

TERMS AND CONDITIONS OF SALE – CARGILL FOOD NORTH AMERICA

Effective as of October 1, 2025.

These Terms, together with the Quote, Order Confirmation, Invoice, or other document in which they are referenced (collectively the “Contract”), set forth the entire agreement between Seller and Buyer (collectively “Parties”) with respect to the goods or services purchased under the Contract (“Products”), and supersede (i) all prior written or oral agreements between Seller and Buyer with respect to the subject matter hereof, and (ii) any additional, inconsistent, or conflicting terms contained on Buyer’s order, confirmation, invoice, or otherwise. Seller’s performance is contingent on Buyer’s agreement to these Terms, and any additional, inconsistent, or conflicting terms proposed by Buyer are rejected. If Buyer has completed a credit application with Seller, the terms therein are also incorporated to the extent they are consistent with these Terms. These Terms may not be changed or waived except on Seller’s written agreement. Notwithstanding the foregoing, if the sale of the Product is made pursuant to an existing sales agreement between Buyer and Seller that is signed by both Parties and expressly overrides these Terms, then that sales agreement will control.

1. **Warranties; Disclaimers:** Seller represents and warrants that, as of the time and at the place of delivery, (i) Seller has free and clear title to the Product, (ii) the Product conforms to agreed-upon specifications in the Contract, and (iii)(a) for products produced in or delivered to the United States, the Product is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act (“FFDCA”) or, for meat-based Products, the Federal Meat Inspection Act and/or the Poultry Products Inspection Act (as applicable), and is not a product that may not, under the FFDCA, be introduced into interstate commerce, or (b) for Product produced and delivered in Canada, the Product is in compliance in all material respects with Health Canada Regulations, and all promulgated rules amending or supplementing the same, and is not adulterated or misbranded within the meaning of said Regulations, and is in compliance, to the extent applicable, with the Consumer Packaging and Labelling Act (Canada) as enforced by the Canadian Food Inspection Agency. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER GOODS OR SERVICES. Seller informs that many meat-based Products sold hereunder are subject to extensive and exclusive U.S. or Canadian federal regulation and that such federal regulation often preempts, and thus makes inapplicable, U.S. state and local laws or Canadian provincial and local laws. Unless specifically agreed in a signed writing, Buyer has no right to audit Seller.

2. **Limitation of Liability; Exclusive Remedies:** The aggregate liability of Seller for any and all claims, losses, damages, or expenses arising out of or relating to this Contract or the transaction at issue herein, whether based on contract, tort, strict liability, or any other legal theory, shall in no event exceed the total purchase price paid by Buyer for the Products sold hereunder during the one year prior to the event giving rise to the liability. Notwithstanding anything to the contrary herein, Buyer’s exclusive remedy and Seller’s exclusive liability for delivery of nonconforming Products or breach of warranty is expressly limited to, at Seller’s option, (i) replacement, within a reasonable time, of the nonconforming Products at no additional charge to Buyer, or (ii) refund of the purchase price to the extent already paid. All nonconforming Products must be, at Seller’s option, returned to Seller or disposed of by Buyer in a manner acceptable to Seller. THE REMEDIES GRANTED TO BUYER HEREIN ARE BUYER’S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL SELLER BE LIABLE TO BUYER, BUYER’S REPRESENTATIVES OR CUSTOMERS, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DOWNTIME, RECALL EXPENSES, LOST BUSINESS OR PROFITS, DAMAGE TO GOODWILL, REPUTATION, OR SHARE PRICE, OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES, OR SERVICE MARKS). IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER’S REPRESENTATIVES OR INSURERS, OR TO ANY THIRD PARTY, FOR DAMAGES CAUSED BY THE ACTS OR OMISSIONS OF BUYER OR BUYER’S REPRESENTATIVES OR ANY THIRD PARTY. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER GOODS OR SERVICES.

