5. "Wegmans" as used herein means the addresses of this order: "Wegmans" as used herein means the
Wegmans Food Markets, Inc.

2. ACCEPTANCE AND LIMITATIONS

Acceptance of this order must be made by fulling out, signing and returning to Wegmans the
Acknowledgment Copy attached hereto. The terms and conditions of this purchase order shall not in
any manner be changed, limited, controlled, or restricted by any oral statements or the provisions on
any of Seller's forms, letters or papers which are inconsistent herewith, unless specifically agreed to in
writing by Wegmans. No waiver by Wegmans of any breach of the terms of this order shall operate to
relieve Seller of responsibility for any prior or subsequent breach hereunder. Failure to acknowledge as
herein provided and shipment in whole or in part of the goods herein ordered shall constitute
acceptance of this order and all the terms and conditions herein stated.

3. QUANTITY

Goods shipped in excess of Wegmans' order may be returned at Seller's expense. No partial shipments
will be accepted unless agreed upon by both parties.

4. CHARGES

No charge for packing or cartage will be allowed and all shipments f.o.b. destination or on which full
freight is allowed must be prepaid, unless otherwise expressly agreed upon by Wegmans.

5. DELIVERY

Risk of loss and/or damage shall be upon Seller until the goods are physically delivered to Wegmans'
plant, or to such other delivery point specified in this order. If the goods are delivered in a damaged or
defective condition or are damaged during delivery, Wegmans may, at its option, exercise the rights and
remedies set forth in Paragraph 7, WARRANTIES, which are available upon refusal or revocation of
acceptance and may also refuse to accept delivery of the goods from the carrier. Time is of the essence and
Wegmans may, at its option and without limitation of any of its other rights, cancel all or any unfilled
part of this order if deliveries are not made within the time specified.

6. SHIPPED INSTRUCTIONS

Seller warrants and agrees that it will comply with and be governed by the following shipping
instructions and provisions related thereto: a) PACKING: Wegmans' purchase order number, part number, and
material description should appear on the outside
of each package and must appear on all packing slips, invoices, and all papers. A packing slip must
be included with each shipment.

b) INVOICES: Invoices must be emailed to Wegmans (aprin@wegmans.com) in PDF format within 24 hours following the
date of shipment, together with bill of lading, express receipt or other shipping documents. The
time for discounts is equal to the invoice date plus 10 days. All such invoices shall be routed to Wegmans' plant or other specified
delivery point or on the date of receipt of the Seller's invoice whichever is later. c) CARLOADING/ TRUCK OUTCUTS:
If carload or truckload shipment is made, Seller will wire or Telex the following information to Wegmans:
(Assignment: Construction Department) on the day shipment is made: contents, car number (if by rail),
freight bill number and routing instructions.

If no shipping instructions are specified by Wegmans, Seller shall ship by the most direct and cheapest
way. If shipping instructions are specified, Wegmans will charge to Seller's account any excess
freight and other expenses resulting from shipments of goods in an unproperly or ununualized manner.
Seller will enter in full on face of bill of lading the routing as shown on face thereof.

7. WARRANTIES

All material and/or equipment furnished under this order shall be guaranteed by the Seller to be in strict
accordance with all plans and specifications, without defects, and Seller agrees to replace without
charge to Wegmans said materials and equipment, or remedy any defects, latent or patent, not due
to ordinary wear and tear, or not due to improper use or maintenance, which defects may develop within
one year from date of acceptance by Wegmans, or within the guarantee period set forth in applicable
plans and specifications, whichever period is longer. Goods rejected on account of inferior quality or
workmanship will be returned to the Seller with charge for transportation both ways plus labor reloading,
trucking, etc., and are not to be replaced except upon receipt of written instructions from Wegmans.

8. COMPLIANCE WITH LAWS

Seller agrees to indemnify, defend and save harmless Wegmans, its officers, agents, employees,
successors and assigns, from and against any and all loss, liability and expense, including legal fees or
judgments, resulting from any claim made or action brought against Wegmans as a result of goods or
services provided hereunder including but not limited to, the ground that use or resale by Wegmans, or
by anyone purchasing from Wegmans of these goods or materials hereby ordered infringed any patent,
trademark, copyright, trade name, license, or any proprietary right of other parties.

9. CANCELLATION

Wegmans shall have the right to cancel this order or any part thereof at any time. If production of the
goods or performance of the services hereby ordered has not commenced, Wegmans' liability, in the
event of such cancellation, shall be limited to actual expenditures incurred by Seller on this order. If
production of the goods or performance of the services has commenced, Wegmans' liability shall be
limited to acceptance of and payment for goods or services the manufacture or performance of which
has been completed in accordance with this order and to the payment for actual expenditures incurred
by Seller on the balance of the order. Wegmans shall also have the right at any time to elect to have
Seller suspend work on goods or services ordered pending a determination of whether or not Wegmans
will cancel this order. If Wegmans subsequently elects to cancel the order, its liability to Seller shall be
determined as aforesaid but Wegmans shall not be liable for costs or expenses incurred by Seller after
the date of Wegmans' election to suspend work. Wegmans shall also have the right to cancel this order
without liability hereunder if Seller's rights hereunder are assigned without the written consent of
Wegmans or in the event that the Seller becomes bankrupt or insolvent or makes an assignment for the
benefit of creditors.

