

TERMS AND CONDITIONS OF PURCHASE

SHAMROCK FOODS COMPANY, AN ARIZONA CORPORATION BROADLINE DIVISION

1. Entire Agreement. The Agreement constitutes the entire agreement between Shamrock and Supplier on the subject of any purchase(s) by Shamrock from Supplier, superseding all prior written and oral communications and negotiations. “**Agreement**” means the Purchase Agreement (including these Purchase Terms), as supplemented by the consistent terms in (a) any request for proposal, order, or other similar document provided by Shamrock to Supplier (the “**Shamrock Document**”), and (b) Shamrock’s Operating Policies in effect from time to time, a current copy of which can be found at <https://www.shamrockfoodservice.com/suppliers/> (the “**Operating Policies**”). Shamrock hereby objects to any additional, conflicting, contrary, or otherwise different terms contained in any of Supplier’s quotations, acknowledgments, invoices or other forms, or in any other correspondence from Supplier (collectively, the “**Supplier Form Documents**”), in each case whether submitted in writing, electronically, or posted on any website. The Agreement shall prevail in the event of any conflict between the Agreement and the terms and provisions of any Supplier Form Documents which purport to add to, vary, modify, are contrary to, or conflict in any way with the terms and provisions of the Agreement, with all such terms and provisions of the Supplier Form Documents to be deemed deleted and without any force or effect. The Agreement may be amended only by a writing signed by Shamrock and Supplier.

2. Governing Law. EACH SALE BETWEEN SUPPLIER AND SHAMROCK, AND ANY DISPUTE ARISING UNDER THE AGREEMENT, SHALL BE GOVERNED AND CONSTRUED UNDER THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF ARIZONA AND THE U.S. (WITHOUT REFERENCE TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER STATE). THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Shamrock and Supplier each irrevocably and unconditionally agree that any controversy, claim, or dispute arising out of or relating to the Agreement shall be brought in any court of competent jurisdiction in the state and federal courts located in Maricopa County, Arizona, and each party hereby irrevocably and unconditionally submits to the sole and exclusive personal jurisdiction of such courts. TO THE EXTENT PERMITTED BY LAW, SHAMROCK AND SUPPLIER HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any action or suit against Shamrock in any way arising from or related to the Agreement or the Products must be commenced within one (1) year after the cause of action has accrued.

3. Orders; Changes in Orders. Supplier shall have forty-eight (48) hours to accept or reject each order submitted by Shamrock; any order not rejected in such forty-eight (48)-hour period shall be deemed accepted. Shamrock reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings, and data incorporated in the Agreement, where the Products to be furnished are to be specially manufactured for Shamrock, (b) methods of shipment or packing, (c) place of delivery, and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of an order, an equitable adjustment will be made in the price or delivery

schedule, or both, or Shamrock may, at its option, cancel the order pursuant to Section 14 hereof if agreement on an equitable adjustment cannot be reached. Any claim by Supplier for adjustment under this Section will be deemed waived unless asserted in writing within twenty (20) days from receipt by Supplier of the change order. Price increases or extensions of time for delivery for previously-accepted orders will not be binding on Shamrock unless evidenced by an order change notice issued and signed by Shamrock. No substitutions, changes, or modifications of the ordered Product will be made except upon Shamrock’s written agreement.

4. Prices. The prices of the Products shall be as set forth in the Shamrock Document, unless otherwise agreed by Shamrock and Supplier in writing. Such prices include, and Supplier is responsible for, all costs of sorting and segregating of the Products at the applicable Shamrock delivery location, as well as any costs and fees related to delivering, shipping, insurance, unloading (including any detention fees, demurrage fees, or lumper fees, whether the lumper is hired separately or the carrier is paid additional compensation for lumper services). No additional costs, fees, surcharges, or expenses of any kind shall be added to the Product prices without the advance written consent of Shamrock. No price increase shall be permitted on accepted orders; for other price increases, unless otherwise provided in the Agreement, Supplier shall provide at least forty-five (45) days’ advance written notice of any increases in the Product prices in accordance with the procedures set forth in the Operating Policies. Such written notice shall include all information required for price changes as set forth in the Operating Policies. Any attempted Product price increase without such written notice shall be of no force or effect. Supplier shall immediately notify Shamrock of any decreases in the Product prices, and any such decreases shall be effective immediately.

5. Payment Terms; Invoices. Supplier shall invoice Shamrock for the Products ordered by Shamrock upon delivery of such Products to Shamrock or its designee, and unless otherwise agreed to by Shamrock and Supplier in a separate writing, Shamrock shall pay Supplier all undisputed amounts owed for such Products that conform to the applicable specifications within thirty-one (31) days after Shamrock’s receipt of such invoice therefor; provided that Shamrock shall receive a two percent (2%) discount if Shamrock pays such undisputed amounts within thirty (30) days. The calculation for invoice cash discounts and allowances will be based on the gross amount of the invoiced Products. If there is a pricing discrepancy when comparing the invoice amount to Shamrock’s order or the Products received, the processing of the invoice may be delayed and Shamrock will still be entitled to take the cash discount. Shamrock reserves the right to pay by check or EFT/ACH funds transfer, and Supplier shall provide a single address for all Shamrock remittances. Invoices shall be considered paid on the date the check is postmarked and mailed to Supplier. For each order of the Products submitted by Shamrock, Supplier shall only submit a single invoice. Multiple orders shall not be combined on a single invoice without the prior written consent of Shamrock. Shamrock must be notified in writing of any invoice payment discrepancy within ninety (90) days of payment. Supplier correspondence on open invoices must be initiated within six (6) months of the initial invoice date. Regardless of the Products listed on Supplier’s invoice, unless otherwise agreed by

Shamrock in writing, Shamrock will only be obligated to pay for the quantity of the Products set forth in an order submitted by Shamrock that is delivered to Shamrock or its designee in accordance with Section 8, the shipping & receiving requirements of the Operating Policies, and in conformance with the specifications.