3. **Claims:** Any claim by Buyer that the Products do not conform to the agreed-specifications or are otherwise defective, whether based on breach of contract or warranty, negligence, tort, or other legal theory, must be made promptly upon Buyer's knowledge of that claim and will be deemed to be waived unless received, in writing with detail regarding the claim and product at issue (lot code and invoice number), by Seller within (i) seven (7) days of delivery for meat-based Products, with in initial notice of the alleged nonconformity or defect required within twenty-four (24) hours of delivery, or (ii) thirty (30) days after the delivery for all other products.

4. **Indemnification; Advancement:** Except to the extent directly caused by the wrongful acts of Seller, Buyer shall indemnify and hold harmless Seller, its affiliates, and their directors, officers, employees, and representatives from and against all liability, loss, damage, fine, cost, or expense (including reasonable attorneys' fees) arising out of, resulting from, or related in any way to (i) Buyer's failure to perform pursuant to or breach of this Contract, (ii) the use, storage, transportation, or resale of the Products, whether alone or in combination with other goods or services, (iii) Buyer's product labeling, marketing, claims, representations, or substantiation thereof, (iv) Buyer's pursuit of any remedy in excess of the exclusive remedies or limitation of liability herein, or (vi) Buyer's pursuit of any claim after the limitation of actions stated herein. Unless a determination has been made by a final non-appealable court judgment that indemnification is not required, Buyer shall, upon the written request of Seller, advance and promptly reimburse Seller's reasonable costs and expenses, including attorneys' fees, incurred in defending against any claim or lawsuit brought by or on behalf of Buyer or any third party that is potentially subject to indemnification hereunder; provided, however, that Seller shall, as a condition of receipt of such advances or reimbursements, undertake in writing to repay promptly the Buyer for all such advancements and reimbursements if a court by a final non-appealable judgment determines that Seller is not entitled to indemnification. Seller may pursue any remedy available to it under applicable laws.

5. **Termination; Breach:** Seller may immediately terminate this Contract, in whole or in part, following a breach by Buyer upon notice to Buyer. All rights and remedies of Seller upon such breach, including but not limited to termination, shall be cumulative and not exclusive of any other rights or remedies that Seller would otherwise have at law or in equity.

6. **Delivery & Payment Terms:** Prices and payment are in U.S. or Canadian dollars as specified in the Contract. Any differing prices set forth in Buyer's purchase order are expressly rejected. Payment terms and Incoterms/Delivery Term shall be specified in this Contract. Payment term begins on day of shipment or customer pickup, as applicable, unless otherwise agreed in writing. Any delivery not in dispute must be paid for, regardless of controversies relating to other Products. If payment is not timely received by Seller, Seller will be entitled to charge interest at a rate not greater than the maximum rate permitted by applicable laws. The Products will be delivered within a reasonable time after Seller confirms Buyer's order, subject to availability of the Products, and any delivery dates provided by Seller are estimates only. Seller will not be responsible to Buyer for any losses arising from delivery delays. Unless otherwise stated in the Contract, if this Contract provides for shipments over a period longer than one (1) month, Seller will not be obligated to deliver in any thirty (30) day period more than approximately equal monthly quantities. Unless the Parties otherwise agree in writing, the contracted volumes shall be spread out evenly over the period of this Contract and Buyer agrees to take evenly prorated volumes across the shipment periods. In the event this Contract calls for multiple shipments or deliveries, Seller's failure to timely make any shipment or delivery will not constitute a breach of this Contract as a whole or Seller's obligations to make any other shipment or delivery. Buyer shall be responsible for compliance with all applicable provisions of 21 Code of Federal Regulations Part 1 Subpart O – Sanitary Transportation of Human and Animal Food.

7. **Failure or Inability to Take Deliveries:** If Buyer fails or is unable to take delivery of any Product, in addition to its other remedies, Seller may, in its discretion, choose to (i) extend the delivery period for contracted volumes, (ii) assess Buyer carrying and freight charges and penalties as deemed appropriate by Seller, (iii) reduce the quantity of Product ordered by Buyer on future purchase orders for recurring incidents, and/or (iv) after notice to Buyer, resell Product that Buyer has wrongfully failed or refused to accept and receive from Buyer the difference between the Contract price and the resale price, as well as any incidental loss or expense.

