



GENERAL TERMS AND CONDITIONS OF PURCHASE

UNLESS OTHERWISE PROVIDED THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS PURCHASE

1. **ACCEPTANCE:** Seller's written acknowledgement and acceptance must be returned properly executed within 7 days from the date of this purchase order (the "Order"). Shipment against this Order without formal acceptance constitutes acceptance of all terms and conditions stated herein.
2. **PRICES:** This Order shall not be billed at a higher price than reflected in this Order without the express, written consent of the Del Monte entity indicated on the front of this Order (the "Buyer").
3. **PACKAGING, FREIGHT, AND CARTAGE CHARGES:** No charges are allowed for packing, freight, or cartage unless designated on this Order.
4. **QUALITY AND INSPECTION:** All goods, equipment, and materials (collectively, "Goods") furnished in connection with this Order must be as specified and will be subject to inspection and approval of Buyer. Buyer reserves the right to reject and return at the risk and expense of the Seller such portion of any shipment which may be defective or fail to comply with Buyer's specifications without invalidating the remainder of the Order. The rejected portion of any shipment will be held for disposition at expense and risk of Seller. Payment for Goods described on this Order prior to inspection shall not constitute an acceptance thereof.
5. **QUANTITY:** The specific quantity of Goods ordered shall not be changed or modified without Buyer's written consent.
6. **NON-PERFORMANCE:** Buyer reserves the right to cancel this Order, or any portion of same, if delivery is not made when and as specified, and charge Seller for any loss incurred by the Buyer.
7. **INTELLECTUAL PROPERTY:** Seller shall indemnify, defend or settle, at its own expense, any claim or suit against the Buyer alleging that the use or ownership of any Goods described in this Order infringes any copyright, patent, trademark or trade secret and agrees to pay all costs and damages arising out of any alleged infringement, claim, or suit arising therefrom.
8. **BILLING/SHIPPING:** Seller agrees: (a) to abide by the Buyer's shipping instructions and, unless otherwise specifically stated, utilize the least expensive (but commercially reasonable) manner of shipment. Seller shall provide Buyer with a bill of lading and invoice for such shipment; (b) that the cash discount qualification term, if any, shall be calculated from the later of the date of invoice or the date on which the Goods are received by Buyer; and (c) to provide itemized packing list showing order numbers with each shipment.
9. **CHANGES:** Buyer shall have the right to make changes in this Order by delivering to Seller an amendment in writing setting forth the changes. If such changes affect the cost of or the time required for the performance of this Order, an equitable adjustment in price or delivery, or both, shall be made and incorporated into the amendment to the Order. If Seller does not within 7 days after receipt of said amendment object in writing, said amendment shall be binding on Seller.
10. **TIME IS OF THE ESSENCE:** It is agreed that time is of the essence. Seller represents that it shall deliver the goods, products, or services by the date specific in this Order. Seller agrees that if it shall fail to comply with such delivery date, Seller shall be liable for any damages or costs incurred by Buyer as a result of Seller's failure to timely deliver under the Order. In addition to recovery of damages and costs from Seller, Buyer may, in its sole and absolute discretion, cancel this Order. Nothing herein shall be construed to limit or restrict Buyer's any and all rights that it may have under law.
11. **MODIFICATION OF THIS AGREEMENT:** This agreement shall not be changed or otherwise modified unless such change or modification is in writing and executed by an authorized agent of Buyer.
12. **CANCELLATION:** Buyer may cancel this Order, in whole or in part, at any time for any cause and will reimburse Seller for his reasonable and necessary expenses incurred directly incident to this Order through the date of cancellation but shall not be liable for any consequential damages incurred in connection with the Order or portion thereof so cancelled. In any event, such expenses shall not exceed the total price reflected in the Order.
13. **COMPLIANCE WITH LAWS:** Seller warrants and certifies that all Goods covered by this Order were produced or will be produced in compliance with all State, Federal and local laws, rules and regulations including without limitation all applicable requirements of: (a) the Federal Food, Drug and Cosmetic Act as amended and any similar Act of any State, Territory, or Municipality, (b) the Occupational Safety and Health Act, as amended (Seller shall furnish Buyer with an appropriate, fully completed Safety Data Sheet in the form provided for in said regulations), and (c) the Federal Fair Labor Standards Act.
14. **WARRANTIES:** Seller represents and warrants that the Goods provided hereunder are of good workmanship, design and materials and fit for the particular purpose for which purchased by Buyer. Seller will indemnify, defend, and hold Buyer harmless against any and all losses, including but not limited to Buyer's increased production cost and lost profits, damages, liabilities, claims and suits at law or in equity which may be made or brought against or suffered by Buyer by virtue of any defective material, workmanship or design in the Goods supplied hereunder. Such warranties shall survive delivery and shall not be deemed waived either by Buyer's failure to discover defects, acceptance of Goods or payment therefore. Such warranties shall cover all losses incurred by Buyer in connection with any defects in the Goods covered by this Order.
15. **INTELLECTUAL PROPERTY:** Nothing in this Agreement shall give Seller any rights in respect of any trademarks, trade names or other intellectual property owned or used by Buyer (the "Trademarks") or of the goodwill associated therewith, and Seller hereby acknowledges that it shall not acquire any rights in respect of the Trademarks and that all such rights and goodwill are, and shall remain, vested in Buyer. Seller shall promptly and fully notify Buyer of any actual, threatened or suspected infringement of any Trademark. Seller shall assist, cooperate with and provide information and documents to Buyer as reasonably requested by Buyer in connection with any dispute, infringement or claim regarding the Trademarks. The design, artwork and other visual content of any materials with any Trademarks or otherwise designed or developed by Buyer shall be as required by the Buyer and shall be considered works specifically made for hire for the Buyer to be owned solely and exclusively by the Buyer. All trademarks, copyrights, other intellectual property rights and rights of ownership to such materials shall, as between the Buyer and the Seller, inure to the Buyer and the Seller hereby assigns to the Buyer by way of present and future assignment all such rights.
16. The following clauses are incorporated herein by reference (the term "Contractor" in these clause shall mean "Seller"): the Equal Opportunity requirements prescribed by E.O. 11246, as amended, (41 CFR Chap. 60); the Affirmative Action requirements prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1974 (41 CFR Chap. 60) (Disabled Veterans and Veterans of the Vietnam Era); the Minority Business Enterprises requirements of E.O. 11625 (41 CFE Part 1); the Affirmative Action requirements prescribed by E.O. 11758 (41 CFR Chap. 60) (Handicapped); the Small Business and Small Disadvantaged Business Concerns requirements prescribed by Public Law 95-507; the Subcontracting requirements prescribed by Executive Order 12073, 41 CFR Chapter 1, relating to Utilization of Labor Surplus Area Concerns; and, the Utilization of Women-Owned Business Concerns requirement prescribed by E.O. 12138.
17. Where duty drawbacks are applicable on Goods exported by the Buyer in connection with this Order, the Seller will make any necessary data available to the Buyer for such claim.
18. **WAIVER OF JURY TRIAL, VENUE, AND ATTORNEYS' FEES AND COSTS:** Seller agrees that, in any suit, action, or proceeding based in tort or in contract brought by any of the parties hereto in connection with any matters whatsoever arising out of, under, or in connection with the terms of this Order, each of the parties hereto shall and do hereby waive trial by jury to the fullest extent permitted by law, and that the prevailing party in any such action shall recover from the other party all reasonable attorneys' fees, costs and expenses incurred through trial and all levels of appeal. In addition, Seller hereby irrevocably: (a) agrees that venue for any suit, action, or proceeding of any nature whatsoever arising out of, or in any way connected with, this Order shall lie exclusively in the state or federal courts in and for Dade County, Florida, (b) waives to the fullest extent permitted by law, any objection which it may have to the laying of venue in the above-described courts, and (c) waive any claim, defense, or objection that any suit, action, or proceeding brought in any of the above-described courts has been brought in an inconvenient forum. Further, Seller accepts and irrevocably consents to the personal and subject matter jurisdiction of the state and federal courts in and for Dade County, Florida in any suit, action, or proceeding arising out of, or in any way connected with this Order.

