



Graceland Global Terms and Conditions of Purchase

A. Parties, Items:

1. Parties: Graceland Fruit, Inc. or any of its affiliates ("GFI"), subsidiaries or divisions referenced on the purchase order that incorporates these terms and conditions of purchase (the "Order") is referred to as "Purchaser." The person or company indicated on the Order, with whom the Order is placed, is referred to as "Supplier."
2. Items: All products, materials, goods, services, supplies, or work covered by the Order, regardless of type, are referred to as "Items."

B. Acceptance

This order is for the purchase of the Goods and/or Services described on the front page, and any succeeding pages, of the Purchase Order, and is Graceland Fruit, Inc. (GFI) offer to Supplier. Acknowledgement hereof by Supplier to GFI shall constitute Supplier's acceptance of such order including all of the terms and conditions herein set out. Any additional terms of any acceptance or counter-offer are hereby expressly objected to and rejected. In the absence of such acknowledgement, commencement of delivery of the Goods and/or Services and acceptance of such deliveries by GFI shall constitute Supplier's acceptance of the terms and conditions hereof.

C. Warranty

In addition to and without prejudice to all other warranties expressed or implied by law, Supplier expressly warrants that all item purchase hereunder will conform to applicable specifications, drawings and samples, that they will be free from defects in materials or workmanship and that they will be fit for their intended use. Acceptance of said items by GFI after inspection shall not limit, release or discharge Supplier's liability under said warranties. The warranty period is longest of: four years from date purchaser accepts the items, the warranty period provided by applicable law, or the warranty period offered by Purchaser or its customers to end-users for the product into which the items are incorporated.

D. Inspection

All items purchased hereunder shall be subject to final inspection, test and approval at destination by GFI, notwithstanding prior payments or inspection at source. Payment for non-conforming Items shall not constitute an acceptance, or impair, limit or otherwise restrict Purchaser's right to claim any legal or equitable right, nor shall it relieve Supplier of any responsibility or liability for defects or breach of warranty that are discovered after delivery, payment or acceptance. GFI, without limitation to its other rights under this Purchase Order, may reject any item which contains defective materials or workmanship and does not conform to specifications, blueprints, or samples. Supplier shall bear all risks of loss for rejected items after written notice of rejection. Rejected items may be returned at Supplier's risk and expense at the full invoice price plus incoming transportation and handling charges, if any.

E. Packing and Shipment

Delivery shall be made as specified herein and no charge shall be made by Supplier for boxing, crating, packaging or carting unless specifically provided in the Purchase Order. Damage to any item not packed to ensure proper protection will be charged to Supplier. A packing list shall accompany each shipment showing GFI Purchase Order Number, listing only the items covered by this Purchase Order and the number of containers in which such items are packed. GFI's count or weight shall be final and conclusive if shipment is not accompanied by a packing list.

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F. Termination

GFI may cancel this order, in whole or in part at any time following the occurrence of any of the following events to or by Supplier: (a) failure to comply with all required laws, regulations or orders; (b) failure to use properly skilled personnel; (c) failure to comply with any of its obligations under the Order or any release issued pursuant to an Order; (d) in the event of the insolvency of Seller or the occurrence of any actions indicating insolvency (such as a petition by or against Seller under any chapter of United States bankruptcy or other country's equivalent laws, the appointment of a receiver for all or part of Supplier's property or an attempt by Supplier to make a general assignment for the benefit of creditors); or (e) there are substantial changes in the ownership/shareholder status of Supplier's business or (f) if deliveries are not made at the time and in the quantities specified. Purchaser also reserves the right to terminate this order in whole or in part, at any time, for its convenience, by notice to Supplier in writing. If this order is cancelled for convenience only, GFI will pay for finished product that has already been shipped or identified by Supplier for delivery. Any cancellation or termination by GFI, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of GFI against Supplier.

G. Additional Purchase Order Terms and Conditions on Purchaser's Website

All of the terms and conditions applicable to the Order are available on Purchaser's website at www.Gracelandfruit.com. The website sets forth terms and conditions in addition to those set forth above within the document titled "Supplier Quality Requirements Manual" (referred to herein as the "Additional Purchase Order Terms and Conditions"). The parties hereby agree that the Additional Purchase Order Terms and Conditions are expressly incorporated into the Order and are made a part thereof. The Additional Purchase Order Terms and Conditions shall have the same force and effect as the other terms and conditions set forth herein. If Supplier is unable to access Purchaser's website to read the "Supplier Quality Requirements Manual," Seller shall notify Purchaser prior to accepting the Order and Supplier will be provided with a paper copy of the "Supplier Quality Requirements Manual." By accepting the Order, the Supplier hereby confirms that the Supplier has read the "Supplier Performance Requirements Manual" and must comply with the same.

H. Conflict of Interest

Supplier agrees to immediately report any conflict or potential conflict of interest to GFI and to give a full disclosure of facts pertaining to any transaction or related activity that may be reasonably construed as a conflict of interest. Supplier further agrees to report to GFI the description of any influence adversely affecting the decision-making process of Supplier and the performance of services under this Purchase Order.

