



SUGARIGHT LLC TERMS AND CONDITIONS

These Terms and Conditions (“Terms and Conditions”), together with the pricing, quantity, delivery and other details set forth in any accepted purchase orders (“Purchase Orders”) under paragraph 3 below, constitute a binding agreement between Sugaright LLC (“Company”) and Company’s customer submitting the Purchase Order (“Customer”), and govern the terms and conditions applicable to the sale and delivery of all Products (as hereinafter defined) and services by Company to Customer and all Purchase Orders for Products and services placed by Customer. In the event of a conflict between the terms set forth in any Purchase Order and the terms set forth in these Terms and Conditions, except as expressly provided herein, these Terms and Conditions shall govern. By placing a Purchase Order or Volume Order, taking delivery of Products or engaging Company to perform any production, tolling or other services, Customer evidences its agreement to be bound by these Terms and Conditions and all Purchase Orders and Volume Orders (as defined herein) governed hereby.

1. APPLICABILITY

These Terms and Conditions shall govern and apply to all Purchase Orders and Volume Orders placed by Customer and accepted by Company for refined sugar or other products (“Products”) or services sold by Company, commencing upon acceptance by Company of Customer’s initial Order.

2. PRODUCT PRICING

(a) Company agrees to supply Customer with the Products or services specified in each accepted Purchase Order at the price or prices set forth in such Purchase Order or as otherwise set forth in the Confirmation (as hereinafter defined) relating thereto (any such price, a “Price”). Except as may be specified in the applicable Purchase Order, the Prices do not include any sales, use, excise or other taxes, or customs duties applicable to the sale, processing, use or delivery of the Products or services. In the event that any such tax or duty is payable, the amount thereof shall be added to the Price and paid by Customer.

(b) Unless otherwise stated in the Confirmation, Prices for Products are per dry pound. Charges for drums, totes and pallets are in addition to the Price, unless otherwise indicated on the invoices.

3. PLACEMENT AND ACCEPTANCE OF ORDERS

(a) All Purchase Orders for Products or services shall be submitted to Company by Customer at least 10 days prior to the requested delivery date, in such form as Company may require, which may include telephone, email or other communications acceptable to the Company, and shall identify the Products to be purchased or services rendered, price and delivery terms and any other terms and conditions mutually agreed by Customer and Company. For the avoidance of doubt, these Terms and Conditions shall control over and supersede any clause included in the correspondence, order forms, invoice or business documents of the Customer. No term or condition in any Purchase Order submitted by Customer shall have effect unless accepted in writing by Company’s issuance of a Confirmation.

(b) Company shall endeavor to promptly provide Customer with written acknowledgment of each Purchase Order and, subject to availability, with written acceptance by email or otherwise, (a “Confirmation”), of each Purchase Order submitted by Customer. Each Purchase Order submitted by Customer shall be irrevocable and Company shall be deemed to have accepted such Purchase Order only if it issues the Confirmation relating thereto. Except in the case of Purchase Orders submitted under outstanding Volume Orders, Company may accept or reject any Purchase Order in its sole discretion. Each such accepted Purchase Order shall form a binding contract for the supply of Products under and subject to the terms of the Confirmation and these Terms and Conditions, which shall be incorporated by reference in each accepted Purchase Order. References in these Terms and Conditions to the terms of any Purchase Order or Volume Order shall mean and refer to the terms of such Purchase Order or Volume Order as accepted by, and subject to any modifications set forth in, the Confirmation applicable thereto. In the event

of any discrepancy between any Purchase Order or Volume Orders submitted by Customer and Company's Confirmation applicable thereto, the terms of such Confirmation shall control unless Customer disputes any such term by email or other writing delivered to Company within 24 hours after delivery of such Confirmation, time being of the essence for such purposes.

(c) Customer may place orders involving multiple deliveries at different times ("Volume Orders"), which shall constitute Customer's irrevocable commitment to purchase 100% of the aggregate volume of Products covered thereby and shall be subject to acceptance by Company's Confirmation. Unless otherwise specified in the Confirmation, deliveries under Volume Orders will be made in approximately equal monthly installments. To obtain deliveries under any accepted Volume Order, Customer shall submit individual Purchase Orders thereunder in accordance with paragraphs 3(a) and 3(b) above, subject to any applicable terms of the accepted Volume Order; provided, that Customer's failure to submit Purchase Orders for the entire quantity of Products covered by any Volume Order shall not relieve Customer of its obligation to purchase such entire quantity on the terms and conditions, and within the delivery period, specified in such Volume Order ("Full and Timely Performance"). If Customer fails to make Full and Timely Performance by the end of the delivery period specified in the Volume Order, Company may, without limiting any other right or remedy, cancel such Volume Order as to any undelivered Products thereunder.

