

## **Valio General Terms and Conditions of Sale**

### **1. Modification of Terms; Express Rejection of Other Terms.**

These General Terms and Conditions of Sale (the “Terms”) shall control the sale of all Valio products and constitute a binding agreement between Valio and Buyer. “Valio” means Valio USA, Inc. or any of its affiliates or subsidiaries. Valio's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set out in these Terms. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's failure to submit written objection, or from Buyer's acceptance of all or any part of the products ordered. No addition to or modification of these terms and conditions shall be binding upon Valio unless Valio agrees to such terms in a signed writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to these Terms, acceptance of any order by Valio shall not be construed as acceptance of such contrary or additional terms and conditions, or constitute a waiver by Valio of any of the Terms. Unless alternate terms are contained in a contract or other writing signed by an officer of Valio, these Terms shall control. Any reference to Buyer's purchase order by Valio shall not affect or limit the applicability of the Terms.

### **2. Price.**

Unless otherwise confirmed in a signed writing by Valio, (a) all prices, quotations, shipments and deliveries by Valio are FOB Valio's plant; (b) all base prices, together with related extras and deductions, are subject to change without notice; (c) all orders are accepted subject to Valio's price in effect at the time of shipment; and (d) all transportation and other charges are for the account of Buyer, including any increase or decrease in such charges prior to shipment.

### **3. Taxes.**

Any tax which Valio may be required to pay or collect through assessment or otherwise under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use, or consumption of any products described herein, including without limitation, taxes upon or measured by receipts from sales, shall be for the account of Buyer and may be added to the price of such products. Buyer shall promptly pay the amount thereof to Valio upon demand but may, in lieu of such payment, furnish tax exemption certificates acceptable to the appropriate taxing authorities to Valio.

### **4. Setoff; Deductions.**

In no event is Buyer authorized to set off or deduct any amounts from the amounts owed Valio unless specifically authorized in writing by Valio.

### **5. Credit.**

All orders are subject to the approval of Valio. Credit terms (including payment terms and credit limits) will be set according to Valio's credit guidelines, which may be changed from

time to time. Buyer's credit terms and performance will be reviewed periodically per the guidelines and account credit terms are subject to change in Valio's sole discretion. Valio may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security in compliance with Valio's credit guidelines. Valio may require payment in full or other security in advance.

**6. Default in Payment.**

If Buyer fails to make payments on any contract or order between Buyer and Valio in accordance with Valio's terms, Valio, in addition to any other remedies available to it, may, at its option (a) defer further shipment until such payments are made and satisfactory credit arrangements are re-established; or (b) cancel the unshipped balance of any order. Past due payments shall be charged the maximum interest allowed by law.

**7. Product Availability or Shipping Point.**

Valio's acknowledgment of receipt of a Buyer order is not a guarantee of the availability or supply of such products. Buyer will be notified of the products made available in Valio's purchase order acceptance. Unless otherwise specified by Valio, Valio reserves the right to produce and ship all or any part of the products specified in any order from any plants or facilities, including contracted facilities.

**8. Specifications.**

Valio shall have no obligation to ensure that any products purchased from Valio meet Buyer's unique specifications or other requirements unless such specifications or other requirements are set forth in Buyer's purchase order and expressly accepted in a signed writing by Valio.

**9. Transportation.**

Valio designated the mode of transportation and carrier. Valio will use commercially reasonable efforts to comply with Buyer's requests as to method of transportation, but Valio reserves the right to use an alternate method of transportation, whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Valio to be unavailable or would compromise product quality or safety. In any such case, Valio shall promptly notify Buyer of any such change.

**10. Claims.**

Unless otherwise expressly agreed by Valio, claims respecting the condition of products, compliance with specifications or any other matter affecting products shipped to Buyer must be made promptly and in no event later than ten (10) days after receipt of the products by Buyer. In no event shall any products be returned, reworked or scrapped by Buyer without the express written authorization of Valio.

**11. Force Majeure.**

Valio shall not be liable for any failure, delay in, or impairment of performance resulting in whole or in part from fire, floods, or other catastrophes; acts of God; severe weather conditions; strikes, lockouts, or labor disruption; pandemic (including COVID-19), epidemic, or quarantine; wars; riots; embargo delays; raw material market conditions; the inability to procure supplies or raw materials or shortages of transportation equipment, fuel or labor; or any other similar or dissimilar circumstance or cause beyond the reasonable control of Valio. Additionally, manufacture, shipment, and delivery are subject to any prohibition, restriction, priority allocation regulation, or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.

**12. Limited Warranty.**

Products are sold subject to Valio's standard guaranty (attached hereto as Schedule 1) and are incorporated herein by reference. If Buyer discovers that any of the products fail to meet the guaranty provided herein, Buyer shall promptly notify Valio and Valio shall promptly reimburse Buyer by means of a refund or credit for the purchase price of the products in question or replace the products, at Valio's option. The foregoing remedy shall be Buyer's sole remedy for failure of the products to comply with the above guaranty. VALIO SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY, TO THE EXTENT PERMITTED BY LAW AND EVEN IF VALIO OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY OF THE FOLLOWING DAMAGES NO MATTER WHETHER DEEMED DIRECT, INDIRECT, OR OTHERWISE: LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL OR REPUTATION, OR DEGRADATION IN VALUE OF BRANDS. VALIO HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**13. Cancellation.**

Orders cannot be canceled or modified by Buyer after acceptance except by a signed writing by Valio.

**14. Waiver.**

Waiver by Valio of any breach of these Terms shall not be construed as a waiver of any other breach, and the failure of Valio to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.

**15. Assignment.**

Buyer shall not assign any order or any interest therein without the prior written consent of Valio. Any such actual or attempted assignment without Valio's prior written consent shall entitle Valio to cancel such order upon written notice to Buyer.

**16. Choice of Law and Venue.**

All orders and these Terms shall be governed by and interpreted in accordance with the laws of the State of New Jersey, excluding its conflict of laws principles. Litigation of disputes arising under this order and/or these Terms shall be brought only in federal courts in the State of New Jersey or, to the extent federal court is unavailable, state court in the State of New Jersey.

**17. Waiver of Jury Trial.**

THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM, OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY PURCHASE FROM VALIO, OR THESE TERMS, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS, OR OTHER THEORIES OF LIABILITY.

**18. Entire Agreement.**

These Terms together with invoice, constitute the entire agreement between Buyer and Valio with respect to any order.

## **GUARANTY**

1. The article comprising each shipment or other delivery hereafter made by Valio to Buyer is hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and not an article which may not, under the provisions of section 404, 505, or 512 of the acts, be introduced into interstate commerce.
2. This guaranty is executed by Valio subject to the condition that if an article is delivered under a label designed or furnished by Buyer, Valio's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the standard, if any, for the product, or the purchase specifications.
3. This guaranty replaces a continuing guarantees previously given by Valio to Buyer and shall continue in effect with respect to all articles ordered by Buyer from Valio prior to the receipt of written notice of its revocation at the office of Buyer. Notice of the acceptance of this guaranty by the Buyer is waived.