

DEL MONTE FOODS PURCHASE ORDER TERMS AND CONDITIONS

"Buyer" means Del Monte Foods, Inc. "Seller" means the vendor or supplier to whom this Purchase Order has been issued. "Order" refers to this Purchase Order and all its amendments, exhibits, and attachments. The latest version of the terms and conditions can be found at delmontefoods.com. **Seller's Performance against this Order constitutes Seller's acceptance of all terms and conditions.**

1. **Title and Risk of Loss.** Title to goods and risk of loss shall pass to Buyer upon delivery, free and clear of all charges, claims, and liens of any nature. Unless otherwise agreed in writing, title to goods and all risk of loss during shipment and, if shipment is from a foreign point, until clearance by the U.S. governmental department or agency having jurisdiction, shall remain with Seller irrespective of F.O.B. point or other terms. If shipment is from a foreign point, Seller shall fully comply with all provisions of the customs laws of the country of import. Seller shall pay all duties, taxes, tariffs, broker fees, insurance, and other costs associated with delivery of goods to Buyer, unless otherwise agreed in writing.

2. **Delivery; Transportation Costs.** If the terms of sale are F.O.B. Seller's facility, Seller shall indicate delivering carrier on bill of lading and follow Buyer's routing instructions. Seller shall not charge Buyer for packing, boxing, draying, or storage, unless otherwise agreed in writing. If the terms of sale are F.O.B. Buyer's facility, Seller shall pay all transportation charges. Seller shall bear excess transportation or other costs resulting from any deviation of the terms set forth in this Order.

3. **Identification.** Seller shall indicate Seller's name and Buyer's Purchase Order numbers on all invoices, packages, shipping documents, and correspondence.

4. **Discount Period; EDI.** Any discount period shall begin when Buyer receives both invoice (electronic or hardcopy) and proper shipping papers, or when Buyer receives goods, whichever is later. Seller shall utilize EDI processes specified by Buyer.

5. **Time of Delivery; Buyer's Remedies.** Time of delivery is of the essence of this Order. If Seller fails to make shipment as per time specified in this Order (or if no time is specified, within 5 days of receipt of this Order), Buyer may refuse any goods and cancel this Order, and Seller shall return any advance payments to Buyer within 5 days of Buyer's such refusal or cancellation. Seller shall indemnify Buyer for any losses or damages suffered by Buyer due to late delivery. Buyer may cancel any part of this Order which remains unfilled after (a) the beginning of any bankruptcy proceedings by or against Seller or (b) the appointment of an assignee for the benefit of Seller's creditors or of a receiver. Buyer's payments for or acceptance of all or any part of this Order shall not bind Buyer to accept future shipments or deprive Buyer of its rights to (a) cancel or return at Seller's risk and expense all or any portion of goods because of (i) Seller's nonconformity to this Order or other breach of warranty, or (ii) any defects, latent or patent, in such goods, or (b) make any claim for damages, including manufacturing costs and other consequential and special damages incurred by Buyer. Buyer's such rights shall be in addition to any other remedies provided by law.

6. **Hazardous Materials; MSDS.** If materials in this order are covered under provisions of the U.S. Federal Hazard Communication Standard (1910.1200), a Material Safety Data Sheet must be provided to the plant prior to shipment of the materials. Failure to comply shall result in Buyer being unable to accept delivery.

7. **Inspection.** Buyer may (a) upon notice, inspect Seller's production and warehouse facilities to determine compliance with the warranties set forth herein, (b) inspect all articles and materials supplied by Seller and (c) reject any articles or materials not in accordance with Buyer's specifications ("Specifications"), if applicable, or with Seller's representations and warranties set forth in Sections 9 and 10 below, or shipped contrary to Buyer's shipping instructions, and return such articles or materials at Seller's risk and expense. Seller shall pay all handling and incoming and outgoing transportation charges. Unless otherwise specified, Seller shall accept Buyer's count and/or weight as final. Returned articles or materials are not to be replaced unless Buyer instructs otherwise. Failure to give notice of defects to Seller shall not constitute Buyer's waiver of Seller's breach of warranty or of any other condition.