6. Setoff. Supplier may not set off any amount due from Shamrock, whether under the Agreement or otherwise, against any amount due to Shamrock hereunder. Shamrock may set off any amount due from Supplier, whether under the Agreement or otherwise, against any amount due to Supplier hereunder. Without limiting the generality of the foregoing, Shamrock reserves the right to deduct allowances, bill backs, returns and other receivables including assessments and fees from outstanding Supplier payables and those passed through from applicable marketing and buying organizations, if any; Shamrock also reserves the right to require payment of such amounts by Supplier by check or EFT/ACH funds transfer upon Shamrock's demand therefor.

7. Taxes. Shamrock will not be liable for any federal, state, or local taxes, duties, tariffs, customs, assessments, imposts, or similar charges of any nature in connection with the sale, purchase, transportation, use, or possession of the Products ordered hereunder, all of which shall be borne by Supplier.

8. Delivery; Title and Risk of Loss. Unless otherwise agreed by Shamrock in writing, the shipping terms for the Products purchased hereunder are (a) F.O.B. Shamrock's or its customer's facility (as defined in the Arizona Uniform Commercial Code) for domestic shipments, and (b) DDP Shamrock's or its customer's facility (as defined in *Incoterms 2020*) for international shipments. Upon Shamrock's request, Shamrock will have the right to route all shipments. Supplier will deliver the Products in the quantities and within the time (which is of the essence) set forth in the Shamrock Document. All deliveries must be scheduled and delivered in accordance with the Operating Policies; inbound loads will only be received when they are scheduled in accordance with the Operating Policies. Failure of Supplier to comply with the requirements of this Section will entitle Shamrock, in addition to any other legal rights or remedies, to cancel any order and be relieved of all liability for any undelivered portion. Regardless of shipping terms, title to and risk of loss of the Products shall pass to Shamrock upon acceptance of the Products by Shamrock or its designee at the applicable facility of Shamrock or its designee.

9. Delay; Scheduling. In the event that shipment is delayed beyond the last date on which shipment by the method contemplated herein would result in delivery guaranteed on or before the required delivery date in the Shamrock Document, Supplier will make shipment by the most expeditious available method of transportation, and any additional cost of such shipment will be borne by Supplier. If shipment is delayed for any cause, Supplier must report the same to Shamrock promptly. Failure of Shamrock to insist upon strict performance will not constitute a waiver of any of the provisions of any order or waiver of any default. Supplier will not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Shamrock's delivery schedule in the Shamrock Document. Any Products received in advance of Shamrock's delivery schedule set forth in the Shamrock Document may, at Shamrock's option, be returned at Supplier's expense or be accepted and payment withheld until after the scheduled delivery date.

10. Inspection; Acceptance; Rejection. All Products are subject to Shamrock's (or its designee's) inspection and approval; provided, however, such inspection, testing, or failure to inspect or test the Products does not constitute acceptance of the Products, affect any right of Shamrock, or relieve Supplier of any of its responsibilities, including with respect to warranties, inspection, and quality control. Supplier will permit Shamrock and its authorized representatives with access during regular business hours, or outside of regular business hours upon reasonable request, to Supplier's management personnel

and facilities to monitor, inspect, and audit Supplier's performance of the Agreement, including, but not limited to, the quality of the Products and Supplier's manufacturing processes. Supplier agrees to cooperate fully with Shamrock in connection with any audit or inspection. Shamrock may, at its option, reject any Products that fail to conform strictly to the requirements of the Agreement (including, without limitation, the warranties under the Agreement) or that have Concealed Supplier Damage (as that term is defined in the Operating Policies). Failure to comply with the shipping and receiving requirements of the Operating Policies may result in rejected Products.

