within ten (10) business days of its receipt of such notice. If Supplier has not responded within ten (10) days following GFS's notice, GFS may dispose of the Products at Supplier's expense, and Supplier will promptly reimburse GFS for the cost of the Products and the disposal. If at any time (i) Supplier defaults in the performance of any of Supplier's obligations to GFS under the Agreement or under any other agreement between Supplier and GFS and Supplier fails to cure the default within a reasonable time after GFS provides notice of the default to Supplier; (ii) Supplier repudiates the Agreement; or (iii) any warranty or representation that Supplier shall have made to GFS in or in connection with the Agreement is false or misleading in any material respect, GFS may terminate the Agreement, in whole or part, without liability to GFS, and Supplier shall promptly pay to GFS all damages that GFS incurred as a result of the termination and as a result of the event or circumstance on the basis of which GFS terminated. If GFS does terminate the Agreement, then Supplier (i) shall, unless GFS directs otherwise, stop work and acquisition of materials under the Agreement and protect property in Supplier's possession in which GFS has or may acquire an interest for a reasonable period of time sufficient to allow GFS to provide for the disposition of the property; and (ii) if and to the extent that GFS demands, shall immediately deliver to GFS all finished and unfinished Products and all work-in-process and raw materials that Supplier acquired for use in the manufacture or processing of the Products and all designs, drawings, specifications, formulas and recipes related to any Products that GFS is purchasing from Supplier under the Agreement, and all intellectual property rights in the foregoing. Termination under this Section shall terminate only Supplier's obligation and right to deliver the Products under any provision of the Agreement other than this Section and shall not terminate or impair Supplier's other obligations, or any of GFS's rights, under the Agreement. In addition to GFS's rights described in these Terms and Conditions, GFS has all of the other rights and remedies that the law gives to GFS. GFS shall not lose any right just because it does not exercise it.

15. Insolvency. GFS may immediately terminate the Agreement without liability to GFS in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Supplier; (b) filing of a voluntary petition in bankruptcy by Supplier; (c) filing of an involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not withdrawn, vacated or nullified within fifteen (15) days of such event.

16. GFS's Property. Any designs, drawings, recipes, specifications, intellectual property, documents and other information GFS furnishes to Supplier in connection with Supplier's manufacture of the Products ("**GFS Property**") are and shall at all times be GFS's sole and exclusive property. While in Supplier's possession, Supplier shall (a) preserve and protect all GFS Property, (b) bear the risk of loss with respect to any GFS Property, (c) refrain from using any GFS Property for any purpose other than fulfilling its obligations to GFS, and (d) turnover all or any portion of GFS Property to GFS upon demand. If Supplier breaches or threatens to breach this Section of these Terms and Conditions, GFS's remedies at law will be inadequate. Therefore, GFS shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and GFS's rights and remedies shall be cumulative.

17. Intellectual Property and Other Proprietary Rights. Subject to Supplier's retention of its Background IP, all inventions (whether or not patentable), devices, technologies, recipes, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, and other works and matters that Supplier creates or develops in the course of Supplier's performance of the services or Supplier's design or development of the Products for GFS, including all proprietary rights in the foregoing ("**Intellectual Property**") shall be GFS's sole property, and Supplier hereby assigns, and agrees to assign, to GFS all right, title and interest that Supplier now has or in the future acquires in the Intellectual Property and agrees to cause any individuals involved in the creation of such Intellectual Property to waive any non-assignable rights therein, including moral rights. Supplier hereby assigns, and agrees to

assign to GFS, all right, title and interest that Supplier now has or in the future acquires in all copyrightable works that Supplier creates or develops in the course of Supplier's performance of the services or Supplier's design or development of the Products for GFS whether considered a "work made for hire" within the meaning of the federal Copyright Act of 1976 (United States Public Law 94-553), as amended, or otherwise. If the Products or their design are subject to any pre-existing patent rights or other proprietary rights that Supplier holds (collectively, "**Background IP**"), then Supplier grants to GFS an irrevocable, perpetual, non-exclusive, royalty-free license to use the Background IP to the extent necessary to enable GFS to modify, repair or rebuild any or all of the Products. This license is in addition to all licenses impliedly granted to GFS as a buyer of the Products. Supplier shall not use GFS's name or any trademark, trade name, service mark or trade dress that GFS owns or that is licensed to GFS or to any affiliate, without GFS's express, written consent, and Supplier shall not sell to anyone other than GFS any Products bearing any such trademark, trade name, service mark or trade dress. Supplier shall indemnify and hold each Indemnitee harmless from any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right or claim of unfair trade or of unfair competition, arising out of the manufacture, sale or use of the Products sold pursuant to any Order. Upon termination of the Agreement for any reason, Supplier shall immediately cease all use of the Intellectual Property and shall immediately turnover to GFS all Intellectual Property upon demand. If GFS and Supplier have signed a separate agreement that addresses some or all of the subject matter of this Section, then both the other agreement and this Section shall be effective, but if there is a direct conflict between them, then the conflicting provision of the other agreement shall control.