(d) The Company location from which Products sold hereunder shall be produced or delivered shall be stated in the Confirmation. Company is not obligated to fill any Purchase Order with production from another location.

(e) Company shall use diligent efforts to fill accepted Purchase Orders within the delivery period requested by Customer, subject to Product availability. Unless otherwise agreed, Company may fill orders from any Company facilities. The inability of Company to fill an Purchase Order within the delivery period requested by Customer shall not entitle Customer to claim damages or release Customer from its obligations under any Purchase Order or Volume Order.

4. DELIVERIES; TRANSFER OF RISKS

(a) Except as set forth in the applicable Purchase Order, Company will bill Customer for, or include in the Price, all applicable freight, insurance and other charges incurred or required by the shipment and delivery of the Products to Customer's facility as specified in the Purchase Order ("Delivered Pricing"). Delivered Pricing is made available to Customer as an accommodation and subject to the conditions that: (a) in the event actual freight, insurance and other costs exceed that estimated in establishing Delivered Pricing, Customer shall remain responsible for all actual freight, insurance and other costs incurred in shipping Product to Customer's facility, including increases in rail, intermodal, truck, freight or fuel surcharge and (b) Company shall not be responsible for delivery errors or damages attributable to freight carrier or others, including claims of contamination or for penalties, late charges or fees (collectively, "Delivery Claims"); provided, that notwithstanding the foregoing, Company will submit any Delivery Claims made by Customer to the freight carrier and make reasonable attempts to seek reimbursement of such Delivery Claims. Company may discontinue Delivery Pricing at any time by notice to Customer. Delivery of and title and risk of loss to the Products ordered by Customer shall pass to Customer at the time Company's carrier delivers the Products to Customer's facility, except as otherwise provided in the applicable Purchase Order, and provided, that if Delivered Pricing is not in effect, delivery of and title and risk of loss to the Products ordered by Customer shall pass to Customer at the time Products are delivered to Customer's carrier at the applicable Company facility. The carrier's receipt of delivery, corresponding to the invoice, shall constitute proof of delivery.

(b) Customer will take delivery of the Product during the delivery period reflected on the Confirmation. If Customer is unable or refuses to accept delivery of Product, Company may, in its discretion and in addition to any other rights or remedies, (i) impose a charge each month on all Product which has not been timely accepted for delivery by Customer by the 30th day subsequent to the specified delivery period in an amount equal to 1.5% of the gross Price of such Product and/or (ii) cancel the Order. Customer shall also pay any increased duties, fees, taxes or other charges or tariffs resulting from any delivery delay attributable to Company.

5. PAYMENT CONDITIONS

(a) Company will issue an invoice with respect to each delivery of Products or services promptly following delivery, at the Prices established in accordance with the applicable Confirmation and these Terms and Conditions. Invoices issued by Company shall be payable as set forth in the applicable Purchase Order. Customer shall not be entitled or permitted to apply any setoffs, charge-backs, overhead, carriage costs or any other expenses or deductions against monies owed to Company pursuant to any invoice. Any statement or legend on a payment transmission or check indicating that it is “payment in full” or other statements to that effect shall have no effect and that Company’s accepting such or cashing such check does not constitute acceptance of any such statement or legend. Without limiting any other right or remedy, Company may suspend shipments or performance under any accepted Purchase Orders or Volume Orders at any time that Customer fails to make timely payment of outstanding invoices.

(b) Except as otherwise agreed, all payments shall be quoted and denominated in U.S. dollars and shall be paid by wire transfer of immediately available funds to an account designated by Company. Any invoiced amount that remains unpaid after due date shall bear interest at a rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if lower) calculated from the due date to the date of payment (including the payment of any accrued interest thereon). Customer shall be additionally liable for any costs and expenses of collection, including, without limitation, reasonable fees and costs for attorneys.

