

## JUST BORN PURCHASE ORDER TERMS AND CONDITIONS

1. Contract - Acceptance of this order must be made by Seller by signing acknowledgement and must be limited to the terms and conditions contained herein. When accepted by Seller, this order shall constitute a binding contract between Buyer and Seller containing the terms and conditions set forth herein. If Seller wishes to modify or supplement any of the terms and conditions hereof, he shall so advise Buyer in writing prior to accepting this order. Unless amended in writing signed by both Buyer and Seller, any conflicts between Seller's offer and this Purchase Order shall be governed by the terms and conditions of this Purchase Order, which shall be deemed to constitute the sole contract between the parties relating to the subject matter hereof.
2. Warranties and Inspection - Seller expressly warrants that all materials and articles furnished hereunder (hereafter called "goods") will conform to applicable specifications, drawings, and samples, that they will be free from defects in material and workmanship, and that they will be fit for their intended use. Said warranties, however, shall not be deemed to limit any warranties or representations of additional scope given to Buyer by Seller or any warranties implied by law. The period fixed by law or agreement during which Buyer may assert any claim pursuant to applicable warranties shall commence with the date on which the goods are first put into use. Unless otherwise specified all goods will be subject to final inspection and acceptance at Buyer's plant. Payment by Buyer prior to final inspection and acceptance shall not constitute acceptance. Buyer may at his option hold rejected goods for Seller's instruction and at Seller's risk, or return them to Seller at Seller's expense, and Seller shall promptly reimburse Buyer for any and all damages, including incidental and consequential damages sustained by Buyer as a result of Seller's breach of warranty. No replacement of rejected goods may be made by Seller without written authorization from Buyer.
3. Packing and Shipments - No charge will be allowed for packing or shipping unless on this order. Shipments will be packed to secure the lowest transportation costs. Bills of lading must accompany each invoice.
4. Changes - Buyer shall have the right at any time before completion of the order to make changes in quantities and specifications, in delivery schedules, and methods of shipment and packages. If such changes cause an increase or decrease in prices or in the time required for performance, Seller shall notify Buyer thereof within ten days from the date of notification of the change, and an equitable adjustment shall thereupon be negotiated. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice issued and signed by Buyer.
5. Cancellation - Buyer may cancel this order in whole or in part on account of defects in the goods furnished hereunder, or if the goods are not delivered within the time stated in this order, or in case Seller makes an assignment for the benefit of creditors, or a receiver is appointed for Seller, or if proceedings in bankruptcy or for corporate reorganization are filed by or against Seller or upon Seller's failure to comply with any of the terms and conditions of this order.
6. Prices, Invoices, and Statements - Seller warrants that its prices hereunder are no higher than prices charged by it for the same or similar items and quantities to any other Buyer.
7. Taxes - Seller agrees that, unless otherwise indicated herein, (1) the prices herein do not include any state or local sales, use or other tax from which an exemption is available for purposes hereof, and (2) the prices herein include all other applicable federal, state, and local taxes in effect at the date hereof. Seller agrees to accept and use tax exemption certificates when furnished by Buyer. Federal Excise Tax, if applicable, must be shown separately on invoice.
8. Buyer's Use - Buyer, its successors and assigns, may subject all goods to further manufacture, may combine them with other articles, or sell or put them to any use whatsoever, and no claim for royalties or additional compensation may be made by Seller or anyone else by reason of such manufacture, combination, sale or use. All unpatented ideas, information, designs, devices, prints, drawings, and technical data concerning Seller's products, methods or manufacturing processes which Seller discloses or furnishes to Buyer in connection with this order shall, except only to the extent as may be otherwise specifically agreed in writing by Buyer and Seller, be deemed to have been disclosed or furnished as part of the consideration for this order, and Seller agrees not to assert any claims by reason of Buyer's use, duplication or disclosure thereof.
9. Patents and Proprietary Information - Seller shall indemnify and hold Buyer, its successors and assigns, harmless from and against any and all actions, claims, liability, cost, damage or expense, including attorney's fees and other expenses of defense, with respect to any claim of patent infringement or the infringement of any proprietary information of third parties arising out of the manufacture, use or sale of the goods called for by this order provided that this provision shall not apply if any such claim relates to specifications or information furnished to Seller by Buyer.