18. Confidentiality and Furnished Information. Supplier agrees that any technical information disclosed to GFS in connection with the Products covered by any Order is not confidential and Supplier will not assert any claim (other than one for patent infringement) against GFS with respect to that information. Any technical information disclosed by GFS to Supplier is confidential and Supplier agrees not to use or disclose any such information without prior written consent of GFS. Supplier shall not sell or offer to sell or otherwise provide to anyone other than GFS any Products made in accordance with any designs, drawings, specifications, standards, performance criteria or other requirements that GFS furnishes to Supplier or that incorporate, embody or are made in accordance with any of GFS's intellectual property. Supplier shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Supplier's suppliers), the Products, any designs or drawings of or specifications, technical information, standards, performance criteria or other requirements for the Products, any GFS Property or any information concerning GFS's business, operations or activities, including, without limitation, information concerning GFS's present or proposed products, product developments, plans, strategies, finances, know-how, sales, GFS customer data, GFS customer leads, GFS's marketing or sales techniques, or the existence of the Agreement or that Supplier will sell, or has sold, or has agreed to sell, Products to GFS ("**Confidential Information**"), provided, however, that Supplier may disclose Confidential Information (a) to a third party (other than a competitor of GFS or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Supplier to perform its obligations under the Agreement if, prior to any such disclosure, Supplier obtains from the third party a written statement, in a form pre-approved by GFS, that the third party agrees to be bound by the confidentiality obligations of this Section of these Terms and Conditions to the same extent as Supplier; (b) to the extent necessary to enforce its rights under the Agreement or to defend a claim arising under the Agreement; and (c) as required by applicable law and, provided further, that Confidential Information shall not include (i) information that is or becomes generally known in the industries in which GFS or Supplier operate other than as a result of disclosure by Supplier; (ii) information that is disclosed to Supplier by a party that, to Supplier's actual knowledge, is not under a legal or fiduciary duty to GFS not to disclose the information; and (iii) any information that GFS acknowledges in writing is not confidential. If Supplier breaches or threatens to breach this Section of these Terms and Conditions, GFS's remedies at law will be inadequate. Therefore, GFS shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and GFS's rights and remedies shall be cumulative. If GFS and Supplier have signed a separate agreement that addresses some or all of the subject matter of this Section, then both the other agreement and this Section shall be effective, but if there is a conflict between them, then the conflicting provision of the other agreement shall control.

19. Government Contracts. If GFS will use the Products in connection with a contract with the United States or other government, then all terms and conditions that the government contract or any law or regulation requires to be included

in the Agreement (“**Government Terms**”) are incorporated in the Agreement by reference, if applicable. If any provision of the Agreement is inconsistent with any Government Terms, then the Government Terms shall control.

20. Corrupt Practices. Supplier has not and will not perform any acts or make any payments or any other thing of value directly or indirectly in violation of graft and corruption laws of the United States of America (including the U.S. Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”)), Canada, or any other jurisdiction in which actions contemplated hereunder or under any Order may be taken (collectively, “**Corruption Laws**”). Without limiting the foregoing, supplier has not and will not, to obtain or retain business or business opportunities or for any other improper reason, corruptly make, facilitate, authorize, or offer the payment of any money or other thing of value directly or indirectly to any person. Supplier will not accept any improper payment or any promise to be paid any money or other thing of value in connection with any of the business activities contemplated by this Agreement, the Products, or any Order. Supplier will maintain policies and procedures ensuring compliance with all applicable Corruption Laws, including the FCPA. In the event Supplier engages a third party intermediary or consultant in connection with performance of this agreement, Supplier shall implement procedures to ensure compliance by the third party with applicable Corruption Laws. Any acts of Supplier or third party engaged by the Supplier that do not comply with, or that violate, any such Corruption Laws or this Section 20 shall be (i) acts of Supplier and Supplier’s alone, and cannot be imputed to nor deemed to be acts of any customer; and (ii) grounds for immediate termination of the Agreement and all Orders.