I. Compliance with Laws

Supplier warrants that the Items and their production or completion shall not violate or cause Purchaser to be in violation of any rights of third parties or of any laws, rules, regulations or orders applicable in the countries in which the Items are manufactured and to which they are destined. Supplier shall be required to obtain and pay for any licenses, permits, and inspections by public bodies required in connection with the manufacture, construction, sale and delivery of the Items; in all cases in strict compliance with all applicable anti-corruption laws.

J. Indemnification

Indemnification: Supplier shall indemnify and hold Purchaser, its agents, servants, consignees, employees, directors, officers, shareholders, licensees, and their customers, representatives, and end users (each a "Purchaser Indemnified Party") harmless from and against all expenses (including actual attorney's fees and expenses), losses, liabilities and damages (including special, incidental, consequential,

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punitive and exemplary damages) of any kind or nature (individually and collectively “Damages”) arising in connection with, based upon, related to or resulting from claims, demands, actions, causes of action, suits, proceedings or charges of whatever kind or nature (individually and collectively “Claims”) in connection with the Items, the Order or any other matter contemplated by these terms including but not limited to, Claims arising in connection with, based on, related to or resulting from (i) any tort (including negligence), personal or bodily injury, death, damage to private or public property, willful carelessness, an intentional act or omission, a defect, breach of express or implied warranty, failure to warn or strict liability arising in any manner from any application or use of the Items, (ii) Supplier’s failure to deliver the Items within the time required by the Order and (iii) any failure of the Items to comply with all terms and conditions of the Order. Supplier shall assume the defense of any Claim immediately upon receipt of a written notice from a Purchaser Indemnified Party of any such Claim and request by a Purchaser Indemnified Party for indemnification. The Purchaser Indemnified Parties may engage their own counsel, at Supplier’s expense, to participate in the defense of any such Claim and, if such Claim involves a request for remedy other than the payment of monetary damages, then Purchaser may assume control of the defense of such Claim without relieving Supplier of its obligation to provide indemnification. Supplier must not settle any Claim without first obtaining Purchaser’s written consent to such settlement.

K. Insurance

Unless different amounts are set forth in the body of the Agreement or any applicable Order, Supplier shall (at its own cost) obtain and have in place insurance coverage with reputable insurers of sufficient value and of the correct types to cover the Supplier’s activities carried out under the Agreement, including but not limited to the following:

1. Workers’ Compensation Coverage at statutory limits as applicable in any jurisdiction(s) in which Service Provider conducts business.
2. Employer’s liability insurance with limits of not less than \$5,000,000 (five million dollars) for any one claim;
3. Commercial general liability insurance that names GFI, its affiliates, subsidiaries as additional insureds with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate;
4. Products liability insurance for a minimum of \$5,000,000 (five million dollars) for any one claim;
5. If Service Provider (or its employees) uses a vehicle in the performance of its duties under these Terms and Conditions, Service Provider shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 Combined Single Limit per occurrence and include Hired and Non-Owned coverage as applicable. The Supplier shall promptly on request supply written evidence of such insurances to GFI.

L. Invoice and Payment

The original and other copies of invoices shall be mailed at the time of shipment. The time for payment of Supplier’s invoice shall commence with the date of actual receipt of the invoice by the Accounts Receivable Department or receipt of merchandise or completion of work, whichever is later. GFI may make adjustments to Supplier’s invoice either before or after payment due to shortage, late delivery, rejection, or other failure to comply with the requirements of this Purchase Order.

M. Title and Risk of Loss

Title Warranty: Supplier warrants that it has good title to the Items, free and clear of all liens and encumbrances, and will transfer such title to Purchaser. Supplier affirmatively waives any liens, whether based on statute or common law, that Supplier might otherwise have on any Items.

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Title and Risk of Loss: Title and risk of loss to the Items (other than raw fruit) shall remain with Supplier until the Items have been delivered to and accepted by Purchaser or its authorized agent or consignee at the location specified on the Order, unless otherwise specified on the Order. Title and risk of loss for raw fruit shall pass to Purchaser, upon Supplier's delivery to an agreed upon location, provided that if such location is a cleaning station title and risk of loss shall pass to Purchaser once the raw fruit has been weighed.

Notwithstanding anything to the contrary, if Purchaser rejects or refuses to accept tender or delivery of any Items (including raw fruit), where the Items (including raw fruit) tendered or delivered fail to conform to specifications or the terms hereof or where the quantity of Items (including raw fruit) delivered is in excess of the quantity specified on the Order or release, then title and risk of loss with respect to the Items shall shift back to the Supplier until Supplier cures any defects in the specifications, quantity or other nonconformities of the Items (including raw fruit) tendered or delivered or until Purchaser accepts in writing such nonconforming Items (including raw fruit).

N. General

All warranties shall be construed as conditions as well as warranties. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from or waiver of the provisions of the order shall be valid or binding unless approved by GFI in writing. This order shall constitute the entire agreement between the parties. Should there be a conflict between GFI and Supplier's terms and conditions, GFI's terms and conditions shall take precedence.

O. Complete Agreement and Governing Law

This Purchase Order, which includes any supplemental sheets, schedules, exhibits and riders annexed by GFI hereto, contains the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof. No change, addition or modification, of any of the terms hereof shall be valid or binding on GFI unless in writing, signed by an authorized representative of GFI. Supplier and GFI agree that this Purchase Order shall be interpreted and construed under the laws of Michigan and any action brought shall be handled by the state or federal courts located in Grand Rapids, Michigan.

Version 002
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