11. Warranties. Supplier warrants and covenants to Shamrock, its customers, and their end-users that all Products will: (a) conform, in all respects, to the applicable specifications, standards, drawings, samples, descriptions, and quality requirements furnished by Shamrock for the Products; (b) be useable and merchantable; (c) be of good quality; (d) be free from defects, latent or otherwise, in design, materials, and workmanship; (e) comply with, will continue to comply with, and will be sourced, harvested, manufactured, distributed, processed, tested, certified, weighed, packaged, wrapped, inspected, marked, sold, stored, tagged, shipped, labeled, promoted, advertised, and registered accurately and in compliance with all federal, state, and local laws, rules, regulations, ordinances, and orders (collectively, "**Laws**"), including (i) the Federal Food, Drug, and Cosmetic Act (the "**FDCA**") and all other Laws or requirements overseen by, enforced by, or under the jurisdiction of the U.S. Food and Drug Administration ("**FDA**"), (ii) the Food Safety Modernization Act and all of its implementing regulations, (iii) if applicable, California Proposition 65, the Fair Packaging and Labeling Act, and their implementing regulations, (iv) Cal. Health & Safety Code § 109000; Colo. Rev. Stat. Ann. § 25-15-603; N.Y. Env't Conserv. Law § 37-0203; Vt. Stat. Ann. tit. 18, § 1671, Me. Rev. Stat. tit. 32, § 1732; or any other Law regulating the presence of perfluoroalkyl and/or polyfluoroalkyl substances ("**PFAS**") in food packages or food packaging (to the extent that any Products supplied by Supplier to Shamrock consists of or contains any "food package" or "food packaging" as defined by such Laws), (v) if applicable, the requirements of Washington State's Recycling, Waste, and Litter Reduction Laws (RCW Chapter 70A.245) and Healthy Food Packaging Act (RCW Chapter 70A.222), including, without limitation, that Supplier will register itself and list all covered Products it sells to Shamrock, and will comply with all recycled content requirements and restrictions on the sale or distribution of expanded polystyrene products and packaging containing PFAS, (vi) if applicable, the requirements of EPR Laws (as defined in Section 18) and all of their implementing regulations, and (vii) all Laws governing inspection of meat, poultry, or egg products, including, without limitation, the Federal Meat Inspection Act and California Proposition 12 and their implementing regulations (to the extent the Products contain meat, poultry, or egg); (f) be new, of the highest quality, and conveyed by Supplier to Shamrock with good title, free and clear of all liens, claims, encumbrances, interests, or other rights of Supplier or third parties; (g) not, either upon delivery or in the future, infringe upon, violate, or misappropriate any present or future patent, trademark, service mark, trade secret, copyright, proprietary, or other intellectual property right of any third party; (h) not be adulterated, mislabeled, or misbranded within the meaning of FDCA or any other Laws, in each case, at the time of shipment and delivery; (i) not be articles which cannot be introduced into interstate commerce under the provisions of the FDCA; and (j) be packaged and labeled with true and accurate net weights, measurements, contents, ingredients, and sizes. Supplier acknowledges that Supplier knows of Shamrock's intended use of the Products and/or for which the Product is labeled, advertised, or otherwise promoted, and expressly warrants that the Products are fit, safe, and sufficient for consumption or the particular purposes intended by Shamrock, Shamrock's customers, and their end-users. To the extent Supplier is providing a service to Shamrock, Supplier warrants such service will be performed with

reasonable care in a competent and workmanlike manner, and in accordance with applicable Laws. The foregoing warranties shall survive inspection, delivery, and payment, and shall run in favor of Shamrock, its successors and assigns, and its customers, whether direct or indirect. In addition to, and without limiting the above warranties, Supplier hereby assigns to Shamrock all warranties for the Products made by third parties, if applicable. Supplier shall ensure that all third-party warranties applicable to any Products are for the benefit of Shamrock and are sufficient for Shamrock's intended uses of the Products. Supplier shall assist Shamrock as requested to receive warranty and other support from such third parties. Copies of all such third-party warranties shall be provided by Supplier upon Shamrock's request.

12. Remedies. If Shamrock rejects any Products under Section 10 or if Products are found to be unsatisfactory, defective or inferior in quality, or not to conform to the applicable specifications or any other requirements hereof (including Supplier's warranties in Section 11), in addition to all other remedies available to it at law or in equity, Shamrock may retain such Products at an adjusted Price, hold such Products at Supplier's risk and expense pending Supplier's instructions, return or dispose of such Products as set forth in the Operating Policies (in each case at Supplier's expense and risk of loss), and/or elect to, without any liability owed to Supplier, at no charge to Shamrock, and at Supplier's cost and expense: (a) require Supplier to reprocess or replace the Products, or refund or pay to Shamrock the Applicable Product Cost; (b) purchase similar Products from another source and reduce the quantities of the Products under the Agreement (and refund any corresponding payment), and Supplier shall pay Shamrock's costs of cover; and/or (c) exercise any other right(s) provided to Shamrock in the Agreement or available at Law (as defined in Section 11). Supplier shall assume all risk of loss or damage in transit to such Products returned by Shamrock. Supplier will not replace any rejected or defective Products unless so directed by Shamrock in writing; and Supplier will not charge Shamrock, and Shamrock has no obligation to pay Supplier, to reprocess, or replace, any nonconforming Products. Shamrock shall also have the right to cancel any unshipped portions of any order. Supplier will be liable for, and shall reimburse Shamrock for, all liabilities, damages, losses, costs, and expenses associated with any rejected, defective, or otherwise non-conforming Products, including, without limitation, any costs associated with storing, handling, destroying, packing, inspecting, sorting, testing, reprocessing, returning, or replacing the Products, transportation, effecting cover, or claims by Shamrock's customers. In addition to the foregoing, Supplier shall pay to Shamrock the following fees, as liquidated damages and not as a penalty: (i) a case handling fee for all cases impacted; (ii) a dump fee for all cases disposed of by Shamrock; (iii) a restocking fee for all removed/dumped Product to resupply with new product; and (iv) any additional fees incurred by Shamrock, such as, obtaining additional wastebins and/or other fees associated to properly execute disposition (collectively, the "**Return Fees**"); in each case, in accordance with Shamrock's fee schedule in effect from time to time, which is hereby incorporated into this Agreement by this reference (the "**Fee Schedule**"). "**Applicable Product Costs**" means (x) for Products that have been delivered to a Shamrock customer where Shamrock has to provide credits or refunds to the customer for the Product, then Shamrock's sell price of the Product and (y) for all other Products, Shamrock's delivered cost. Supplier shall coordinate all Product returns (whether for warranty, rejection, Recall, or otherwise) with Shamrock Logistics in accordance with the Operating Policies.