21. Insurance. Supplier shall maintain in effect, at Supplier’s expense, the following minimum insurance coverages:

- Commercial general liability insurance coverage that will protect Supplier and GFS from any and all claims and liabilities for property damage, personal injury, death or economic damage, to any person, that arises from the Supplier’s Products, their use or consumption or the performance of the services or any activities connected with the Products. Limits of \$5,000,000 per occurrence and aggregate for Suppliers who provide food items for consumption or powered food equipment; and \$2,000,000 per occurrence and aggregate for Suppliers who provide non-food items or provide services must be maintained at all times.
- Workers’ compensation if required by applicable law and employers’ liability insurance coverage.
- Auto liability coverage with a limit of \$1,000,000.

The above limits may be achieved by a combination of primary coverage and umbrella coverage. All insurance that this Section requires shall be of the types and in amounts, and shall contain endorsements, and shall be issued by insurers having an A.M. Best financial rating of “A” or better. Carriers with a rating less than “A” or that is otherwise not rated by A.M. Best must be approved by GFS in writing. Supplier shall cause GFS and each of its affiliates and related companies, and their respective directors, officers, employees and agents to be named as additional insureds under any or all of the policies evidencing the insurance. Supplier shall furnish to GFS certificates of insurance evidencing any required insurance (i) as part of any initial quote or bid to sell Products to GFS, (ii) prior to commencement of any work by Supplier for GFS or at GFS’s premises, and (iii) annually thereafter upon renewal of the insurance coverage.

22. Work on Premises. If Supplier’s performance of services or delivery or installation of Products involves operations by its employees or subcontractors on GFS’s premises or the premises of a customer of GFS, then (a) Supplier shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention, health, environmental and safety rules and regulations in force at the premises, (b) Supplier shall comply with any special work conditions that are attached to the Order, and (c) Supplier’s performance of the services shall not interfere with GFS’s use of the premises or pose any danger to GFS’s employees or invitees.

23. Services. With respect to any services, (a) Supplier is an independent contractor, and neither Supplier nor any of Supplier’s employees or agents shall be considered agents or employees of GFS, and (b) Supplier shall furnish or obtain, at Supplier’s expense, all labor, materials, equipment, transportation, facilities, permits, licenses, bonds and other items that are necessary to perform the services.

24. Unsafe or Unfit Products. If a governmental agency declares that any of the Products or any ingredient of, or any material included in, any of the Products or any packaging or supplies used in connection with the Products, or if GFS at any time believes in good faith, as a result of GFS's own inspection of the Products or by verifying an end-user complaint of any kind, that any of the Products or any such ingredient, material, packaging or supplies, (a) is or may be adulterated or misbranded (including, without limitation, situations in which the governmental agency determines there is "reason to believe" that there may be adulteration or misbranding) within the meaning of any other applicable federal, state, provincial, local or foreign law, rule or regulation, (b) fails or may fail to conform to any applicable standard or regulation issued, (c) is or may be a misbranded hazardous substance or a banned hazardous substance, (d) does not or may not conform with an applicable consumer product safety standard, or has been declared a banned hazardous product, (e) has a reasonable probability of causing serious adverse health consequences or illness or death to humans or animals, or (f) is or may be otherwise unsafe or unfit for the intended use of the Products; or, if Supplier receives any correspondence, including but not limited to correspondence from end-users, or other information that would reasonably lead Supplier to conclude that any of the declarations set forth as items (a) to (f) above are substantially likely to be forthcoming, then, without limiting other rights and remedies that are available to GFS under these Terms and Conditions or applicable law, (i) GFS or Supplier, as the case may be, shall give the other party written notice of any such declaration or potential declaration, as applicable, and shall furnish to such party copies of the declaration and of all relevant notices, documents and correspondence, (ii) if a declaration has been issued, Supplier shall stop including the ingredient or material in the Products, (iii) if Supplier has failed to produce the Products in accordance with GFS's specifications and such failure is the reason for the declaration or potential declaration, as applicable, GFS may terminate the Agreement, without liability to GFS, by giving written notice to Supplier, which shall be effective immediately or on any later date that the notice specifies, (iv) if GFS does terminate, then (A) GFS's obligations under the Agreement shall terminate immediately and GFS shall not be obligated to pay Supplier damages or other compensation by reason of the termination; and (B) Supplier shall, unless GFS directs otherwise, stop work and acquisition of materials under the Agreement and protect property in Supplier's possession in which GFS has or may acquire an interest for a reasonable period of time, (v) GFS shall have the right (A) with the consent of Supplier (which shall not be unreasonably withheld, conditioned, or delayed), to recall (i.e. purchase or repurchase) any or all of the Products, and any products made with or produced by the Products, from its customers and end-users and any others having possession of the Products, and Supplier shall reimburse GFS for all reasonable costs that GFS incurs in doing so and shall assist GFS and any applicable governmental agency in all reasonable respects in the recall, to the extent that GFS requires Supplier to do so; and (B) to return to Supplier, at Supplier's expense, all such Products, packaging or supplies that Supplier shall have previously delivered to GFS and to require Supplier to refund the price to GFS, whether or not GFS would then have the right under applicable law to reject or to revoke acceptance of those Products, packaging or supplies, (vi) to the extent that GFS requests, Supplier shall reasonably assist GFS in any or all aspects of a recall, including, without limitation, developing a recall strategy and preparing and furnishing reports, records and other information; and (vii) Supplier shall pay to GFS an amount equal to all damages that GFS incurs by reason of the declaration by the governmental agency and/or such good faith belief by GFS and any resulting recall or delay in performance or return of Products to Supplier and/or any termination of the Agreement by GFS. GFS shall have the right to cancel Orders for Products that are (1) subject to a recall, including but not limited to a voluntary recall, (2) produced at a facility that has received an unacceptable plant audit report, or (3) produced at a facility whose FDA registration or equivalent registration if not governed by the FDA has been, or is reasonably expected to be, suspended. GFS's right to cancel set forth in the immediately preceding sentence extends to all Products affected by the applicable event and to unrelated Products that come from the same facility.