(c) Without prejudice to any right or remedy available to it at law or in equity, in the event Customer fails to make a payment when due, and fails to cure such breach within seven (7) days’ notice, Company reserves the right to cancel, or suspend delivery of, any order-in-process; refuse to accept any more Purchase Orders and/or Volume Orders from Customer; and/or require Customer to secure the full payment of any Purchase Orders-in-process by a letter of credit, bank guarantee or substantially identical device satisfactory to Company. Any letter of credit shall, at a minimum, be (i) irrevocable and transferable, (ii) in form and substance satisfactory to Company and will appropriately reflect the purpose thereof, and (iii) issued by a bank acceptable to Company. Company’s exercise of any of the remedies set forth in this paragraph 5 or otherwise in these Terms and Conditions shall not operate as a waiver of any other rights or remedies that Company may have.

6. WARRANTIES; LIMITATION OF LIABILITY

(a) Company represents and warrants to Customer that the Products comprising each shipment or other delivery by Company under any Purchase Order shall, as of the date of delivery of such Product under paragraph 4(a) above, satisfy Company’s specifications for such Product set forth on Company’s website, www.sugaright.com, under “Technical Specifications”, and shall not be, on such date: (i) adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the “Act”); (ii) an article which may not, under the provisions of section 404 or 505 of the Act, be introduced into interstate commerce; or (iii) adulterated or misbranded within the meaning of food, drug and cosmetic laws of the state to which such article is shipped by Company, the adulteration and misbranding provisions of which are substantially the same as those found in the Act; provided, that no representation or warranty concerning misbranding is given if an article is delivered under a label designed or furnished by Customer. EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, COMPANY HAS NOT MADE AND HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OTHER REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, PERFORMANCE, SUITABILITY, NON-INFRINGEMENT OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR USE BY CUSTOMER OR ANY OTHER PERSON.

(b) The warranty stated above is in lieu of all other obligations or liabilities on the part of Company, and Company neither assumes nor authorizes any other person to assume for it any other liability. Customer expressly waives any right, claim or cause of action that might otherwise arise out of the purchase and use of the Products.

(c) Company’s sole liability under the foregoing warranty is limited to either replacing the non-conforming Product or refunding to Customer the purchase price therefor at Company’s sole discretion. Any claims under the foregoing warranty must be made within 30 days after delivery of the applicable Products, and otherwise

shall be irrevocably waived. WITHOUT LIMITING THE FOREGOING, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, SUFFERED BY CUSTOMER OR ANY OF ITS EMPLOYEES OR AGENTS OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE ORDER OR VOLUME ORDER, OR WITH THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION, DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, DOWNTIME, PRODUCTION FAILURE, IMPAIRMENT OF OTHER PRODUCTS OR INGREDIENTS, FOR ANY REASON OR UNDER ANY THEORY OF LIABILITY WHATSOEVER. IN NO EVENT SHALL COMPANY'S LIABILITY IN RESPECT OF ANY PRODUCTS OR SERVICES EXCEED THE AGGREGATE AMOUNT PAYABLE BY CUSTOMER THEREFOR.

7. INSURANCE

Company shall maintain commercial general liability insurance including Product liability and contractual liability, on a 'claims made' basis with minimum limits of liability of \$2,000,000. Upon request the Customer will be added to Company's Product liability policy as an "additional insured vendor" per the terms of the broad form vendor's endorsement currently in use.

8. TERMINATION

(a) Either Company or Customer may terminate any Purchase Order or Volume Order immediately upon written notice to the other party if the other party is in material breach of any Purchase Order or Volume Order and has failed to cure such breach within thirty (30) days (five (5) days in the case of failure to make any payment) after receiving written notice from the first party identifying the breach.

(b) Termination of any Purchase Order or Volume Order shall not affect the parties' obligations to make payments to one another accruing prior to such termination or in respect to an antecedent breach thereof, and will not prejudice any other right of the parties hereunder in respect of any such accrued obligations including, without limitation damages for breach and right to indemnity, and each party agrees to reimburse the other party for any costs and expenses (including reasonable attorneys' fees) incurred by such party in enforcing its rights hereunder. Without limiting the foregoing, the provisions of paragraphs 5, 6, 9 and 11 of these Terms and Conditions shall survive any termination of any Purchase Order or Volume Order.