13. Indemnification by Supplier. Supplier shall indemnify, defend, and hold harmless Shamrock, its directors, officers, agents, insurers, customers, landlords, lenders, and employees from and against all actions, claims (including, but not limited to, claims for personal injury, death, or property damage), demands, damages, losses, costs, liabilities, and expenses (including, but not limited to, attorneys' fees and legal expenses) that arise out of or relate to any breach of

any of Supplier's obligations under the Agreement or arise out of or relate to the manufacture, sale, resale, processing, shipment, delivery, consumption, or use of the Products, including, but not limited to: (a) infringement of the patent, copyright, trademark, trade secret, or other proprietary or contractual rights of any third party by (i) the Products, (ii) any materials delivered by Supplier therewith, or (iii) any of Supplier's trademarks or other intellectual property that Shamrock is permitted to use under the Agreement; (b) breach of any warranty, express or implied, negligence or other tort, or strict liability, in connection with the manufacture, sale, resale, processing, shipment, consumption, or use of the Products; (c) violation of any applicable Laws; (d) actual or alleged personal injury, death, loss, or damage of property arising out of or alleged to have arisen out of any occurrence or alleged occurrence on owned, leased, permanent, or temporary property or the premises of Shamrock, provided, however, that Supplier's indemnification obligation shall not apply to the extent that the personal injury, death, loss, or damage of property is caused by the negligent act or omission of Shamrock or Shamrock's employees; (e) any injury, illness, or death of any person or damage to property as a result of the manufacture, processing, shipment, delivery, sale, resale, labeling, use, or consumption of the Products or actual or alleged negligent acts or omissions of Supplier or its agents; (f) any unauthorized access to Supplier's or Shamrock's facilities, networks, or systems, or any misuse or unlawful or accidental loss, destruction, alteration, or unauthorized processing of Shamrock's Confidential Information (as defined in Section 30), including Personal Information; or (g) any Recall (as defined in Section 17). "**Personal Information**" means information that is reasonably capable of being associated with a natural person. Supplier agrees that its obligation to indemnify, defend, and hold Shamrock harmless from Proposition 65 claims will apply regardless of 27 Cal. Code Regs. § 25600.2 (or any other similar provision of Law governing the respective responsibilities of product suppliers and retailers to provide Proposition 65 warnings), such that Supplier shall be obligated to indemnify, defend, and hold Shamrock harmless from any Proposition 65 claims arising out of Shamrock's resale of Supplier's Products regardless of whether Supplier provides Shamrock with warning materials for the Products. Shamrock shall give Supplier written notice of any claim for which indemnification is sought under the Agreement, provided that the failure to give such written notice shall not, however, relieve Supplier of its indemnification obligations, except and only to the extent that Supplier forfeits rights or defenses by reason of such failure. Shamrock, may, at Shamrock's option, assume and control the defense of the claim, and in such case, Supplier shall indemnify Shamrock from and against losses, damages, costs, and expenses (including attorneys' fees, court fees, and other defense costs) incurred by Shamrock in defending such claims. If Shamrock decides not to assume the defense of a claim, then Supplier shall assume and control the defense of such claim, at Supplier's expense and by Supplier's own counsel (which counsel shall be subject to the approval of Shamrock, which approval will not be unreasonably withheld or delayed); provided that Shamrock shall have the right to participate in the defense of any claims with counsel selected by it at Shamrock's expense. Shamrock and Supplier shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of the Agreement, Supplier shall not consent to the entry of any judgment or enter into any settlement of any claims without the prior written consent of Shamrock.

14. Cancellation by Shamrock. Shamrock will have the right to cancel any order without cause, and Shamrock's liability for such cancellation will be limited to Supplier's out-of-pocket cost for work and materials solely applicable to the cancelled order which have been expended when notice of cancellation was received by Supplier, reduced by the fair market resale value of such work-in-process. Shamrock may, at its option, cancel any order without liability to Supplier (except for conforming shipments

previously accepted by Shamrock) in the event Supplier ceases to exist; becomes insolvent or the subject of bankruptcy, receivership, or insolvency proceedings; or commits a material breach in the performance of any part of its obligations hereunder. If sales by Shamrock of Supplier's Product(s) or Product lines do not meet sales and gross profit levels considered as acceptable by Shamrock within ninety (90) days after Shamrock's receipt of such Products, upon written notice by Shamrock, Supplier shall remove Product from the Shamrock facility, at Supplier's expense, and shall refund the amounts paid by Shamrock for such Products.