25. Export and Import Requirements; Drawback and Refund Rights. If the Products are destined to be exported outside of Canada or the United States, Supplier shall be solely responsible to comply with and abide by all applicable export formalities and regulations as exporter of record. Supplier shall prepare, maintain and, to the extent that applicable law, regulation or customs authority requires it to do so, submit to the applicable customs authorities, all information and documentation that is necessary to comply with the applicable customs and export requirements of each country from which the Products will be exported, and Supplier shall comply with all other applicable customs requirements.

Unless expressly agreed otherwise, it is the responsibility of GFS to carry out all customs formalities as importer of record (“**IOR**”) for the import of the Products. As IOR, GFS shall be liable to pay all customs duties, sales tax and any other taxes or duties that may be applicable or assessed, as a result of such importation.

Supplier shall cooperate fully with GFS and its customs broker(s) with respect to the importation of the Products and shall provide forthwith GFS and its customs broker(s) all necessary information and documents (including, without limiting the generality of the foregoing, complete, detailed and accurate Product specifications, marketing documents, customs letters/rulings, commercial invoice, shipping documents, and certifications of origin under the United States-Mexico-Canada Agreement/Canada-United States-Mexico Agreement (“**USMCA/CUSMA**”) or similar free trade agreement, if applicable) in connection with the importation of the Products and their tariff classification. Suppliers shall promptly notify GFS of any change in Product specifications including, for greater certainty, any change in formulation or ingredients that would impact the tariff classification of such Products. Suppliers shipping Products with USMCA/CUSMA origin shall, at the request of GFS, complete and send a USMCA/CUSMA Certification of Origin with the commercial invoice for approval by GFS. The USMCA/CUSMA Certification of Origin should cover all eligible merchandise on the commercial invoice so that GFS can claim CUSMA/USMCA duty preference at the time of import. Whenever GFS requests it to do so, Supplier shall promptly furnish to GFS copies of that information and documentation. GFS may request that Supplier provides information to support USMCA/CUSMA or other applicable free trade agreement eligibility to the relevant customs authorities upon request. Upon approval of a shipment by GFS, Supplier shall promptly furnish copies of the commercial invoice and all shipping documents to GFS’s customs broker. For sea freight shipments the referred shipping document is an “express bill of lading”. If an “express bill of lading” is not available; at least one week prior to the vessel’s arrival, Supplier should send by courier, and by email the original bill of lading to GFS and its customs broker. For truck shipments, at time of shipment, Supplier shall send the commercial invoice and truck bill of lading to GFS with a copy to its customs broker. Supplier agrees to indemnify and hold harmless the Indemnitees and defend any Indemnitees, if GFS requests, as to any claims, liabilities, losses, damages (including incidental, consequential, lost profits and all other damages) and expenses (including, without limitation, attorneys’ fees and other legal expenses) brought against or incurred by any Indemnitee because of any breach by Supplier of the foregoing or any inaccuracies or errors in connection with any of the above-mentioned documents or information provided by Supplier (or its agent) to GFS and/or its customs broker(s).

