

Buyer, you should not bookmark this page because these terms and conditions are specific to the particular sale and may hereafter be revised from time to time by **Vi-Jon, LLC** (hereinafter "Company"). If revised, the Sales Terms and Conditions will be posted on the Consumer Product Partners Website and will thereafter be immediately effective for sales of Goods made thereafter. **Please re-read the Sales Terms and Conditions referenced in each subsequently acknowledgement or invoice that you receive because by accepting such acknowledgement or invoice after a revised version of the Sales Terms and Conditions has been posted you will be deemed to have accepted the revised version.**

#### COMPANY'S SALES TERMS AND CONDITIONS

1. Governing Terms and Conditions: Websites, advertising, and catalogs supply only general information and are not considered offers to sell on the part of Company. Any Goods sold to Buyer by Company is expressly conditioned upon Buyer's assent to the terms and conditions set forth herein. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained herein, Company's acceptance of said order shall constitute a counteroffer, and Buyer shall be deemed to have accepted these Sales Terms and Conditions unless Buyer notifies Company to cancel Buyer's order within five days of the first to occur of its receipt of or knowledge of applicability of Company's Sales Terms and Conditions. No additional or different terms offered by the Buyer shall be or become a part hereof or of Buyer's order, nor shall these terms and conditions be modified, without the express written approval of Company.
2. Prices, Taxes and Permits: Unless otherwise expressly agreed in writing (a) all prices are subject to change without notice, (b) Company's price shall be its price in effect at the time of shipment and (c) all prices exclude sales, use, franchise, license, excise and other taxes in respect of manufacture, sale or delivery of Goods furnished hereunder, export or import duties and inspection fees, all of which shall be paid by Buyer unless a proper exemption certificate is furnished.
3. Terms of Payment: Unless otherwise agreed in writing, the terms of payment shall be net thirty (30) days from date of invoice, and payment shall be cash in United States funds payable pursuant to Company's instructions. If Buyer fails to pay sums owed hereunder when due, interest shall accrue to Company's on such terms at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Company reserves the right to withhold shipment for non-payment and to make delivery in installments, and all such installments are to be separately invoiced and paid for at the then current price when due per invoice, without regard to subsequent deliveries. By placing its order, Buyer represents that Buyer is not insolvent. If Company finds it necessary to engage an attorney to enforce its rights hereunder, including without limitation, the collection of invoiced amounts, Buyer shall reimburse Company for all attorneys fees and costs related thereto, whether or not litigation is commenced. Buyer shall not be entitled to deduct or offset from the price invoiced to it by Company the amount of any claim by Buyer, unless such claim shall have been allowed in writing by Company. The provisions of the prior sentence are the essence of this sale. Any credit terms offered by Company are available only for as long as Buyer complies with all of its obligations under these terms and conditions, including without limitation, the provision requiring timely payment of invoices within stated terms.
4. Delivery: Unless otherwise agreed in writing, delivery will be f.o.b. Company's Plant. Delivery dates are approximate and subject to confirmation.
5. Risk of Loss: Buyer assumes all responsibility for risk of loss of, or damages to or caused by, Goods sold hereunder, at the plant of manufacture upon the earlier of delivery by Company or the shipment leaving the plant, including, without limitation, losses and damages arising from unloading, discharge, storage, handling and use. If the Buyer delays shipment for any reason, payments are to be made as if shipped on time and Goods sold hereunder shall be held at Buyer's risk and subject to reasonable storage charges.
6. Warranties: Company warrants to Buyer that, at the time of shipment, Goods furnished hereunder will conform to the agreed upon specifications. Vi-Jon warrants that the Products will not be contaminated, adulterated or misbranded, as those terms may be defined under federal or applicable state laws or regulations. In addition, Company warrants that all Products will comply with applicable law, regulations and standards regarding safety and quality. Recommendations of Company, if any, for the use of Goods sold hereunder are based upon laboratory tests believed to be reliable, but Company makes no warranty of any results Buyer might obtain in any particular application. The obligation of Company and the Buyer's sole and exclusive remedy hereunder, shall be limited, at Company's option to replacement at Buyer's plant of any defective goods or refund of the purchase price thereof. Buyer shall not return Goods unless authorized in writing by Company. Company shall have the right to inspect Goods at Buyer's installation. Buyer's failure to give written notice that Goods are non-conforming within 30 days of delivery shall constitute a waiver by Buyer of all claims for product defects. Notwithstanding the foregoing warranties and remedies, Company shall have no obligation hereunder if Goods become defective as a result of improper storage, contamination, adulteration, improper use or misapplication after delivery thereof to Buyer. Buyer assumes all risk of patent infringement by reason of any use Buyer makes of the Goods in combination with other substances or in the operation of any process. The above warranties extend only to the Buyer. Buyer agrees, represents and warrants that Buyer will, and is liable and responsible for ensuring directly or indirectly, that Goods are compliant with all applicable legal or regulatory requirements in any country outside the United States. This includes but is not limited to, any legal or regulatory requirements related to the manufacture, sales, transportation, storage, labeling (including translation into multiple languages), packaging (primary and secondary), non-infringement of third party intellectual property, registration, shipment, and export of Goods for sale outside of the United States. Company does not represent, warrant or guarantee and shall have no obligation to Buyer, or any third party, that the Goods comply with any legal or regulatory requirements applicable to the Goods in any country outside the United States, including, but not limited to, any legal or regulatory requirements related to the manufacture, sales, transportation, storage, labeling (including translation into multiple languages), packaging (primary and secondary), infringement on third party intellectual property, registration, shipment, and export of Goods for sale outside of the United States.

