

**GOLD MEDAL PRODUCTS CO.
TERMS AND CONDITIONS OF PURCHASE ORDER**

ACCEPTANCE - Seller agrees with and shall be bound by this order and all of its terms and conditions upon its written acknowledgement or acceptance of this order, or upon the delivery of all or any part of the products or services ordered, including any description of products or sale terms set out on the Buyer's worksheet (e.g. co-op advertising allowances, volume discounts, etc.). Any waiver, alteration or modification of the terms and conditions of this order must be in writing and signed on behalf of Buyer by its authorized agent in order to be binding on Buyer. Buyer is not bound by any printed material on Seller's acknowledgement forms, invoices, or other documentation which attempts to impose conditions and terms in conflict with this order. Buyer reserves the right to cancel this order or any portion of it, without incurring any liability, at any time prior to Buyer's receipt of the goods being thereby cancelled. The purchase order, any exhibits or attachments and these terms and conditions comprise the complete and final agreement between Buyer and Seller concerning its subject matter and supersede all prior negotiations, proposals, representations, understandings or agreements between the parties either written or oral.

WARRANTY – Seller warrants that (in addition to all warranties implied by law, none of which may be negated, restricted, limited, excluded or modified by Seller) all products and services covered by this order will be in strict accordance with all of Buyer's specifications and descriptions and will be of good material and workmanship and free from any and all defects whatsoever. This warranty shall be in addition to any other warranty given to Buyer by Seller or provided by law. Any attempt by Seller to limit liability or to negate, restrict, limit, exclude or modify the application of the warranties provided for in this agreement or by law shall be of no effect. Seller also represents that it is financially solvent, has marketable title to the goods and the right to convey them and that the goods sold are unencumbered and free from security interests and liens. Material and items not in concurrence with Buyer's specifications and any deviation is subject to return at Seller's expense.

INDEMNIFICATION AND DUTY TO DEFEND – SELLER SHALL INDEMNIFY, DEFEND (AT BUYER'S OPTION) AND HOLD HARMLESS THE BUYER AND ANY OF ITS CUSTOMERS FROM AND AGAINST ALL ACTIONS, LOSS, LIABILITY, COST, DAMAGES AND EXPENSE (INCLUDING ATTORNEYS' FEES, ANY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY) RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE PRODUCTS DESCRIBED HEREIN, THE PERFORMANCE OR NONPERFORMANCE OF THE PURCHASE ORDER, OR ANY ACTUAL OR ALLEGED BREACH OF SELLER'S EXPRESS OR IMPLIED WARRANTIES HOWEVER CAUSED. FOR PURPOSES OF ANY SUIT OR LIABILITY AGAINST SELLER IN REGARD TO THE PRODUCTS DESCRIBED HEREIN, THE STATUTE OF LIMITATIONS WILL START TO RUN AS

OF THE TIME THAT ACTUAL DAMAGES ACCRUE WHICH RESULT IN LOSS OR PROPERTY DAMAGE.

INSURANCE – Seller shall maintain and keep in force at its own expense, Commercial General Liability Insurance, including products and contractual liability, with a combined single limit of \$1 million per occurrence in excess of its deductible and naming Buyer as an additional insured. Seller shall provide a Certificate of Insurance to Buyer upon request with evidence of the above listed coverage and indicating Buyer as an additional insured.

RISK OF LOSS - As between Seller and Buyer, risk of loss remains on Seller until receipt of the goods in Buyer's warehouse regardless of any contrary intention indicated by the shipping terms. Destruction of the goods shall not excuse performance by Seller.

PRICING - Seller's acceptance of this Purchaser Order is with the understanding that the merchandise ordered will be sold to Buyer at the lowest prevailing prices and proportionately equal to the best terms available to any other similarly situated wholesaler or distributor. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation, and all taxes and duties that buyer is required to collect.

DISCOUNTS - Discounts will be calculated from the date the invoice is received in proper form or from the date proper products or services are received and accepted, whichever is later.

SHIPMENTS - Each **SHIPMENT** must be covered by a **SEPARATE INVOICE**. The purchase order number must appear on all invoices, cases, packages and correspondence. Substitutions will not be accepted and Seller shall not ship excess quantities. Any products received as a substitution or in excess quantities are hereby rejected and will be held for disposition at Seller's expense and risk. Buyer reserves the right to inspect and either accept or reject product that contains any defective materials, workmanship or design, or fail to conform to the required specifications.