15. Documents. Upon request by Shamrock, Supplier shall share with Shamrock the following from time to time: (a) FDA registration forms; (b) HACCP (hazard analysis and critical control points) plans; (c) certifications demonstrating any product label claims made (Kosher, non-GMO, etc.); (d) certifications demonstrating product/facility regulatory compliance (e.g., Prop 12, Organic, PFAS-free, Cage-free, Parasite destruction, etc.); (e) Certificates of Analysis; (f) product recall program documentation; (g) Supplier company details; (h) Supplier specifications hazard and risk analyses; (i) food safety plans; (j) audit reports (including, but not limited to, a recent (at least within the last twelve (12) months) independent third party food safety audit of the production or distribution facility and FDA audit); (k) food safety records, inspections, and reports; (l) investigations, reports, and other documents from government agencies; (m) review of inspections and reports from third parties; (n) product or environmental sampling and testing results; (o) recent (at least within the last twelve (12) months) carbon emissions testing and results; (p) product coding system documentation, including the production date codes of Supplier with a description of how Shamrock should decipher them; and (q) a document that includes: (i) the plant location(s) of Supplier, (ii) the shelf life of each Product, and (iii) a description of how expiration dates for Supplier's Products are established. If requested by Shamrock, Supplier will promptly furnish Shamrock in such form and detail as Shamrock may direct: (x) a list of all materials in the Products purchased hereunder; (y) the amount of one or more materials in the Products purchased hereunder; and (z) information concerning any changes in or additions to such materials.

16. Quality Requirements. Supplier must meet or exceed all quality requirements of Shamrock and any specified customer requirements, including, but not limited to, all quality requirements set forth in the Operating Policies. Without limiting the generality of the foregoing, if Shamrock is being directed by its customer(s) to purchase the Products from Supplier, then Supplier shall comply with all of Shamrock's customer's requirements. Supplier shall maintain its manufacturing facility relating to the Products ("**Supplier Facility**") and all operating equipment located therein in a clean, secure, and sanitary condition, and shall comply with any and all Laws in connection therewith. Without limiting the generality of the foregoing, Supplier shall be in compliance with the Global Food Safety Initiative ("**GFSI**") requirements as set out in any GFSI benchmarked scheme. Supplier shall make available to Shamrock the results of all inspections, finished product testing, and sanitation audits conducted in the Supplier Facility relating to the Products. Supplier shall notify Shamrock immediately upon Supplier becoming aware of the presence of (a) toxins or allergens in the Supplier Facility, which are or may be considered by health authorities as being indicative of any of unsanitary practices, uncontrolled cross contamination or public health concern; (b) any harmful bacteria (including, but not limited to, Salmonella sp., Listeria sp., or E. Coli) present in the Supplier Facility; or (c) other microbial, chemical, or physical contamination.

17. Recall; Traceability. Supplier shall promptly inform Shamrock if Supplier becomes aware of any issue with the Products that could reasonably be expected to cause damage, illness, injury, or death to humans, animals, or property, or the noncompliance of the Products with any applicable safety or regulatory standard or Law, whether imposed by a government entity or by Shamrock. If a government agency initiates any inquiry or investigation relating to the Products,

Supplier shall notify Shamrock immediately thereof and provide to Shamrock copies of any correspondence from or to such government agency. In furtherance and not in limitation of the foregoing, if Supplier, Shamrock, Shamrock's customers, or a governmental entity recommends or directs that the Products be removed from the stream of commerce (including recalls, returns, holds, and withdrawals) because such Products may cause or be reasonably expected to cause damage, illness, injury, or death, or may violate Laws or standards, or otherwise may be unsafe or unsuitable for human consumption or for any other reasonable reason determined by Shamrock (a "**Recall**"), then, (a) Supplier shall immediately notify Shamrock in writing of such Recall in accordance with the procedures set forth in the Operating Policies (and such notice shall include all the information required by the Operating Policies in connection with a Recall) and (b) except to the extent strictly prohibited by applicable Law or a binding order from a government entity, unless otherwise delegated to Supplier by Shamrock in writing, Shamrock shall be entitled to solely control and implement the Recall in its sole discretion, and Supplier shall, upon request by Shamrock, fully cooperate with Shamrock in the implementation of such Recall. Shamrock shall have complete control over whether and when to issue a Recall and the scope of such Recall, and Supplier shall not initiate a Recall without prior consultation with, and consent of, Shamrock. Except to the extent strictly prohibited by applicable Law or binding order from a government entity, unless otherwise delegated to Supplier by Shamrock in writing, Shamrock has the sole right to conduct any and all initial and subsequent contact and reporting of the Recall to any customer and/or government agency or regulatory body having jurisdiction over the affected Products that are the subject of the Recall, and Supplier shall not contact or communicate with any customer of Shamrock (whether direct or indirect) and/or any government agency or regulatory body about the Recall, without the express written consent of Shamrock. If Supplier is required by applicable Law or binding government order to communicate with a government agency, Supplier shall provide Shamrock with immediate advance notice and allow Shamrock to review and approve the content of any such communication to the maximum extent permitted by Law. Supplier shall be responsible for, and shall reimburse Shamrock for, any and all Recall Costs on Shamrock's demand therefor; in addition, Supplier shall pay to Shamrock any and all Return Fees as well as a base fee for each operating company, Foodservice Warehouse (FSW), or re-distribution center involved in the Recall as set forth in the then-current Fee Schedule, in each case as liquidated damages and not as a penalty.. "**Recall Costs**" means any and all costs, expenses, and losses incurred by Shamrock in connection with a Recall, including, but not limited to, refunds or reimbursements to Shamrock and/or Shamrock's direct or indirect customers (or their end users) of the Applicable Product Costs; lost profits; loss of goodwill; transportation costs and other costs associated with removing, returning, sorting, inspecting, storing, destroying, and/or disposing of the recalled Products from Shamrock's location or from Shamrock's direct or indirect customers' locations; transportation costs and other costs associated with returning the recalled Products and delivering the replacement Products to Shamrock's location or to Shamrock's direct or indirect customers' locations; the costs of Shamrock's labor and overhead in conducting the Recall; the costs associated with replacing the Products; systems expenses in processing any Recall; any fees, penalties, or fines imposed by any of Shamrock's customers (whether direct or indirect) or by any governmental entity or regulatory body in connection with the Recall; and all other costs associated with the Recall. Supplier shall ensure the Traceability of all raw materials and ingredients used in the production of the Products. "**Traceability**" means the ability to track a specific lot of ingredients to the Products that contain such ingredients, and to track a finished Product to the end-user customer(s) or destination(s).