The parties agree that unless specifically accepted in writing signed by both parties, Company explicitly disclaims and rejects any and all regulatory reporting obligations or responsibilities that are primarily or initially the responsibility of the Buyer. In addition, in circumstances where regulatory reporting responsibilities may potentially be shared with or delegated to Company as the manufacturer, the company disclaims and rejects undertaking any such duties whatsoever. Such regulatory reporting responsibilities shall remain exclusively with the Buyer unless specifically accepted in writing signed by both parties. The Buyer agrees to fully indemnify Company and hold it harmless from any liabilities, claims, penalties or losses arising from the Buyer's own regulatory reporting responsibilities or any reporting responsibilities that could be construed as shared with or delegated to the manufacturer.

EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED (a) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, BY COMPANY WITH REFERENCE TO THE GOODS WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY COMPANY AND THE BUYER AND (b) THAT BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE REPRESENTATIONS OF COMPANY EXPRESSLY SET FORTH HEREIN.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL COMPANY BE LIABLE FOR ANTICIPATED PROFITS, FOR DAMAGES ON ACCOUNT OF NEGLIGENCE, OR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. FURTHERMORE, COMPANY SHALL NOT BE SUBJECT TO ANY SERVICE LEVEL FINES, PERFORMANCE FINES, COSTS OF ALTERNATIVE SUPPLY, OR SIMILAR FINANCIAL PENALTIES. COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED, AT COMPANY'S OPTION THE PURCHASE PRICE ALLOCABLE TO THE GOODS OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM OR THE REPLACEMENT OF SUCH DEFECTIVE GOODS BY COMPANY, OR FOR UNDELIVERED GOODS, THE DIFFERENCE BETWEEN THE MARKET PRICE AND COMPANY'S PRICE. COMPANY SHALL NOT BE LIABLE FOR PENALTY CLAUSES OF ANY DESCRIPTION.
8. Force Majeure: Either party shall be relieved from liability hereunder for failure to perform any of the obligations herein imposed, except the obligation to pay for Goods already delivered, for the time and to the extent of such failure to perform, if Buyer's failure to take, use or consume, or Company's failure to make delivery, is occasioned by any cause or causes of any kind or character reasonably beyond the control of the party failing to perform (any such cause herein called "force majeure"), including, without limitation: Acts of God, accidents, fire, explosion, flood, hurricanes; strikes, lockouts or other industrial disturbances, riots or civil commotion; war, declared or undeclared; compliance with any Federal, State, Municipal or Military law, regulation, order, or rule, foreign or domestic, including priority, rationing, allocation or pre-emption orders or regulations affecting the conduct of Company's business which Vi- Jon in its judgment and discretion deems it advisable to comply with as a legal or patriotic duty, or cancellation of Company's or Buyer's license to operate its plant; shortage or breakdown or other failure of facilities used for manufacture or transportation, shortage of labor; inability to secure, all at reasonable prices or on account of shortages, transportation, power, fuel, materials or supplies; or total or partial shutdown due to Company's normal plant turnaround or as required by Company's operation.
9. MSDSs: Buyer acknowledges that Company has furnished to Buyer Material Safety Data Sheets, including warnings and safety and health information concerning Goods and/or the containers for such Goods sold hereunder. Buyer agrees to disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may be exposed to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers.
10. Severability Clause: The invalidity or unenforceability of any one or more phrases, sentences, or Sections in these Terms and Conditions shall not affect the validity or enforceability of the remaining portions of these Terms and Conditions, or any part thereof. However, Company shall have the right to terminate this agreement if any provision related to price is invalid or unenforceable.
11. Indemnity and Choice of Law: Company agrees to indemnify, defend and hold harmless Buyer from and against all liability, damage, loss, cost, injury, and expense that may accrue to, be sustained by, or be suffered by Buyer arising out of third party claims against Buyer, including but not limited to claims for damage to person or property of Buyer and its customers, arising from the use, consumption, display, delivery, and/or sale of food and/or consumer products purchased by Buyer from Company. This indemnification provision shall not apply to any damage, loss, costs, injury or expense caused by the negligent act or omission of Buyer or its directors, members, officers, employees, agents and other representatives. To invoke this indemnification, Buyer must provide Company with written notice of any such claims within 90 days after Buyer's first knowledge thereof. Failure to provide timely notice as specified herein shall nullify Company's obligation to indemnify under this provision. Company shall have sole and exclusive control of the defense of any claims, including the choice and direction of any legal counsel. Buyer may not settle or compromise any claims for which it seeks indemnification hereunder without the prior written consent of Company.