10. Confidential Information - All disclosures, drawings, specifications, patterns or technical information furnished to Seller by Buyer are the sole property of Buyer and are submitted in confidence upon the understanding and agreement by Seller that they shall not be disclosed or furnished to any third party, shall not be used by Seller in whole or in part for any purpose not designated by Buyer, and shall be returned to Buyer immediately upon Buyer's request. Furthermore, Seller shall make no announcements concerning the fact that Seller has contracted to supply any materials or services for Buyer without the prior written permission of Buyer.

11. Buyer's Property - All tools, equipment or material furnished to Seller by Buyer shall be and remain the personal property of Buyer and, whenever practicable, shall be plainly marked by Seller as the property of Buyer and shall be safely stored separately and apart from Seller's property. Buyer's property while in Seller's custody shall be held at Seller's risk, shall be insured by Seller at Seller's expense in amounts equal to replacement costs with loss payable to Buyer and shall be subject to removal at Buyer's request.

12. Indemnification - Seller shall indemnify and hold Buyer, its successors and assigns, harmless from and against any and all actions, claims, liability, cost, damage or expense including attorney's fees and other expenses Of defense, attributable in whole or in part to any act or omission of Seller, its employees, agents or subcontractors rising out of or in connection with (a) the filling of this order and the furnishing of any labor services whether or not due in whole or in part to the use or operation of materials, tools or equipment furnished by Buyer and (b) the use or sale of the goods called for by this order by Buyer or its customers.

13. Services on Buyer's Premises - If Seller, its employees, agents, or subcontractors are to furnish any labor or services of any kind whatsoever on Buyer's premises in connection with this order, Seller agrees to abide by Buyer's rules and regulations governing contractors and suppliers while working on or maintaining facilities on Buyer's premises, copies of which will be furnished on request.

14. Insurance Requirements - Seller shall, before providing goods or starting work, furnish Buyer with certificates of insurance from carriers of Seller and Seller's subcontractors (if any) evidencing the following kinds of insurance coverage with minimum limits as specified; (i) statutory workmen's compensation and occupational disease insurance; (ii) employer's liability insurance with minimum limits of \$500,000 each accident/each disease/each employee; (iii) commercial general liability and products liability insurance with minimum limits of \$1,000,000 per occurrence; (iv) contractual liability insurance covering the indemnification set forth in paragraph 12 hereof; (v) automobile liability insurance with minimum limits of \$1,000,000 per occurrence; and (vi) umbrella liability insurance with minimum limits of \$2,000,000 each occurrence. The certificates of insurance will list Buyer as an additional insured under the general, products, automobile, and umbrella liability policies and will for at least thirty (30) days prior to written notice of cancellation or modification.

15. Compliance with Law and Regulations - Seller agrees that it will comply with all federal, state, and local laws and regulations applicable to the productions, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.

16. Assignment - Except as otherwise expressly provided herein, neither this order nor any interest hereunder shall be assignable by Seller without the prior written consent of Buyer.

17. Waiver - No waiver of a breach of any provision of this order shall be effective to discharge in whole or in part any claim or right arising out of such breach unless such waiver is in writing and signed by Buyer.

18. Time of the Essence - Time is of the essence of this contract. Failure to tender conforming goods by the delivery date specified herein shall constitute a breach by Seller, and Seller shall have no right to make a later confirming tender except upon prior written authorization of Buyer.

19. Force Majeure - Strikes, fires, litigations, accidents, or other causes-beyond the control of Buyer, which shall affect Buyer's ability to receive and use the goods, shall constitute valid ground for suspension of shipment upon this order, upon notification to Seller by telegram or letter, and without penalty to Buyer except that cancellation for such causes may not be made without reimbursement to Seller for expenditures actually made for labor and materials upon the authority of this order.

20. Governing Law - This contract is to be construed in accordance with the law of the Commonwealth of Pennsylvania in which the office of Buyer is located which issued this order.

21. Acceptance of this order furthermore guarantees that no article hereafter shipped or delivered by Seller or Sub-Contractor to Seller is, when shipped or delivered adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended to the extent said Act is then effective and applicable, or an article which may not, under the provision of Section 404 or 505 of said Act, be then introduced into Interstate Commerce. Seller further guarantees that the articles comprising each shipment or delivery made to Buyer will not bear or contain any food additive, as of the date of such shipment or delivery, which is unsafe within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended. Seller further guarantees any such product when shipped, is free of Salmonella as determined by laboratory findings on composite lot samples by FDA approved procedures. This is a continuing guarantee, subject to revocation on written notice thereof. Seller guarantees that any ingredients specified to be Kosher to Buyer will meet kosher certification standards of the Kashruth Division of the Union of Orthodox Jewish Congregations of America when shipped.