Supplier is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the Products are to be imported.

Supplier assigns and transfers to GFS all transferable customs duty and tax drawback or refund rights relating to the Products, including rights developed by substitution and rights that Supplier acquires from its suppliers. Supplier shall promptly inform GFS of each such right and, upon GFS’s request, shall promptly provide to GFS all documents and information that are required for GFS to obtain each such drawback and refund.

If GFS determines that, in connection with GFS’s purchase of any Products from Supplier under the Agreement, GFS is required under any federal, state, provincial, local or foreign laws, regulations, standards, and/or orders, to (a) implement a foreign supplier verification, or similar, program or (b) take any action in furtherance of obtaining verification or certification that Supplier is in compliance with federal, state, provincial, local and/or foreign laws, regulations, standards and/or orders, including, then GFS shall have the right to terminate the Order giving rise to such requirement, without any liability to GFS. If GFS does not terminate the Order, then Supplier shall (1) use commercially reasonable efforts to assist GFS in implementing the program and obtaining all applicable verifications and certifications (including, without limitation, providing GFS, at Supplier’s expense, with all the information in Supplier’s possession, or that Supplier can obtain with commercially reasonable efforts, that GFS needs to implement the program and obtain the verifications and certifications) and (2) reimburse GFS for all expenses reasonably incurred by GFS in implementing the program and obtaining the verifications and certifications.

If GFS determines that any of the Products GFS orders from Supplier are eligible for any voluntary importation program that would allow for the expedited importation of the Products into the United States under any federal, state, local or foreign laws, regulations, standards, and/or orders, then Supplier shall (1) use commercially reasonable efforts to assist GFS in qualifying for the program (including, without limitation, providing GFS, at Supplier’s expense, with all the information in Supplier’s possession, or that Supplier can obtain with commercially reasonable efforts, that

GFS needs to qualify for the program) and (2) reimburse GFS for all expenses reasonably incurred by GFS in qualifying for the program.

In the event Products supplied to GFS are subject to a notice of redelivery related to compliance with any importation or customs-related requirement, Supplier shall be solely responsible for the costs of such redelivery and return of the Products to GFS, including costs to GFS related to such redelivery requirement.

In the event Products are subject to retroactive increase in any import duties, taxes, or fees, including as a result of any adjustment in applicable anti-dumping or countervailing duties already paid or deposited, unless explicitly agreed to by GFS in writing, Supplier shall be solely responsible for tender of any duty increase and interest payment, and shall not be entitled to an adjustment of any price already paid or agreed to be paid by GFS.

26. Sanctions and Embargoes. Supplier shall not source Products directly or indirectly, whether in whole or in part, from or through any country that is subject to embargo-type sanctions imposed by the U.S. government (as of the date of this agreement, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or any person or entity that is designated on an applicable list of restricted persons, including but not limited to the Specially Designated Nationals and Blocked Persons List and other sanctions lists enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Consolidated Canadian Autonomous Sanctions List, the Consolidated list of persons, groups and entities subject to EU financial sanctions enforced by member states of the European Union, the HM Treasury sanctions list enforced by the UK government, and the United Nations Security Council Consolidated List of sanctioned persons (collectively, a "**Restricted Person**"). Supplier shall not use, hire, or retain any Restricted Person, or a vessel or aircraft designated on any restricted party list, in the transport of the Products to GFS. Supplier furthermore affirms that it is not, nor is it owned or controlled directly or indirectly whether in whole or in part, by any Restricted Person.