9. FORCE MAJEURE

Company and Customer shall not be responsible to each other for any failure or delay in delivery where such failure or delay is caused by fire, labor trouble (including strikes and lockouts), war, governmental regulations, interruption of or delay in transportation, inability to obtain materials and supplies, accidents, excessive demand over the available supply of raw materials, acts of God, or any other cause of like or different character beyond the control of either party. A party reporting the occurrence of force majeure circumstances must inform the other party thereof immediately and shall continue to perform to the extent feasible. If such events continue for six (6) months or more, either party may unilaterally terminate any Purchase Order or Volume Order whose performance is prevented by such events by written notification to the other Party. In the event of the occurrence of a force majeure event, Company shall have the right, but not the obligation, to allocate Product among its Customers.

10. ASSIGNMENT

No Purchase Order or Volume Order, or any rights or obligations thereunder, may be assigned by Customer without the prior written consent of Company, other than in connection with the sale of all or substantially all of the assets, business and goodwill of the Customer to a third party that expressly assumes the obligations of Customer thereunder. Any Purchase Order or Volume Order shall be binding upon both Customer and any successor or assign or Customer, whether or not permitted hereunder, in the same manner and to the same extent as though such successor or assign were the Customer. Further, and notwithstanding anything herein to the contrary, Customer consents to the assignment from time to time of any part of Company's rights to payment hereunder in respect of invoices addressed to Customer or its Affiliates (a "Receivable"), and in connection with such assignments, and

notwithstanding any confidentiality agreements to the contrary, Company may disclose the terms of the contractual arrangements between Customer and Company solely for the purpose of assigning any Receivables and in order for assignee to collect such payments to which it may become entitled. Subject to the foregoing, any Purchase Order or Volume Order shall inure to the benefit of, and be binding upon, the parties hereto and their legal representatives, successors, and permitted assigns.

11. CERTAIN RESTRICTIONS

(a) Customer acknowledges that U.S. export control laws apply to the sales contemplated in these Terms and Conditions. Customer warrants that it will not knowingly sell or permit the resale of Products to any person located in, or any person who will resell to a person located in, any country which is subject to an embargo under the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of Treasury Office of Foreign Assets Control Regulations, or similar laws and regulations. Additionally, Customer understands and acknowledges that the United States maintains lists of persons and entities prohibited from participating in any U.S. export or re-export transaction (http://www.export.gov/ecr/eg_main_023148.asp). Whenever Company believes that a violation of the U.S. export control laws may occur or has occurred, Company reserves the right to request additional information regarding the end-user and/or destination of the Products and Customer agrees to provide such information. Company reserves the right to refuse to proceed with any transaction where Company determines that the transaction may violate the U.S. export controls laws and to terminate and discontinue doing business with any Customer that Company determines has engaged in transactions placing Company at risk of violation of such laws.

(b) Customer represents and warrants that it shall use, handle, store, distribute and sell all Products ordered herein in accordance with all applicable laws, statutes, ordinances, regulations, codes and standards (collectively, "Laws"). Except as expressly stated in these Terms and Conditions or in the Company's specifications, Company makes no promise or representation that the Product shall conform to any other Laws. Customer shall be exclusively responsible for ensuring compliance with all Laws associated with its intended use of the Products.

12. MISCELLANEOUS

(a) A waiver by either party hereto of any particular default or breach by the other party shall not affect or prejudice the rights of the aggrieved party with respect to any other default or breach whether of the same or different nature.

(b) Any Purchase Orders or Volume Orders, these Terms and Conditions and the sale of Products and services hereunder shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to these Terms and Conditions or the transactions contemplated hereby. Customer hereby consents to the exclusive jurisdiction of any State, Commonwealth or Federal court empowered to determine any action brought to enforce or otherwise relating to any Purchase Orders or Volume Orders, these Terms and Conditions and the sale of Products and/or services hereunder in the Commonwealth of Pennsylvania, and waives any objection thereto on the basis of personal jurisdiction or venue. The parties may however apply to the local competent courts to obtain any protective or enforcement measures. **EACH PARTY HEREBY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY MATTERS COVERED BY THESE TERMS AND CONDITIONS.**