18. Extended Producer Responsibility Obligations. Supplier acknowledges that Shamrock may be subject to applicable Laws

governing the life cycle of packaging or other materials (“**Extended Producer Responsibility Laws**”, or “**EPR Laws**”). Supplier shall cooperate with Shamrock as Shamrock, in its sole discretion, deems necessary to enable Shamrock to comply with its obligations under EPR Laws. Without limiting the foregoing, upon Shamrock’s request, Supplier shall promptly provide Shamrock with accurate, complete, and up-to-date information regarding any materials that are or may become subject to EPR Laws supplied by Supplier to Shamrock pursuant to the Agreement (“**Covered Materials**”), including, but not limited to: (a) the type and composition of each Covered Material; (b) the weight (by material type) of each Covered Material; (c) the recyclability or compostability status of each Covered Material; (d) the presence and percentage of post-consumer recycled content in each Covered Material; and (e) any other information requested by Shamrock in relation to its obligations under EPR Laws. Supplier represents and warrants to Shamrock that all information provided by Supplier to Shamrock pursuant to this Section shall be accurate and complete as of the date provided, and that Supplier has exercised reasonable due care and conducted appropriate due diligence to ensure the accuracy and completeness of such information. Supplier shall promptly notify Shamrock in writing of any changes or material inaccuracies in such information and shall promptly provide to Shamrock updated and/or corrected information. The terms of this Section shall survive the termination of the Agreement to the extent necessary for Shamrock to fulfill its ongoing obligations under EPR Laws.

19. CRV Fees Remittance and Reporting. Supplier represents and warrants that any applicable beverage products purchased by Shamrock from Supplier are accurately labeled with the California redemption value as required by the California Beverage Container Recycling and Litter Reduction Act (the “**Act**”) and all other California beverage labeling requirements, including, but not limited to, Cal Pub. Res. Code § 42355.51. Furthermore, Supplier is solely responsible for the determination of whether its beverage products are subject to the Act and all other California beverage labeling requirements. Supplier agrees to indemnify, defend, and hold harmless Shamrock, its affiliates, and their respective officers, directors, employees, and agents for, from, and against any and all claims, liability, losses, and expenses (including reasonable attorneys’ fees and disbursements) relating to: (a) the applicability of the Act to Supplier’s beverage products; and (b) the labeling of Supplier’s beverage products with the California redemption value and all other California beverage labeling requirements. Shamrock agrees to accept responsibility for the timely and accurate reporting required by a Beverage Distributor pursuant to Cal. Pub Res. Code §14550 and remittance to the State of California of all required California Redemption Value (“**CRV**”) payments in connection with the beverage products covered under the Act that are purchased by Shamrock from Supplier (the “**Covered Products**”). In exchange, Supplier agrees not to invoice Shamrock for any CRV fees for the Covered Products. Shamrock shall not be obligated to provide any reporting related to the remittance of CRV payments to Supplier and Supplier shall not have audit rights related to the same.

20. Announcements. Neither Shamrock nor Supplier shall make any public statement regarding the Agreement, any of its provisions, or the fact it has been entered into, without the prior written approval of the other party. Neither Shamrock nor Supplier shall use the other party’s trade names, trademarks, service marks, logos, or other commercial symbols in any way without the other party’s prior written consent.

21. Allocation of Limited Supply. Supplier will allocate any limited supply of the Products covered by the Agreement in a manner that is fair and reasonable, but in no event shall Supplier allocate to Shamrock less than Shamrock’s *pro rata* share, calculated as the amount of the Products available multiplied by the percentage of the quantity committed by all Supplier’s customers for such Products or similar products that Shamrock’s quantities constitute.

22. Insurance. At all times while the Agreement is in effect and for the longer of (a) a period of three (3) years following the expiration or termination of the Agreement and (b) the statute of limitations for claims that could arise under the Agreement, at Supplier’s expense, Supplier shall (i) carry, with reputable insurance companies acceptable to Shamrock, insurance coverage of the types and in the minimum amounts set forth on Attachment 1 to this Exhibit A and (ii) comply with the other requirements set forth on Attachment 1 to this Exhibit A.