8. **Price Change.** Seller shall not, without Buyer's prior written approval, charge Buyer higher prices than specified in this Order or, if this Order is unpriiced, charge prices higher than last charged or quoted for goods or services described in this Order. If Seller reduces its price on the articles or materials covered under this Order before all deliveries under this Order are fulfilled, Seller shall provide Buyer the benefit of such price reduction on any undelivered portion of this Order. If Buyer bears an imposition of any tax on the articles and materials hereby furnished, Seller shall remit to Buyer any refund which Seller might receive by reason of the unwarranted collection of such tax. Buyer reserves the right to modify its Specifications at any time. Seller shall advise Buyer of any cost changes resulting from the modified Specifications, and Buyer shall have the right to either accept such cost changes or terminate this Order. Any cost reductions resulting from a change in Specifications shall be for the benefit of Buyer.

9. **Seller's Representations and Warranties.** Seller represents and warrants that:

(a) All articles and materials furnished under this Order (i) comply in all respects with any applicable Specifications, (ii) are fit for the purpose intended, (iii) are merchantable, (iv) are subject to Buyer's inspection upon receipt, and (v) are free from defects in materials or workmanship. All articles and materials shall function satisfactorily for a period of 1 year from the date of delivery (or longer if otherwise provided in writing) if handled in accordance with reasonable procedures and Seller's instructions, if any.

(b) **"Food Products"** mean any articles or materials that contain or are an ingredient or for use in the manufacture of foods or drugs. **"Packaging Products"** mean any articles or materials that are for use as equipment for holding, handling, or processing of Food Products, are materials for the packaging of Food Products, or are a component of such packaging materials. Seller guarantees that all Food Products and Packaging Products are (i) produced, manufactured, processed, labeled, marked, and shipped in compliance with (x) good manufacturing practices prevailing in the food production and packaging industry and (y) all applicable international, federal, state and local laws and regulations of the U.S. and the country of manufacture (including without limitation the U.S. Federal Food, Drug, and Cosmetic Act (including the Food Additives Amendment of 1958), the U.S. Federal Insecticide, Fungicide, and Rodenticide Act, the U.S. Federal Hazardous Substance Act, and California's Safe Drinking Water and Toxic Enforcement Act of 1986), (ii) not adulterated, contaminated by foreign materials, misbranded, mislabeled or falsely invoiced within the meaning of the FDA Act, and are not goods which may not, under Sections 404 or 405 of the Act, be introduced into interstate commerce, and (iii) not treated with any pesticide other than those accepted by the Environmental Protection Agency and in accordance with all applicable laws.

(c) All Food Products and Packaging Products are free from per- and polyfluoroalkyl substances (PFAS), perfluorooctanesulfonate (PFOS), bisphenol A (BPA), ethylene-vinyl alcohol copolymer (EVOH), or phthalates (together, **"Chemicals"**). Where applicable, the least toxic alternatives have been used to replace Chemicals in such products. Seller has assessed the usage of Chemicals in such products' manufacturing processes and has made best efforts to eliminate the usage of Chemicals. All warranties of the Food Products and Packaging Products shall survive Buyer's acceptance of such products and Buyer reserves the right to require Seller to replace any such products not supplied in accordance with representations and warranties set forth in this Section, free of cost to Buyer.

10. **Legal Compliance; Ethical Practices.** In fulfilling this Order, Seller shall comply with:

(a) Buyer's Supplier Code of Conduct, Buyer's statement regarding California Transparency in Supply Chains Act of 2010, Buyer's Deforestation Policy, set forth at delmontefoods.com and incorporated herein.

(b) All applicable provisions of the U.S. Fair Labor Standards Act, as amended, and regulations and orders promulgated under the Act; and all applicable international, federal, state, and local laws and regulations of the U.S. and the country of manufacture regarding child labor, wage and hour, and occupational safety and health. Seller shall not engage in any (i) unfair labor, wage, or benefits practice, (ii) practice in violation of the laws of any country in which Seller conducts business, (iii) practice involving unsanitary, unhealthy, or unsafe conditions, (iv) practices involving employment of child, (v) practices involving forced, indentured, involuntary, prison, or uncompensated labor, (vi) practices involving the use of corporal punishment, (vii) practices involving discrimination based on race, gender, national origin, or religious beliefs, or (viii) any other similar employment activities or conditions. Seller shall maintain a strict policy of nondiscrimination.