APPROVED SUPPLIER PROGRAM – Seller agrees to comply with the Buyer's Approved Supplier Program (when applicable) and once approved shall notify Buyer of any changes to documents provided as part of the program. Seller will not ship any products affected by the changes until notice has been received and approved by Buyer.

PRODUCT CHANGES – Seller agrees that products provided shall conform to the specifications provided or otherwise approved by Buyer including, but not limited to, the certificate of analysis, ingredients statement, and allergen statement. Seller further agrees to provide Buyer with prompt notice of any changes in product specifications from that previously approved by Seller and not to ship any product with different specifications until approved by Buyer.

EQUIPMENT - Seller agrees that it will use any designs, tools, patterns, drawings, information and equipment furnished by Buyer only in the production of products or services ordered and not otherwise, unless with Buyer's written consent. Buyer does not

warrant the accuracy of the tools, dies, fixtures or equipment which it furnishes and all work must be in strict accordance with blueprints and specifications. Upon completion or termination of this order all items furnished shall be returned to Buyer at Seller's expense. Any damage to such items while in the possession of the Seller shall be immediately repaired or replaced at Seller's expense.

BUYER INFORMATION/ORDERS - Buyer may, at its discretion, provide Seller with certain confidential or proprietary information relating to Buyer's purchase and/or sale of Seller's merchandise. Seller acknowledges that such information, together with any other information of or pertaining to Buyer provided to Seller by Buyer or learned by Seller as a consequence of the business relationship between Buyer and Seller (the "Buyer Information"), is provided and received in confidence, and Seller shall at all times preserve and protect the confidentiality thereof. Seller agrees to take all necessary steps to ensure that the Buyer Information shall not be disclosed to, or used by, any person, association or entity except Seller's own employees having a need to know. BUYER MAKES NO WARRANTY WITH RESPECT TO THE BUYER INFORMATION OR THE ACCURACY OR COMPLETENESS THEREOF, AND IS PROVIDING SAME ON AN "AS IS" BASIS. ALL IMPLIED WARRANTIES WITH RESPECT TO THE BUYER INFORMATION, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Seller acknowledges and agrees that any sales forecast, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent estimates for planning purposes only, and that the Buyer shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, or unfinished raw materials, not covered by an order. Any overages are subject to return to the Seller at Seller's expense. All specified releases against total quantities are to be considered firm orders.

NONWAIVER AND SEVERABILITY – No course of dealing between the parties, nor any failure by Buyer at any time, or from time to time, to enforce any term or condition of the Contract Documents shall constitute a waiver of such term or condition or Buyer's remedies under such term or condition. No waiver of a breach of any provision shall constitute a waiver of any other breach or of such provision. Should any provision of these terms and conditions be held invalid or unenforceable, the remaining terms and conditions will remain in full force and effect consistent with the terms and conditions taken as a whole.

APPLICABLE LAW – This agreement, including all contract documents, attachments and these terms and conditions, shall be governed by the laws of the State of Ohio and all legal actions shall be brought in a court of competent jurisdiction in the State of Ohio.

PRODUCT SAFETY AND REGULATORY COMPLIANCE - All products purchased by the Buyer for any purpose must comply with all applicable international, federal, state, and local laws and regulatory requirements. This also includes all Buyer policies and procedures for quality standards that have been created to comply with the above. As applicable, by providing goods or services to Buyer Seller certifies compliance with the following non-exclusive list of requirements, laws and their related

implementing regulations, including future amendments, supplements and improvements:

U.S. Consumer Products Safety Act

Consumer Products Safety Improvement Act of 2009

All Regulations, Laws, & Standards as administered by the U.S. Consumer Products Safety Commission (CPSC)

Flammability Fabrics Act

Federal Hazardous Substance Act

Food, Drug and Cosmetics Act

Toxics in Packaging laws (including but not limited to CONEG model legislation)

California Proposition 65

Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
EC1907/2006

Company Restricted Substance List that either bans or limits chemicals in the use of the products

Company's specifications for the products

IMPORTANT: IT IS THE SOLE RESPONSIBILITY OF SELLER TO KNOW, UNDERSTAND, AND COMPLY WITH ALL INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS AND REGULATORY REQUIREMENTS APPLICABLE TO ITS PRODUCTS.