23. Federal Contractor Compliance. If the Products are purchased by Shamrock in support of a U.S. Government contract or nonappropriated fund instrumentality (“**NAFI**”) contract, or the Products provided by Supplier to Shamrock will ultimately be delivered to the U.S. Government or a NAFI, by accepting the Agreement or delivering the Products under the Agreement, Supplier acknowledges and agrees that it will comply with the Supplemental Purchasing Terms and Conditions, a current copy of which is available at <https://www.shamrockfoodservice.com/suppliers/>.

24. Fair Labor Standards Act. Supplier hereby certifies that all Products furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such Products.

25. FSVP Importer. Supplier hereby represents, warrants, and covenants during the period of supply of any food Product hereunder that (a) the food Product and each ingredient thereof is and shall be grown, processed, manufactured, and packaged as applicable solely within the U.S., or (b) if the food Product or any ingredient thereof has been sourced from outside of the U.S., Supplier or Supplier’s vendors are identified to the U.S. Customs and Border Protection or the FDA as the “importer” as defined in 21 CFR §1.500 (“**FSVP Importer**”) and the Customs Importer of Record (as defined below), and Supplier and such vendors comply with the FDA regulations regarding Foreign Supplier Verification Programs for Importers as set forth in 21 CFR Part 1, Subpart L (§1.501 *et seq.*). Shamrock will not serve as the FSVP Importer, or serve as the importer of record, as that term is defined in 19 CFR § 101.1 (“**Customs Importer of Record**”). This provision shall not apply in circumstances where (i) Shamrock is the sole person falling within the definition of FSVP Importer, and (ii) Shamrock has agreed in writing to be designated on the entry documentation as the FSVP Importer and the Customs Importer of Record. Supplier shall also serve as the Customs Importer of Record and the FSVP Importer in any instances when Supplier has agreed in writing to be designated on the entry documentation as the FSVP Importer and the Customs Importer of Record.

26. Code of Conduct; Operating Policies. Supplier agrees to comply with, and be bound by, (a) Shamrock’s Code of Conduct, a current copy of which can be found at <https://www.shamrockfoodservice.com/suppliers/> (the “**Code of Conduct**”), and (b) the Operating Policies, in each case as they may be amended from time to time.

27. Non-Assignability. Supplier shall not assign the Agreement, delegate, or sublet the work to be done under the Agreement without the prior written consent of Shamrock, but this provision shall not restrict Supplier in the procurement of component parts or materials. With respect to any Product and with respect to Supplier’s obligations under the Agreement, Supplier shall be fully responsible for the acts and omissions of every person who works on, provides, packages, delivers, or otherwise deals with any Product, whether an employee, agent, representative, distributor, reseller, subcontractor, or other person, other than an employee or contractor of Shamrock.

28. Remedies Cumulative. The rights and remedies of Shamrock set forth herein are cumulative and in addition to any rights or remedies that Shamrock may otherwise have.

29. Compensation to Shamrock's Agents. No employee or other agent of Shamrock is permitted to solicit or accept any compensation or payment from any supplier, however characterized, in connection with the placement of any order; and any rebate, discount, incentive, or other amount offered in that connection will be separately itemized in Supplier's invoice.

30. Confidential Information. This Section applies in the absence of any executed confidentiality agreement between Shamrock and Supplier. Any and all information, whether in tangible or intangible form, concerning products; prices and pricing strategies; technology, software, supplies, systems or services used; purchasing, accounting, marketing (including but not limited to customer lists, data, and contacts), merchandising, selling, servicing, business methodology, and planning techniques; marketing plans; strategies; forecasts; financial and cost information; concepts; know-how; improvements; projects; proposals; suppliers (including supplier lists and contacts); employee lists; trade secrets; trademark and copyrighted information; and other similar information, items, documents and materials made available by Shamrock or its affiliates to Supplier or its affiliates, or otherwise acquired, obtained or developed by Supplier under or in connection with the Agreement (collectively, the "**Confidential Information**") are and at all times shall remain the exclusive property of Shamrock. "Confidential Information" shall not include any item of information that Supplier can demonstrate by tangible evidence: (a) is or has become public knowledge, whether by publication or otherwise, through no act, omission, or fault of Supplier or any of its employees, officers, directors, agents, or affiliates; or (b) is disclosed to Supplier by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure thereof without confidentiality restrictions. During the Confidentiality Period, Supplier agrees that it shall not (i) make any use whatsoever of the Confidential Information except for the purpose(s) specified in the Agreement; or (ii) disclose the Confidential Information to any third party. The "**Confidentiality Period**" shall mean the period beginning on the date of disclosure to Supplier and ending on the date that is three (3) years after the date that Supplier accepts the last order submitted by Shamrock, provided that the obligations with respect to Confidential Information that constitutes trade secrets under applicable Law will continue until the date on which such information no longer constitutes trade secrets under applicable Law. Supplier acknowledges and agrees that money damages for any and all breaches of Supplier's obligations

under this Section are both incalculable and insufficient and that any such breach would irreparably harm Shamrock. Therefore, in the event of an actual or prospective breach of any such obligation, Shamrock shall be entitled to seek a permanent and/or preliminary injunction without the need to post any bond to prevent or remedy such breach and shall have the right to specific enforcement of this Section against Supplier in addition to any other remedies to which Shamrock may be entitled at law or in equity.

