



Terms and Conditions

Effective Date: 06/01/2024

These Terms and Conditions ("Agreement") govern the relationship between Kettle Cuisine, LLC and on behalf of its affiliates ("the Company") and its customers, hereinafter referred to as "the Customer" for the purchase and sale of food products manufactured by the Company. By placing an order with the Company, the Customer agrees to be bound by these Terms and Conditions.

Product Ordering and Specifications

- 1.1. Customers are required to place orders for food products using a purchase order (preferably EDI or email) ensuring that all details provided are accurate and complete, including product names, pricing, quantities, packaging preferences, and any other necessary specifications. While the Company endeavors to fulfill orders according to the specified specifications, this is subject to availability and feasibility.
- 1.2. Lead times for order fulfillment vary based on the type of product. The Company's fresh products require a minimum lead time of 4 business days plus transit time for all purchase orders, whereas the Company's frozen, and proprietary products necessitate a minimum lead time of 14 calendar days (equivalent to 10 business days) plus transit time. Lead times commence the next business day following the receipt of the order, and separate purchase orders must be submitted for frozen and fresh products. Any revisions to existing purchase orders may require standard product lead times adjustments. Revisions made beyond the 48-hour window may be subject to rejection or could potentially reset the lead times, as detailed in the terms and conditions above.
- 1.3. For customer pickup, a minimum order of 50 cases is required, and pickups must be arranged in clean and properly refrigerated or frozen vehicles. Delivery orders require a minimum order of one pallet, with specific quantities outlined for different product types. Additionally, batch minimums are obligatory for all proprietary items, with the Customer agreeing to purchase any yield overages. Additional terms and conditions include the potential applicability of shipping and handling fees. Customers should note that lead times do not include transportation, and it is advised to allow an extra 3-7 days for delivery, depending on the destination. Lastly, lead times are subject to alteration with a minimum notice period of 30 days.



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Pricing and Payment

- 2.1. The prices for food products shall be determined by the Company and communicated to the Customer at the time of order placement.
- 2.2. Regarding pricing and payment terms, customers are required to submit a credit application for processing. The Company retains the right to extend credit at its own discretion, with the ability to modify credit terms at any time.
- 2.3. Payment terms and methods shall be agreed upon between the Company and the Customer. Unless otherwise specified, payment shall be due within 15 days from the date of invoice.
- 2.4. The Company will establish individual customer credit limits and reserves the right to enforce a credit hold and withhold orders when that limit has been met. The Company reserves the right to charge interest on overdue payments at a rate determined by applicable laws or regulations.
- 2.5. In cases of force majeure or other unforeseen circumstances, the Company reserves the right to adjust prices without prior notice, provided that any changes are agreed upon by both parties.
- 2.6. The Company also reserves the right to revoke credit limits at any time due to reasons such as insufficient funds or bounced checks, subject to legal review. Any disputes or litigation arising from transactions shall be handled according to the jurisdiction outlined in the contractual agreements between the Company and the customer.

Deductions

- 3.1. Customers engaging in transactions with the Company acknowledge and agree to the following terms and conditions regarding allowable deductions. Allowable deductions must be requested within 5 days of product receipt and must be approved by a Company representative. Written documentation must accompany such requests and be submitted to the company for review. Deductions must be billed within 6 months of the issue date to be considered



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valid; otherwise, they will not be accepted. The evaluation of deductions is at the Company's discretion, subject to the terms outlined in the agreement. Failure to adhere to this timeline may result in the rejection of deduction requests. Documentation supporting shortage deductions must include the Bill of Lading signed by the customer's receiving department, which is valid only if the quantities reflected match those on the freight carrier's copy. Deductions pursuant to contractual agreements with formal signatures by both parties are also permissible. Customers must provide deduction backup documentation to the Company. The Company reserves the right to reject deduction requests that do not adhere to these terms and may charge the customer for unauthorized deductions.

Delivery and Shipping

- 4.1. The Company will make reasonable efforts to deliver the ordered food products within the agreed-upon timeframe. However, the delivery timeline may be subject to factors beyond the Company's control, such as transportation delays or unforeseen circumstances.
- 4.2. The Customer shall provide accurate delivery details, including the delivery address and any special instructions, to ensure the successful and timely delivery of the products.
- 4.3. Shipping and handling charges, if applicable, shall be borne by the Customer unless otherwise agreed upon between the Company and the Customer.

Quality and Warranty

- 5.1. The Company guarantees that all food products supplied are of high quality, comply with applicable food safety and regulatory standards, and are suitable for human consumption, within the specified shelf life.
- 5.2. The Customer shall inspect the delivered products upon receipt and notify the Company of any concerns or defects within 5 days of delivery. Failure to provide timely notice will be deemed as acceptance of the products.



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- 5.3. The Company will not accept returned products unless authorized by the Company's QA representative. The product must pass a quality and food safety inspection upon return to the Company's possession for a refund or replacement.
- 5.4. The Company's liability for any defective or non-conforming products shall be limited to the replacement of the products or a refund of the purchase price, at the Company's discretion.
- 5.5. Proof of destruction or donation must be provided for any product deemed unacceptable and not returned to the Company. These items cannot be sold and must be appropriately disposed of or donated in accordance with our terms and conditions.

Tax

- 6.1. By engaging in transactions with the Company, the Customer acknowledges and agrees to adhere to the following terms and conditions regarding tax exemption and Reseller's Certificate requirements. All transactions are subject to tax exemption eligibility, and customers are responsible for providing valid documentation demonstrating eligibility in accordance with applicable states and Federal laws. Failure to furnish valid tax exemption documentation may result in the assessment and collection of applicable taxes. Customers intending to purchase goods for resale purposes must provide a valid Reseller's Certificate issued by the appropriate state authority. The Company reserves the right to verify the authenticity and validity of the provided Reseller's Certificates. Submission of all necessary documentation for tax exemption and resale purposes is required prior to transaction completion, and any delays in verification processes may affect order processing and delivery timelines. It is the responsibility of the Customer to ensure compliance with all applicable laws regarding tax exemption and resale transactions, and the Company shall not be liable for any consequences arising from non-compliance. All transactions shall be governed by and construed in accordance with applicable laws. Any taxes imposed by Federal, state, or other governmental authority on the sale or use of goods or the sale or performance of services by the Company shall be paid by Buyer in addition to the purchase price.



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Intellectual Property

- 7.1. The Customer acknowledges that all intellectual property rights, including trademarks, copyrights, and patents, related to the food products manufactured by the Company, shall remain the sole property of the Company.
- 7.2. The Customer shall not use, reproduce, or modify the Company's intellectual property without obtaining prior written consent.

Limitation of Liability

- 8.1. The Company shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to the use or purchase of its food products, including but not limited to loss of profits, business interruption, or reputational damage.
- 8.2. The total liability of the Company, whether in contract, tort, or otherwise, shall be limited to the amount paid by the Customer for the specific order giving rise to the claim.

Entire Agreement

- 9.1. This Agreement constitutes the entire understanding and agreement between the Company and the Customer concerning the purchase and sale of food products, superseding any prior agreements or understandings, whether written or oral.

By placing an order with the Company, the Customer acknowledges and agrees to abide by these Terms and Conditions.