



TERMS AND CONDITIONS OF SALE

(Valid from January 1, 2025)

1. **General.** These terms and conditions of sale (these “*Terms*”) apply to all sales of products (“*Products*”), and all quotations, invoices, agreements, and other documents (collectively “*Sofina’s Documents*”) from Sofina Foods Inc. and its subsidiaries and related entities (collectively, “*Sofina*”) and to all purchase orders from Sofina’s customer (“*Buyer*”) and are the only terms and conditions applicable to the sale of Sofina’s Products. These Terms and Sofina’s Documents comprise the entire agreement between the parties (collectively, this “*Contract*”). Buyer accepts these Terms by accepting Sofina’s quotation, by sending a purchase order in response to a quotation, or by instructing Sofina to ship Products or provide services. Purchase orders if accepted by Sofina are accepted subject to these Terms. Except as otherwise provided in Sofina’s Documents, Sofina may accept or reject a Buyer order in Sofina’s sole discretion. Sofina will accept an order by confirming the order in writing (including via electronic mail). Once an order is accepted by Sofina, Buyer shall be liable for the entire value of such order. SOFINA HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY BUYER, WHETHER OR NOT CONTAINED IN ANY OF BUYER’S BUSINESS FORMS OR ON BUYER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND WILL NOT BECOME PART OF THIS CONTRACT. In addition, no site usage agreement or any click through agreement on a website will have any applicability or binding effect whether or not Sofina clicks on an “ok”, “I accept,” or similar acknowledgment.
2. **Price.** Final pricing to be determined and communicated prior to ship date in accordance with this Contract between Buyer and Sofina. Except as otherwise expressly agreed Sofina in writing, the price is always in Canadian Dollars and must be paid in Canadian Dollars regardless of any fluctuations in the currency of other countries, unless otherwise stated in Sofina Documents. All sales are subject to approval of Sofina’s Finance Department. Buyer shall be responsible for the payment of any federal, provincial or local sales, use or other taxes upon or with respect to the sale, purchase, use, receipt or shipment of the Products. Prices are subject to change if a supplier of raw material or a component, or a service provider (including, without limitation, freight) raises its prices, or imposes a surcharge on Sofina, or in the event of any material increase in Sofina’s cost of production or distribution of the Product. In the event of an increase in cost, Sofina reserves the right to increase prices and/or impose a surcharge, and Buyer agrees to accept such price increases or surcharge unless the parties reach a different arrangement.
3. **Payment.** Unless otherwise expressly stated in Sofina’s Documents, terms of payment are 7 days net from delivery for fresh products and 14 days net of delivery for value-added products. Buyer may not set-off, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Sofina or any of its affiliates, whether under this Contract or otherwise, against any other amount owed (or to become due and owing) to it by Sofina or Sofina’s affiliates, whether relating to Sofina’s or its affiliates’ breach or non-performance of this Contract, any purchase order, any other agreement between (i) Buyer or any of its affiliates and (ii) Sofina or any of its affiliates, or otherwise. If payment on any delivery is delayed or if the amount of credit granted is exceeded, without prejudice to any claim for damages to which Sofina may be entitled, Sofina reserves the right to take any and all of the following actions: (a) any actions allowable under law; (b) withhold delivery of Products; (c) institute new payment terms; (d) require financial information and/or satisfactory security from the Buyer for due performance of its obligations; and/or (e) cancel all or part of this Contract. In addition, Buyer agrees to pay interest on overdue invoices at a rate equal to the lesser of 1.5% per month, and the highest rate permitted by law. If Buyer fails to make any payment as required, Buyer agrees to indemnify Sofina for all costs and expenses, including reasonable attorneys’ fees, court costs, and associated expenses incurred by Sofina in connection with collecting payment hereunder. Time of payment is of the essence.
4. **Quantity.** Ordered weight/box count is shipped at plus or minus 5% at Sofina’s option unless otherwise specified by Sofina in writing. If annual Product volumes deviate from the volume targets (e.g., forecasts) by +/-15% for any 12-month period, Product prices will be reasonably adjusted.
5. **Title/Risk of Loss.** All Products shall be shipped Free Carrier (FCA) Sofina’s facility (Incoterms® 20101 rules), and unless otherwise specified by Sofina in writing, title and risk of loss shall pass to Buyer at the time the Products supplied by Sofina are placed in the possession of Buyer or Buyer’s agent or carrier. All shipping costs shall be borne by Buyer. Sofina shall not be liable for any delays, loss or damage in transit. Title to such Products shall not pass until they have been fully paid for by Buyer. Container quantities, design and packaging must be reviewed and agreed to by Sofina.