27. Forced Labor and Human Trafficking. Supplier represents that all goods or products supplied to GFS are manufactured without the use of forced labor (including the use of convict, indentured, slave, bonded, or other involuntary labor), child labor (including the employment of persons younger than the age of 14 or the local legal minimum working age, whichever is higher, or employment that otherwise violates applicable child labor laws in the jurisdiction where the work is performed), or human trafficking. Supplier represents that all goods or Products supplied to GFS have been manufactured and shall continue to be manufactured in accordance with all applicable Anti-Slavery and Anti-Human Trafficking Laws in the United Kingdom, United States, and other countries where Supplier operates, including, without limitation, the United Kingdom's Modern Slavery Act of 2015, the California Transparency in Supply Chains Act of 2010, and other supply chain requirements enforced by U.S. Customs and Border Protection ("**CBP**"). Supplier represents that none of the goods or Products supplied to GFS have been or will be subject to a Withhold Release Order by CBP. Supplier agrees to notify GFS immediately of any and all material changes at a Supplier factory or facility that supplies goods or Products to GFS with respect to forced labor or human trafficking risk factors or of any material changes that would affect the accuracy of any representation relating to forced labor, child labor, and/or human trafficking. Supplier further agrees to notify GFS of any and all allegations from any source of forced labor or human trafficking with respect to its operations in any country or the manufacture of any Product. Supplier represents that none of the goods or Products provided to GFS appears on any lists published by any governmental entity of goods produced by forced labor including the Bureau of International Labor Affairs List of Goods Produced by Child Labor or Forced Labor (collectively, "**Forced Labor Lists**"). If any goods or Products provided to GFS do appear on any Forced Labor List (meaning any goods on the list from the associated country(ies) on such list), Supplier shall promptly notify GFS in writing, and shall certify that it has made reasonable, good-faith efforts to determine whether the particular supplies or products at issue were produced with forced labor or child labor and has concluded that they were not. Upon making such a determination, Supplier agrees to allow GFS either to (1) review the documents and information demonstrating such good-faith efforts and supporting the Supplier conclusions or (2) reject the goods at issue.

28. Records. Supplier shall maintain complete and accurate records of all transactions and activities of Supplier that relate to Supplier's sales of Products under the Agreement and shall permit GFS and its agents, upon reasonable prior notice, to enter Supplier's premises during Supplier's normal business hours to inspect the facility and those records that are reasonably asked for and are reasonably available, to the extent that GFS believes in good faith that an

inspection and/or audit of the facility and/or records is necessary to determine whether Supplier is complying or has complied with its obligations under the Agreement. Supplier shall furthermore comply with all recordkeeping requirements under applicable laws with respect to Products supplied to GFS.

29. Security Interests. Supplier shall not have and waives, and shall not file or record any document claiming, any security interest in or lien (including any statutory or common law lien) upon any GFS Property or the Products.

30. Relationship of Parties; Brokers. The relationship between Supplier and GFS is and will be that of seller and buyer and not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship, unless expressly provided in another agreement between the parties. The parties expressly acknowledge that any broker engaged as part of the business relationship between GFS and Supplier is and shall always be an agent of Supplier and GFS shall have no responsibility to, or control over, such third party broker.

31. Survival; Severability. The representations and warranties about the Products, the representations and warranties about Supplier and Supplier's indemnity obligations contained in this Agreement shall be continuing obligations and shall survive the termination or expiration of any Purchasing Agreement or the termination or expiration of this Agreement. If any provision of the Agreement is invalid or unenforceable, all other provisions of the Agreement shall remain in full force and effect.

32. Notices. Any notice or other communication that is required or permitted under the Agreement shall be in writing and shall be effective (a) when personally delivered or sent via telecopy or electronically to a facsimile number or an email address specified in the Order, (b) the next business day after delivery to a nationally-recognized overnight delivery service designated for next business day delivery with all charges prepaid, or (c) three (3) days after mailing if sent by certified mail, return receipt requested, postage prepaid, addressed to GFS or Supplier, as applicable, at its address specified in the Order or to another address that a party shall specify to the other by written notice, except that a notice or other communication may be given orally, including by telephone, if it is confirmed by written notice given the same day.

33. Remedies; No Implied Waiver. The remedies in the Agreement shall be cumulative and in addition to any other remedies allowed to GFS under applicable law. The failure of either party at any time to require performance by the other party of any provision of the Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Agreement constitute a waiver of any succeeding breach of the same or any other provision.

34. Limitation of Damages; Time Period to Commence Action. **GFS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF SUPPLIER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUPPLIER'S ATTORNEY FEES. ANY ACTION RELATED TO DISCREPANCIES IN AMOUNTS PAID OR DEDUCTED MUST BE BROUGHT WITHIN 180 DAYS OF THE DATE OF SUCH PAYMENT OR DEDUCTION.**

35. Set Off. GFS or its affiliates have the right to set off any sums due to Supplier under the Agreement against any sums due from Supplier to GFS or its affiliates for damages, refunds or otherwise, whether or not those sums are due to GFS or its affiliate under that Agreement.