In this subsection, **"child"** means a person who is 15 years old or younger. This Order incorporates by reference the terms of Executive Order 13496 and 29 CFR Part 471 Appendix A to Subpart A. Seller shall further comply with the Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, and the Affirmative Action Clauses in 41 CFR 60-1.4, 60-4.3(a) and 60-300.5(a) and 41 CFR 60-741.5 Subpart A and applicable implementing rules and regulations of the Office of Federal Contract Compliance Programs which are incorporated herein by specific reference. As required by applicable law, Seller (and permitted subcontractors) with 50 or more employees shall maintain an Affirmative Action Plan and file EEO-1 and VETS-100 reports. This Order incorporates by reference: the utilization of Small Business and Small Disadvantaged Business Concerns clause prescribed by Public Law 95-507; the requirement of the Utilization of Labor Surplus Area Concerns clauses set forth in 41 CFR 1-1.805-3; the utilization of Women-Owned Business Concerns clauses set forth in 41 CFR Chapter 1. If this Order covers

performance of labor at Buyer's premises, only labor acceptable to Buyer may be employed even if such performance of labor results from or is incidental to Seller's supplying articles, material, equipment, parts, or work covered by this Order.

(c) All applicable laws, rules and regulations of the U.S. and the country of manufacture regarding health, environmental, social responsibility, and sustainability practices.

(d) U.S. Customs laws or regulations, international agreements, or the laws of the country of manufacture. The prices for goods purchased by Buyer under this Order and all allowances made and services provided by Seller in connection with this Order shall not be discriminatory and shall not violate the U.S. Federal Trade Commission Act, the Robinson-Patman Act, or any similar applicable laws or regulations.

(e) All applicable laws and regulations of the U.S. and the country of manufacture regarding anti-corruption and bribery, including without limitation the U.S. Foreign Corrupt Practices Act. Seller represents and warrants that it has not, and shall not, make or promise to make payments of money or anything of value, directly or indirectly, to government or public international organization officials, political parties, or candidates for political office to obtain or retain business or to secure any improper advantage.

11. **Confidentiality.** If the parties have previously executed or execute in connection with this Order a separate written confidentiality or non-disclosure agreement ("**NDAs**"), it is hereby incorporated by reference and shall continue in force according to its own terms. The receiving party shall regard as confidential and proprietary all confidential information communicated to it by the disclosing party in connection with this Order. The receiving party shall hold such information in strictest confidence and, for a period of 5 years (for trade secrets, as long as such information remains as trade secrets), shall not use, duplicate, or disclose it to any other party without Buyer's prior written consent. The receiving party shall always utilize at least the same degree of care, but no less than a reasonable degree of care, handling the discloser's confidential information as the receiving party normally utilizes to safeguard and protect its own confidential and proprietary information. Once this Order is fulfilled, the receiving party shall, at the disclosing party's option, (a) return to the disclosing party or (b) destroy and certify such destruction all of the disclosing party's confidential information and any other related documents, materials, copies, notes, and properties.

12. **Intellectual Property.** Buyer shall own and remain the sole and exclusive owner of all Specifications, designs, tools, molds, dies, films, patterns, artworks, drawings, equipment, inventions, improvements, discoveries, or other intellectual property (together, **"IP"**) (a) supplied by Buyer to Seller or (b) conceived, developed, or reduced to practice by Seller upon Buyer's request for the purpose of fulfilling this Order. Seller shall treat such IP and related information as Buyer's confidential information. Seller hereby represents and warrants that it has full legal rights to all IP materials used in its fulfillment of this Order.

13. **Indemnity.** Seller shall indemnify and hold harmless Buyer, its affiliates, subsidiaries, successors, assigns, customers, and their respective agents, officers, directors, and employees (together, **"Buyer Indemnified Parties"**) from and against all third-party claims, allegations, actions, damages, judgments, losses, fines, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees and manufacturing downtime (together, **"Damages"**), arising out of or resulting from any of the following:

(a) Seller's breach of any representation, warranty, covenant, or other obligation set forth in this Order;

(b) Seller's infringement, misappropriation, or violation of any third-party IP rights (including without limitation rights in copyright, trademark, trade dress, patent, or trade secret) affecting the articles or materials furnished under this Order;

(c) negligent, grossly negligent, reckless, bad faith, knowing, intentional, or willful misconduct by Seller, its employees, or its representatives;

(d) bodily injury, death, or property damage arising out of or resulting from the actions or omissions by Seller, its employees, or its representatives during Seller's fulfillment of this Order; or

(e) failure of goods to conform to the Specifications or warranties set forth herein or any applicable U.S. laws or regulations.