Buyer hereby agrees to indemnify, defend, and hold harmless Company, its officers, directors, employees, representatives, and agents from and against any and all damages or injuries to persons and property or claims, actions, obligations, liabilities, costs, expenses, and fees of whatsoever nature, including reasonable attorney's fees, arising from any third party claim, suit or legal proceedings ("Claims") thereby incurred by Company, to the extent such liability, damage, cost or losses are attributable to (i) a breach by Buyer of these Terms and Conditions; (ii) negligence or misconduct of Buyer in performing its duties or discharging its responsibilities under these Terms and Conditions; (iii) failure of Buyer to comply with any applicable U.S. federal or state laws, rules and regulations in performing its duties or discharging its responsibilities under these Terms and Conditions; (iv) Company's (or third party's if acting on behalf of Company) sale of the Goods outside of the United States, including, but not limited to, Company's failure to properly transport, export, store, label, register and/or package Goods for sale outside of the United States or the Goods infringe on any third party intellectual property rights; or (v) Buyer's (or third party's if acting on behalf of Buyer) use of Company provided information in relation to Buyer's sale, exportation or registration of Goods outside of the United States. Nothing herein shall require Buyer to indemnify Company from Claims to the extent such liability, damage, cost, or losses are attributable to or caused by Company's own negligence or misconduct.

This Agreement shall be interpreted under the law of the state of Missouri without regard to the provisions related to conflicts of law. Company shall have the sole and exclusive right, which it may exercise at its discretion, to commence proceedings before any court having jurisdiction or refer the dispute to arbitration. Buyer hereby irrevocably consents to the exclusive jurisdiction and venue of the courts within the State of Missouri in all disputes arising out of or relating to the use of any confidential information provided under these Terms and Conditions. Buyer acknowledges and expressly agrees to be bound by the jurisdiction of the Missouri courts and consents to accept service of process by mail or by international courier, and will stipulate to the fairness and convenience of proceedings in such courts. Further, Buyer waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of Company with respect thereto. Buyer agrees to be bound by orders or process issued by the State of Missouri, without the necessity for international letters rogatory or other diplomatic process. BUYER AGREES THAT ANY FINAL JUDGMENT OBTAINED IN ANY ACTION OR PROCEEDING UNDER OR IN RELATION TO THESE TERMS AND CONDITIONS OF SALE, INCLUDING IN THE STATE OF MISSOURI COURTS, SHALL BE CONCLUSIVE AND BINDING UPON THEM, AND MAY BE ENFORCED IN THE COURTS OF ANY OTHER JURISDICTION. Enforcement of any judgment may be sought by any means available under the laws of such other jurisdiction, the United States, the State of Missouri, or any other applicable jurisdiction. Alternatively, if Company elects to pursue any remedies through arbitration, Buyer expressly agrees to submit the dispute to binding arbitration, which shall be conducted under the rules of the International Chamber of Commerce (ICC), shall be held in St. Louis, Missouri,