19. **APPLICATION OF FEDERAL ACQUISITION REGULATION:** To the extent that the requirements of the Federal Acquisition Regulations ("FAR") Sections 52.212-4, 52.246-9P11, 9P31, 9P52, 9P53) or 52.247-9P33 impose obligations upon the Buyer that require compliance by the Seller to insure Buyer's compliance therewith, those terms are incorporated herein by reference and shall supersede any conflicting terms of this Order. The term "Contractor" as used throughout the FAR shall be deemed to mean the "Seller".
20. **TRADE COMPLIANCE.** To support the Buyer's compliance with its regulatory requirements, Seller will timely provide Buyer with the information Buyer requests with respect to trade compliance, including but not limited to any information requested about the Seller's ultimate beneficial owner(s).
- A "**Comprehensively Sanctioned Country or Region**" is any country or region subject to comprehensive U.S. or EU sanctions. "**Embargoed Person**" means any individual or entity that is (i) identified on any sanctions list administered by the United Nations, the United States, or the European Union, (ii) is owned fifty percent (50%) or more in the aggregate by an Embargoed Person, (iii) is owned by the government of a Comprehensively Sanctioned Country or Region, or (iv) is itself organized or registered in a Comprehensively Sanctioned Country or Region.
- Seller attests that none of the products purchased by Buyer are sourced from Embargoed Persons or originate from a Comprehensively Sanctioned Country or Region.
- Should the Seller become designated as an Embargoed Person, become owned fifty percent (50%) or more by an Embargoed Person, sell to an Embargoed person, or it becomes unlawful for Buyer to perform under this Agreement due to sanctions laws and regulations administered by the United Nations, the United States, or the European Union (or any other trade regulations applicable to Buyer), this Agreement will terminate with immediate effect.
21. We believe that Suppliers approved to do business with us should observe the same philosophy in their actions and relationships affecting us that are set out in our Vendor Code of Business Ethics and Conduct, available at www.freshdelmonte.com/VendorCodeofConduct.
22. Should you wish to make a good faith report of a potential violation of our Code of Conduct and Business Ethics, our policies or applicable laws, we encourage you to make a report, with or without your name, to our Speak-Up line or by telephone using a toll-free number, available at speakupline.freshdelmonte.com, 24/7 in 40+ languages using a smartphone, tablet or any computer with internet access.