31. Relationship of Parties. Shamrock and Supplier are independent contractors. Nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither Shamrock nor Supplier has nor will have any power to bind the other, or to assume or create any obligation, express or implied, on behalf of the other party.

32. Attorneys' Fees. In the event of any action at law or in equity between Shamrock and Supplier to enforce any of the provisions of the Agreement, the unsuccessful party to such action or proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred by such successful party; and if such successful party shall recover a judgment in any such action or proceeding, such costs, expenses, and attorneys' fees may be included in and as part of such judgment.

33. Severability. If any provision of the Agreement is held illegal, invalid, or unenforceable, such provision will be deemed stricken from the Agreement and its illegality, invalidity, or unenforceability will not affect the remainder of the provisions of the Agreement, which will remain in full force and effect.

34. Survival. Those provisions of the Agreement that by their nature or their express terms are meant to survive termination or expiration hereof shall so survive, including, without limitation, Sections 1, 2, 6, 11-14, 17, 18, 22, and 26-36.

35. Headings. Headings contained in the Agreement are inserted for purposes of convenience of reference only and shall not constitute a part of the Agreement.

36. Order of Precedence. In the event of any conflict or inconsistency among the documents comprising the Agreement, the following order of precedence shall apply (with the document listed first having the highest priority): (a) the Agreement, other than the portions of the Agreement listed in Sections 36(b)-(e); (b) the Shamrock Document; (c) the Code of Conduct; (d) the Operating Policies; and (e) the Fee Schedule.

ATTACHMENT 1 TO EXHIBIT A

INSURANCE REQUIREMENTS

Policy limits:

Policy Type	Minimum Coverage Amount
Commercial General Liability	\$1,000,000 (each occurrence) \$3,000,000 (aggregate)
Products Liability	\$1,000,000
Personal and Advertising Injury Liability	\$1,000,000
Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Employer's Liability	\$1,000,000
Excess/Umbrella	\$5,000,000
Cyber Liability	\$2,000,000

- Compliance with Commercial General Liability insurance requirements herein may be achieved with higher limits on the policies underlying the umbrella or excess coverage as long as \$6,000,000 is available for any one occurrence.
- The requirements herein are minimum requirements and in no way limit the indemnity, warranty, or other covenants or obligations contained in the Agreement.
- Shamrock in no way warrants that the minimum limits contained herein are adequate to protect Supplier from all liabilities arising from their operations, their Products, or otherwise arising under the Agreement.

Description of Operations / Locations / Vehicles must contain the following language:

- The General Liability, Automobile Liability, and Umbrella policies shall (a) include an Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and (b) contain Primary and Noncontributory wording in favor of the Certificate Holder.
- The General Liability, Automobile Liability, Workers' Compensation, and Umbrella policies shall provide a Waiver of Subrogation endorsement in favor of the Certificate Holder.
- The General Liability, Automobile Liability, Workers' Compensation, Umbrella, and Cyber policies shall include "Earlier Notice of Cancellation Provided by Us" endorsement or its equivalent.

"Certificate Holder" means, and shall be listed as:

Shamrock Foods Company, its Subsidiaries, Affiliates and Divisions
Attn: Insurance Compliance
2425 E. Camelback Road, Ste. 101
Phoenix, AZ 85016

Additional Vendor Insurance Requirements:

- Upon request by Shamrock from time to time, Supplier shall forward Certificates of Insurance evidencing such insurance to coi@ShamrockFoods.com and shall place its company name in the email subject line.
- The Certificate of Insurance shall provide complete insurance carrier names as they are listed in the A.M. Best Property & Casualty Guide.
- Policy coverage must be provided on an "Occurrence" basis.
- The Certificate of Insurance must be completed in its entirety and signed - binders or declarations are not acceptable.

Third-Party Deliveries

In addition to Supplier maintaining the policy requirements set forth above, if Products will be delivered by a third-party carrier (the "**Product Carrier**"), Supplier shall (a) cause the Product Carrier to obtain and maintain, with reputable insurance companies acceptable to Shamrock, Auto Liability Insurance with a minimum coverage amount of \$1,000,000 and shall cause the Product Carrier to list the Certificate Holder as an additional insured on such policy, and (b) obtain and deliver to Shamrock proof of such coverage upon Shamrock's request.

Brokers

In addition to Supplier maintaining the policy requirements set forth above, if Supplier is operating as a broker for the manufacturer, distributor, or service vendor providing Products to Shamrock (the "**Seller**"), Supplier shall (a) maintain, with reputable insurance companies acceptable to Shamrock, Professional Liability insurance with coverage amounts of at least \$1,000,000; (b) cause the Seller to obtain and maintain, with reputable insurance companies acceptable to Shamrock, all insurance policies set forth under "Policy Type" in the chart above in at least the minimum coverage amount set forth under "Minimum Coverage Amount" in the chart above; (c) cause the Seller to list the Certificate Holder as an additional insured on such policies; and (c) obtain and deliver to Shamrock proof of such coverage upon Shamrock's request.