Seller's indemnification obligations shall not apply to the extent Buyer Indemnified Parties' actions or omissions cause such Damages. Seller's indemnity shall be in addition to any other remedies provided by law and survive Buyer's acceptance of or payment for the goods.

14. **Insurance.**

(a) Seller shall obtain and maintain at its expense insurance policies covering all goods or services sold from Seller to Buyer, with insurance carriers that maintain an A.M. Best rating of at least 'A VIII.' Such policies include general liability, automobile liability, and workers' compensation. The policies shall provide worldwide coverage and shall not be endorsed in such a way to prohibit coverage for liabilities that would arise in relation to this Order or restrict the scope of any obligations by Seller set forth in this Order. All policies except workers' compensation shall be endorsed to name 'Del Monte Foods Corporation II Inc. and its subsidiary and affiliated companies of any tier' as additional insureds. All policies provide a waiver of subrogation, and state that such policies are primary, and any similar coverage maintained by Buyer shall be excess and non-contributory. Seller shall provide Buyer with at least 10 days' prior written notice of cancellation of any of its policies. At Buyer's request, Seller shall provide a certificate of insurance along with copies of the endorsement(s) as required above or a broker statement that the policies carried by the Seller comply with this Order's terms and conditions.

(b) If this Order specifies the furnishing of a Bond, Seller shall arrange to have issued Faithful Performance and/or Maintenance Bonds in amounts commensurate with this Order. These Bonds shall be executed and paid for by Seller as principal and filed with Buyer.

15. **Assignment; Subcontracting.** Seller may not, without Buyer's prior written consent, (a) assign or transfer, voluntarily or by operation of law, this Order or (b) subcontract with any other party for the furnishing of goods specified by this Order. Buyer may assign its rights and obligations under this Order, in whole or in part, to any other party without Seller's consent.

16. **Force Majeure.** A party shall not be liable to the other party for delay or failure to perform any of its obligations under this Order if such delay or failure is due to fire, storm, flood, earthquake, act of God, war, insurrection, riot, governmental action, pandemic, epidemic, or other unanticipated event beyond such party's control ("**Force Majeure Event**"). If Seller claims that a Force Majeure Event has rendered it unable to perform, Seller shall provide written notice to Buyer within 24 hours of the occurrence of such event, together with a detailed description of such event and the expected duration of Seller's non-performance. Such a notice is a condition to Seller's exercising its rights under this Section. If any Force Majeure Event continues or is expected to continue for more than 30 days, Buyer may cancel this Order.

17. **Entire Agreement; Amendment.** This Order, together with any written agreement between the parties pursuant to which this Order is issued, contains the complete agreement between the parties. No agreement or other understanding purporting to modify this Order's terms and conditions shall bind Buyer unless Buyer otherwise agrees to in writing after the date of this Order. Other terms or conditions in any quotation, confirmation, or acknowledgment sent by Seller that are contrary to or different from those set forth in this Order shall not apply. Each shipment from Seller shall be deemed to be received by Buyer only upon the terms and conditions contained in this Order, except as they may be added to, modified, superseded, or otherwise altered by Buyer from time to time, notwithstanding any other terms and conditions that may be contained in any acknowledgment, invoice, or Seller's other forms and notwithstanding Buyer's act of accepting or paying for any shipment or Buyer's other similar act.

18. **Venue; Applicable Law; Waiver of Jury Trial.** This Order shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Order or the services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Miami and Miami-Dade County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. All notices, requests, demands, or other communications required or contemplated under this Order, by one party to the other, shall be in writing and delivered to the intended recipient personally, via overnight courier, or via email. All notices to Buyer shall be accompanied by an email to Legal Department (legal@delmonte.com).