

TERMS & CONDITIONS — Dinex

1. Terms and Method of Payment

- a. All orders are subject to approval and acceptance by SELLER. No order accepted by SELLER shall be subject to cancellation, termination, suspension, change, reduction, cutback or other modification except with SELLER'S prior written consent.
- b. Our standard terms of payment are net 30 days from invoice date. The amount of terms of credit, if extended, may be changed or credit withdrawn by SELLER at any time. No orders will be shipped on a COD basis.
- c. Prices do not include federal, state or local taxes, duties or other levies, now or hereafter enacted, applicable to the items deliverable under the sales order or invoice (hereinafter called ITEMS), which taxes, duties, or other levies will be added by SELLER to the sales price and will be paid by BUYER unless BUYER provides SELLER with a proper exemption certificate.
- d. Packaging for commercial shipment is included in the contract price. Any special packaging, crating or shipping instructions must be noted on BUYER'S original order and acknowledged by SELLER.

2. Title and Delivery

The ITEMS shall be delivered F. O. B. SELLER'S plant, and title thereto shall pass to BUYER, upon SELLER'S delivery of the ITEMS to a common carrier for shipment to BUYER. Freight is prepaid on all orders (except for equipment products and customer products) of 150 cases and over to one destination within the contiguous 48 United States. Transportation charges for all capital equipment (includes drying & storage carts, delivery carts, base heaters, etc.) are prepaid and added to invoice. Freight on prepaid International Shipments will be paid on normal ground transportation from shipping point to the consignee. When the order qualifies for prepaid freight, Seller shall have the right to select the means of transportation. If Buyer requires a means of transportation other than the one normally selected by Seller, any extra cost incurred by reason of using such other means shall be paid by Buyer. Palletized international orders requiring heat treated pallets will be charged \$4.25 net per pallet. International orders requiring heat treated certified bark-free pallets will be charged \$18.50 net per pallet. Any accessorial charges incurred because of a customer request will be the responsibility of the requester. Any items backordered from a prepaid shipment will be forwarded prepaid. Items backordered from ex works shipments will be forwarded ex works.

3. Inspection and Acceptance

Thoroughly inspect all shipments. Do not accept a damaged or short shipment until exception is noted on the freight bill. BUYER will be held responsible for all shipments with freight bills signed free and clear. If concealed damage is discovered, contact the freight company immediately for inspection. Concealed damage must be reported to the carrier within 7 days of receipt. All damaged goods and shortages that are not properly documented and reported upon receipt become the sole responsibility of the BUYER.

4. Patent Indemnification

SELLER shall protect and indemnify BUYER and its directors, officers, agents and employees against all claims for damages or profits, including all reasonable costs incurred by BUYER in connection therewith, arising from infringement of patents, copyrights, trademarks or misappropriation of designs.

5. Returns and Cancellations

There will be a 20% cancellation charge for all capital equipment orders.

No returns will be accepted without an authorization number from CFS Brands Customer Service. An authorization number may be obtained by calling 800 654 8210 and requesting a Return Authorization from Customer Service. All requests for return must occur within 90 days of the original shipment of the product unless special authorization is obtained. Merchandise returned without authorization will be refused and returned to the customer, freight collect. Any merchandise must be returned freight prepaid, and is subject to a minimum of 20% restocking charge.

All returned goods must reference the original invoice and purchase order. Returned goods must be in original standard packs and in unused salable condition. Special Order Products and discontinued items will not be accepted for exchange or return. This includes any articles custom imprinted or modified for purchaser.

6. General

- a. All prices are list and subject to change without notice. Orders from authorized accounts will be accepted with the understanding that prices are those in effect at the time of shipment. These prices are exclusive of all sales taxes which may be levied by State, Federal, or City governments.
- b. Orders less than \$750.00 net will be charged a \$75.00 handling fee. The initial order requirement for a new customer is \$3,500 net, and must be accompanied by a tax exemption certificate.
- c. Orders calling for less than a standard case pack will be automatically increased to next full case.
- d. Orders requiring 3rd Party or Collect freight billing terms will be assessed a \$10.00 per order processing charge.
- e. All orders of custom products are subject to shipment of plus or minus 10% of the quantity ordered.
- f. No ITEMS to be furnished hereunder shall be exported by BUYER unless SELLER is first notified in writing of the intention to so export and all applicable regulations and licenses are complied with and obtained by BUYER or its customer.
- g. SELLER hereby certifies that the goods described herein of its manufacture will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all order of the United States Department of Labor issued under Section 14 thereof. SELLER further certifies that it is in compliance with the Equal Employment Opportunity clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance.
- h. SELLER is not responsible for typographical errors made in any of its publications or for stenographic or clerical errors made in preparation of quotations, sales orders, acknowledgments, or invoices. All such errors are subject to correction.
- i. This agreement shall be governed by the laws of the state of Oklahoma.
- j. SELLER'S "Terms and Conditions" as set forth above shall govern all transactions. Any inconsistent terms of BUYER wherever set forth and whether oral or written, shall not be binding upon SELLER unless agreed to by SELLER in writing. No waiver or exception to any of the hereinabove enumerated conditions or any of the special terms and provisions relating to any order shall be binding upon SELLER unless agreed to in writing by SELLER.
- k. SELLER reserves the right to change or discontinue the color, design, component content or price of any ITEMS in SELLER'S catalog or published price lists without prior notice at any time.

The specifications and prices listed in this document are subject to change. CFS Brands does not assume responsibility for typographical errors.