36. Assignment. Supplier shall not assign its rights or delegate, subcontract or assign its duties under the Agreement without GFS's prior written consent, which may be withheld for any reason. GFS's consent to Supplier's delegation, subcontracting or assignment of any obligation of Supplier under the Agreement shall not relieve Supplier of responsibility or liability for performance of the obligation.

37. Successors. The terms of the Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties.

38. Subsequently Acquired Entities, Divisions, or Product Lines. GFS shall have the option, in its sole discretion, to include within the scope of the Agreement any entities, divisions or product lines acquired by Supplier during the time period that the Agreement remains in effect. Further, should GFS or any of its affiliates acquire the business or assets

of a third party who has an existing agreement with Supplier, or be acquired by such a third party, GFS and its affiliates shall have the option of purchasing Products pursuant to either agreement at GFS's and its affiliates' exclusive discretion.

39. Construction. The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions. Unless the context otherwise requires, as used in these Terms and Conditions, all terms used in the singular shall be deemed to refer to the plural as well, and vice versa. Whenever the words "include," "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation."

40. Additional U.S. Provisions. THE TERMS OF THIS SECTION ONLY APPLY TO ORDERS SUBMITTED BY GORDON FOOD SERVICE, INC. AND ITS U.S. AFFILIATES, AND DO NOT APPLY TO ORDERS SUBMITTED BY GORDON FOOD SERVICE CANADA LTD. AND ITS CANADIAN AFFILIATES.

A. Delivery. Notwithstanding the language in Section 6 of these Terms and Conditions, if GFS's facility and Supplier's facility from which the Products will be shipped are both located in the United States, then Supplier shall deliver the Products F.O.B. (as that term is defined in the Michigan Uniform Commercial Code) GFS's facility identified in the Order and shall be made at Supplier's expense and risk of loss.

B. Representation, Warranties and Agreements about Supplier. In addition to the provisions listed in Section 9 of these Terms and Conditions, Supplier also provides the following representations and warranties: (i) the equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 12138, Section 8 of the Small Business Act, as amended (15 USC § 637), all implementing regulations under those Orders, VEVRAA and those sections, and 41 CFR 60-1.4(A), 41 C.F.R. §60-300.5(A) and 41 C.F.R. §60-741.5(A), as applicable; (j) any oral or written merchandise plan, advertising or promotion plan, payment, discount, or allowance and/or any service or facility Supplier (either directly or through its agents) offers, gives, or pays to GFS, complies with the applicable provisions of the Clayton Act, as amended by the Robinson-Patman Act, and the Federal Trade Commission Act; (k) Supplier is and shall continue to be in compliance with all applicable federal, state, local and foreign laws, regulations, standards and orders, including, without limitation, the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, as amended ("**Bioterrorism Act**") and the FDA Food Safety Modernization Act (the "**FSMA**") and all regulations issued under either such Acts; and (l) Supplier shall include in a conspicuous location on each bill of lading the following certification: *We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of labor issued under section 14 thereof.*

C. Country of Origin. In addition to the provisions in Section 10 of these Terms and Conditions, Supplier represents and warrants to GFS that it complies with the labeling, marking, and related requirements of the Tariff Act of 1930, as amended by the Customs Modernization Act, those contained in the Agricultural Marketing Act, as amended by the 2002 Farm Bill, and the implementing regulations.

D. Representation, Warranties and Agreements about the Products. In addition to the authorities listed in section 12(d) of these Terms and Conditions, Supplier represents and warrants to GFS, and agrees, that the Products comply with all applicable laws, including, without limitation, the Fair Labor Standards Act of 1938, the Federal Child Labor Act, the Agricultural Marketing Act of 1946, the Occupational Safety and Health Act of 1970, the Federal Food, Drug, and Cosmetic Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Fair Packaging and Labeling Act and the Poison Prevention Packaging Act of 1970, the Poultry Products Inspection Act, the Federal Meat Inspection Act, Food Allergen Labeling and Consumer Protection Act of 2004, the Flammable Fabrics Act, the Federal Hazardous Substances Act, the Textile Fiber Products Identification Act, the Wool Products Labeling Act of 1939, the Fur Products Labeling Act, the Consumer Product Safety Act, the Occupational Safety and Health Act of 1970, 29 U.S.C. §651et q. and all standards, rules, regulations and orders issued pursuant thereto, the Copyright Act of 1976 and state and federal trademark laws and patent laws, the Bioterrorism Act, and the FSMA, as each may be amended from time to time.