8. **Order Instructions; Shipping Instructions:** Pricing is based on Seller's standard invoicing and order logistics procedures; changes to such procedures must be agreed in writing and may, at Seller's option, be subject to pricing changes. Buyer must follow order requirements communicated by Seller (e.g., minimum lead

times), and Seller may refuse to accept any order not placed in accordance therewith. Buyer shall timely furnish shipping instructions to Seller. Seller shall not be obligated to make shipment in absence thereof. Each delivery is to be considered separate for the purposes of Buyer furnishing complete shipping instructions. Except for obvious error, Seller's weights, analysis and condition, at origin, will govern and control. For meat-based products, ordered weight/box count is shipped at +/-5% at Seller's option unless otherwise specified by Seller in writing. If Buyer requests and Seller agrees to amend a Contract, Buyer shall pay any and all additional costs, expenses, or charges related to the amendment charged by Seller.

9. **Delivery Extensions; Price Increases; Taxes:** Any increase in applicable freight rates, fuel, energy and transportation surcharges, taxes, duties, or other assessments or fees on this Contract or on the production, processing, sale, delivery, storage, shipment, transportation, or use of the Products, taking effect after the date of this Contract but before the fulfillment, may, at Seller's option, be added to the agreed price. Buyer shall be responsible for the payment of any sales, use, or other taxes, government fees, or similar on the sale, use, receipt, or shipment of the Products. Without prejudice to any other rights or remedies, Seller may, at Seller's option, extend the delivery period or increase the price of the Products to reflect any increase in the cost to Seller because of (i) changes in applicable law, regulations, guidelines, or industry codes coming into effect after the date of this Contract, including but not limited to tariffs or duties; or (ii) any changes in market conditions, relevant to the Products after the date of this Contract. Seller shall give Buyer written notice of any such delivery extension or pricing increase, together with the reason therefor.

10. **Risk of Loss; Transfer of Title:** Unless otherwise agreed, Buyer assumes title to the Products at the same time Buyer assumes risk of loss in accordance with the applicable Incoterms/Delivery Term. Seller will not accept returns of Product for which title or risk of loss has transferred to Buyer.

11. **Financial Condition:** Buyer represents and warrants that it is solvent as of the date of this Contract. Each of Buyer's order placement against this Contract constitutes a representation and warranty of solvency on such order and delivery dates. Buyer shall provide Seller any requested information to establish adequate creditworthiness, and Seller shall not be obligated to make shipments in absence thereof. If Buyer fails to make timely payment or if, in Seller's sole judgment, the financial condition of Buyer becomes impaired so that the payment terms set forth in this Contract are unsatisfactory to Seller, Seller may (i) require immediate payment of all sums owed by Buyer; (ii) change credit terms, including requiring Buyer to pay cash in advance of shipment on remaining deliveries, (iii) hold shipments, and/or (iv) demand adequate assurance of performance, including the right to require a security deposit equal to the difference between the agreed price and the market price of the of undelivered Products on the day upon which the demand is sent. Seller may deem failure to timely remit the required security deposit as a breach.

12. **Seller's Intellectual Property:** Without Seller's written consent, Buyer may not use Seller's trade names, trademarks, logos, or other proprietary marks for any purpose.

13. **Force Majeure:** With the exception of payment, a Party will be excused from failure to perform or a delay in performance caused by events beyond its reasonable control, including, but not limited to, disease, epidemic, pandemic, war, strike, labor dispute, fire, flood, tornado, hurricane, government intervention, changes in laws or regulations that lead to political instability, trade restrictions or disruptions, sanctions, embargo, terrorism, raw material shortage (including, without limitation, shortage resulting from inadequate livestock or poultry supply or from grade changes resulting from variations in livestock or poultry supply), cyber-attack, or non-availability of transportation facilities or equipment. The Party claiming force majeure must give the other Party prompt written notice specifying the nature and anticipated duration, and must take reasonable steps to remove the cause thereof. If Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner Seller determines to be fair and equitable. Seller may terminate this Contract if such force majeure precludes performance for longer than thirty (30) days, without liability on the part of Seller to Buyer.