11. PRICE AND ALLOWANCES

The contract price appearing on this Contract is final as to payment for the goods covered by the
specifically listed items, as defined in the enumerated specification paragraph numbers, with
exceptions as noted and shall there be no additions to or other modifications of such contract price,
even though such modifications may result from actual change in the specifications. If such changes
become necessary, any alteration of contract price shall be covered by separate order, which shall
be issued to cover such changes. Seller shall not proceed with changes affecting contract price
without specific authorization in WRITING from Wegmans. Seller warrants that the prices, allowances and other
terms and conditions applicable to this order are as favorable as any currently offered by Seller to any
other Customer of the same or substantially similar goods. If more favorable prices, allowances or other
terms and conditions are hereunder offered by Seller to any other Customer prior to cancellation of
delivery, upon request, Seller will extend such price, agreement, or other terms and conditions shall apply to
such portion of this order as shall not have been delivered on the date such changes become effective. The price or prices of this order are not subject to change or any
allowances resulting from improvements now or in the future in any sales taxes, Federal, State, Municipal
or otherwise, unless agreed to or requested by Wegmans. Wegmans reserves the right to return to Seller the invoice price all items which are regularly carried in Seller's stock.

12. DISCOUNTS

Payment and discount periods shall commence only upon receipt of both the material and proper
invoice or invoices at destinations specified in this Contract. Wegmans reserves the right to return to
the Seller without discussion any and all invoices containing error and/or not in agreement with this Contract.

13. DISCLOSURES

Seller hereby acknowledges and accepts Wegmans' policy requirements that outside ideas, suggestions,
plans, programs, proposals, designs, layouts, constructions, formularies and the like, be submitted to Wegmans on a wholly non-confidential basis in order for Wegmans to consider them
and Seller confirms that all disclosures of such matters which it has made to Wegmans in the past have
been made on the aforesaid non-confidential basis and without restriction on Wegmans' freedom to use
such matters in its business whatever manner it chooses without obligation to Seller, and Seller hereby
further agrees that all disclosures to be made by it to Wegmans in the future will similarly made on
the aforesaid non-confidential and unrestricted basis, in the absence of written notice to Wegmans to
the contrary. Any specific disclosures which Seller wishes to have considered on any other basis.

14. WAIVER

Seller agrees and admits that all disclosures made to Wegmans concerning the merchandise, material,
work and services ordered herein; all suggestions, plans, programs, proposals, designs, layouts,
construction, formularies and the like, and without in any way limiting the generality of the foregoing. It
restricts and concedes Wegmans' freedom to obtain the same or similar merchandise, material, work or services
or improvements or modifications thereof, from other sources, or to manufacture or provide them itself,
and/or resell, use and/or sell them, in all its desired quantities or volumes, without any obligation whatsoever
to Seller.

15. trademarks

Wegmans' name or trademarks, service marks, trade name, or any derivations thereof may not be used
by any supplier for advertising or other purposes without the explicit written approval of an authorized
officer of Wegmans.

16. INSPECTION

Nowithstanding prior order to obtain cash discount, all goods will be subject to Wegmans' inspection
and approval with respect to material, workmanship and other qualities. If this order covers services,
the quality for workmanship and services rendered shall likewise be subject to Wegmans' inspection
and approval. The material or apparatus to be supplied against this Contract shall, at
Wegmans' option, be subject to inspection and test at the Sellers works.

17. TOOLS, DESIGNS, PATTERNS, DIES, ETC.

No tools, designs, patterns, dies, etc., belonging to Wegmans and used by the Seller in the manufacture
of the articles contracted for herein shall be used in the production, design or manufacture of articles for
any other person, firm or corporation, not for the manufacture of larger quantities than those specified
herein, except with the specific written permission of Wegmans. At the termination of this contract, said
tools, designs, patterns, etc., shall be disposed of as Wegmans shall direct. All such items must be
promptly returned or destroyed if not used as property of Wegmans and with the tool number designated by
Wegmans.

18. APPROVALS/SUBMITTALS

All material and equipment furnished under this order shall be subject to the approval of the architect,
engineer, or any other party designated, and Seller shall furnish the required submittal data and/or
certification of samples for approval. In the event such approval is not obtained, the order is cancelled,
with no liability on the part of either Seller or the Buyer, unless the order is placed with the understanding
that the material and/or equipment is to be supplied of the type and in such a manner as to meet
requirements of plans and specifications. In the latter case Seller shall comply without further cost to
Wegmans.

19. DESIGN CAPACITIES

Seller shall guarantee equipment covered under this Purchase Order to produce capacities or meet
design specifications and functions.

a.) as called for in the plans, specifications or addenda
b.) as herein set forth
c.) as published or warranted by the manufacturer for the equipment involved

In the event the equipment does not meet the foregoing requirements. Seller shall immediately on
notice replace same, or remedy any deficiency, without expense to Wegmans; however, Seller shall pay to Wegmans an consequential loss or damage resulting therefrom.

20. LIEN WAIVERS/AFDIVIDTS

Seller shall furnish all necessary lien waivers, affidavits or other documents, required to keep Wegmans' proprietary rights free from liens, charges and liens, both out of the manufacture of the material or equipment herein, as payments are made from time to time under this contract.

21. CONTRACT AGREEMENTS

All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in
this order; and no changes will be considered or approved unless this Contract is modified by an
authorized representative of Wegmans in WRITING.

22. DEFAULT

In the event of default of any of the terms or conditions set forth herein, the Seller agrees to pay any
costs accruing therefrom, including but not limited to the reasonable cost of any services.

23. ASSIGNMENT

The Seller agrees not to assign this contract, or any money due or to become due to the Seller
hereunder, without the written consent of Wegmans first had and obtained.

Last updated: April 2018