E. Government Clauses. “**Government Terms**” defined in Section 19 of these Terms and Conditions includes, but is not limited to the requirements of 41 C.F.R. 60-1.4(a), 41 C.F.R. §60-300.5(a) and 41 C.F.R. §60-741.5(a). These regulations prohibit discrimination against (1) any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age; (2) qualified protected veterans; and (3) qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

F. Indemnity. The use of “applicable laws, rules or government regulations in Section 13(e) shall include, but not be limited to, the laws, rules and regulations of the U.S. Food and Drug Administration (FDA), U.S. Department of Agriculture (USDA), and Federal Trade Commission (FTC).

G. Unsafe or Unfit Products. The following language will be substituted for the provisions in Section 24(a)-(e): (a) is or may be adulterated or misbranded (including, without limitation, situations in which the governmental agency determines there is “reason to believe” that there may be adulteration or misbranding) within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or any other applicable federal, state, local or foreign law, rule or regulation, (b) fails or may fail to conform to an applicable standard or regulation issued under the Flammable Fabrics Act, as amended, (c) is or may be a misbranded hazardous substance or a banned hazardous substance within the meaning of the Federal Hazardous Substances Act, as amended, (d) does not or may not conform with an applicable consumer product safety standard, or has been declared a banned hazardous product, under the Consumer Product Safety Act, as amended, or (e) has a reasonable probability of causing serious adverse health consequences or death to humans or animals, within the meaning of the FSMA and/or Bioterrorism Act.

H. Governing Law. The sale of Products in accordance with the Agreement shall be governed in all respects by the laws of the State of Michigan without giving effect to its conflict of law principles.

I. Jurisdiction and Venue. Supplier and GFS agree that any action arising out of the sale of Products in accordance with the Agreement will be brought, heard and decided exclusively in the state or federal courts in Kent County, Michigan. Supplier submits to personal jurisdiction in Michigan and acknowledges that venue for such action in Kent County, Michigan is proper and appropriate.

41. Additional Canadian Provisions. THE TERMS OF THIS SECTION ONLY APPLY TO ORDERS SUBMITTED BY GORDON FOOD SERVICE CANADA LTD. AND ITS CANADIAN AFFILIATES, AND DO NOT APPLY TO ORDERS SUBMITTED BY GORDON FOOD SERVICE, INC. AND ITS U.S. AFFILIATES.

A. Representations, Warranties and Agreements about Supplier. In addition to the provisions listed in section 9 of these Terms and Conditions, Supplier represents and warrants to GFS, and agrees, that Supplier is and shall continue to be in compliance with all applicable laws, including, but not limited to, the CFIA Safe Foods for Canadians Act and the Corruption of Foreign Public Officials Act, and other similar laws and regulations issued under such acts.

B. Strategic Partner. GFS’s strategic partner, Atlantic Grocery Distributors Ltd. (“**AGD**”) shall be a third-party beneficiary and, at AGD’s election, be entitled to all of the rights and benefits afforded to GFS under the Purchasing Agreement and any addenda or amendments to the Purchasing Agreement. AGD shall be solely responsible for any purchases or transactions with Supplier. GFS is not liable for any transactions conducted between Supplier and AGD, nor any acts or omissions of AGD. AGD and GFS are independent contractors and not partners or joint venture with each other or with Supplier. Neither the Purchasing Agreement or an Order placed by AGD shall create joint liability or joint and several liability among AGD and GFS.

C. Payment. All transactions between GFS and Supplier shall be conducted in Canadian dollars. In addition to invoicing terms, GFS shall only be invoiced by Supplier for any provincial or federal tax (except franchise taxes and taxes on Supplier’s income) that result from the sale of Products in Canada and is legally borne by the purchaser under applicable law.

D. Governing Law. These Terms and Conditions shall be construed and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding reference to conflicts of law

principles. Neither the Uniform Commercial Code, nor the United Nations Convention for the International Sale of Goods shall apply to these Terms and Conditions.

E. Jurisdiction and Venue. The parties agree that any action arising out of the sale of Products in accordance with these Terms and Conditions will be brought, heard and decided exclusively in the courts in the Province of Ontario. Supplier submits to personal jurisdiction in the Province of Ontario, and acknowledges that such venue is proper and appropriate.

F. Language. The parties have requested that this document be drafted in English. *Les parties ont demandés que ce document soit rédigé en anglais.*