14. **Right to Offset:** Without limiting Seller's other rights and remedies, Seller may set off or net its obligations under this Contract against any debts, claims, or obligations owed by Buyer hereunder or any other agreements between Seller and Buyer.

15. **Confidentiality:** Buyer shall keep confidential the Terms of the Contract and all proprietary information disclosed by or on behalf of Seller or otherwise learned or obtained by Buyer in connection with this Contract or the performance hereof. Buyer will not use any of this information other than in connection with the performance of this Contract and will not disclose any of this information except to the extent required by law and then only after prior notice to Seller.

16. **Destination Control Clause:** Buyer and its agents will comply with all economic trade sanctions promulgated by the U.S., European Union, United Nations, or the country of origin of the Products (“Sanction Laws”) in their performance hereunder. Buyer represents and warrants that (i) neither it nor any person or entity that owns or controls it is a designated target of Sanctions Laws, and (ii) the Products will not be resold, disposed, or transported in a manner that causes Seller to violate applicable Sanction Laws. Buyer shall cooperate with Seller’s reasonable requests for information to verify compliance.

17. **Governing Law; Venue; Dispute Resolution; Limitations Period:** The following laws govern this Contract: (i) for Product produced in Canada and delivered in any country other than the U.S., the laws of the Province of Ontario and the laws of Canada applicable therein; or (ii) for all other Product, the laws of Delaware, United States, disregarding any Delaware conflict of law rules. The following international conventions do not apply: the Uniform Law on the Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods of 1980, the United Nations Convention on the Limitations Period in the International Sale of Goods (New York, June 14, 1974), or the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods (Vienna, April 11, 1980). Buyer shall not commence any action in any court or tribunal regarding a dispute or claim arising out of or relating to this Contract or the transaction at issue, without first attempting to resolve the dispute through good-faith negotiations, and then, if the dispute remains unresolved, through formal mediation. The mediator shall be selected by mutual agreement of the Parties, and the costs of the mediator shared equally by the Parties. Any action filed thereafter arising out of or relating to this Contract or the transaction at issue shall be filed in (i) for Product produced in Canada and delivered in any country other than the U.S., any court located in the Province of Ontario; or (i) for all other Product, the state or federal courts of Minnesota, County of Hennepin, which jurisdiction shall be exclusive, with the Parties waiving any objection to the venue of any action filed in such courts and any argument that that forum is inconvenient. No action arising out of or relating to this Contract or the transaction at issue in this Contract may be brought by Buyer more than one (1) year after the cause of action has accrued. In any action initiated by Buyer against Seller asserting claim(s) that provide for a potential right of Buyer to recover attorneys’ fees and costs from Seller if Buyer is successful, should Buyer fail to prevail on such claim, then Seller shall be entitled to recover from Buyer Seller’s attorneys’ fees and expenses for defending against such claim.

18. **Assignment:** Buyer shall not assign to any person or entity any rights or claims arising out of, or relating to, this Contract or the transaction at issue in this Contract. Any such assignment, including assignment of statutory claims, will be void, invalid, and of no force and effect, unless both Parties agree in writing that the assignment is permissible. In any dispute or litigation against Seller, Buyer shall not use any third-party litigation funding or other mechanism that gives a third party other than the lawyer representing Buyer a financial stake in the outcome of that dispute or litigation. If Buyer violates this prohibition on third-party litigation funding, it shall be liable to Seller for Seller’s attorney’s fees arising from the dispute or litigation.

19. **Severability:** If any provision of this Contract is held to be wholly or partially invalid or unenforceable, that holding will not affect the validity or enforceability of the remaining provisions.

20. **Fairtrade Certified:** For Cocoa and Chocolate Products that are sold as Fairtrade Certified, the following special term applies: According to Fairtrade principles, the farmer is guaranteed a minimum price for their cocoa beans on a FOB basis. In view thereof, the final price for the Products produced with such cocoa beans as sold and purchased under this Contract is subject to change basis prevailing Fairtrade regulations and cocoa market prices.