6. **Warranty.** Sofina warrants that it has the right to convey good title to the Products. Sofina further warrants that, as of the time and place of shipment hereafter made by Sofina, the Products shall be in compliance in all material respects with the Health Protection Branch, Health and Welfare Canada (Food and Drug) Regulations, and all promulgated rules amending or supplementing the same, and is not adulterated or misbranded within the meaning of said Regulations; and in compliance, to the extent applicable, with the *Consumer Packaging and Labelling Act* (Canada) and the *Safe Foods for Canadians Act* (Canada). Sofina warrants that: (i) neither Sofina nor any of its affiliates will engage in or permit substandard working conditions in the supply or performance of the Contract; (ii) child labor or underage labor, as defined by Applicable Laws, will not be utilized; (iii) Sofina will not allow any form of forced or compulsory labor; (iv) Sofina's workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers' councils or to otherwise refrain from joining such organizations as they so choose, in accordance with all Applicable Laws; (v) Sofina's workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs; (vi) Sofina's workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety; (vii) Sofina's workers shall be compensated with wages and benefits that comply with Applicable Laws, including minimum wages, overtime hours and legally mandated benefits; and (viii) working hours shall comply with all Applicable Laws regulating hours of work.
7. **No Other Warranties.** EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN SECTION 6, SOFINA DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. The parties acknowledge that many of the Products are subject to extensive and exclusive federal regulation and that such federal regulation often pre-empts, and thus makes inapplicable, certain provincial, state and local laws.
8. **Limitation On Damages.** IN NO EVENT SHALL SOFINA BE LIABLE TO BUYER, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS), WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION, OR OTHERWISE. IN NO EVENT SHALL SOFINA BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES OR INSURERS, OR TO ANY THIRD PARTY, FOR DAMAGES CAUSED BY THE ACTS OR OMISSIONS OF BUYER OR BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR ANY THIRD PARTY. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.
9. **Exclusive Remedies.** Buyer's exclusive remedy and Sofina's exclusive liability for shipment of nonconforming Product, including for breach of warranty, is expressly limited, at Sofina's option, to (i) replacement, within a reasonable period of time, of the nonconforming Product at no additional charge to Buyer or (ii) refund of the purchase price. All nonconforming Product must be returned to Sofina, at Sofina's expense, or, at Sofina's direction, disposed of by Buyer in a manner mutually acceptable to Buyer and Sofina with all reasonable costs of such disposition to be paid by Sofina. BUYER EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HEREUNDER ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OF BUYER ARISING IN CONNECTION WITH THE PRODUCTS.
10. **Force Majeure.** Sofina shall not be liable to Buyer for failure of or delay in performance when such failure or delay is caused by conditions beyond Sofina's control including, but not limited to, disease, epidemics, pandemics, war, strike, labour dispute, fire, flood, tornado, hurricane, government intervention, embargo, terrorism, shortage of raw materials (including, without limitation, shortage resulting from inadequate livestock, fish or poultry supply or from grade changes resulting from variations in livestock, fish or poultry supply), shortage of labour, breakdown, shortage or nonavailability of utilities, shortage or nonavailability of transportation facilities or equipment, or any Act of God. If Sofina declares force majeure hereunder, this Contract shall remain in full force and effect for a period of sixty (60) days from said declaration. After the expiration of said sixty (60) days, Sofina may cancel any unperformed portion of this Contract by written notice to Buyer.
11. **Claims.** Before or upon tender of delivery of Products, Buyer will provide immediate telephone notification to Sofina of any alleged Product nonconformity, including any off-condition Product, shortage, or any other discrepancy or situation which may impair the value of the Products or justify payment of less than the amount billed. This notification will be made to a Sofina Customer Service Representative at the following telephone number: (905) 799-1077 or Toll

Free at 1-855-763-4621 or you may contact the sales office where your order was placed. You may also use the following email address: CSR@sofinafoods.com. If notice is not so made within twenty-four (24) hours of tender of delivery of Products to Buyer, then Buyer accepts the Products as conforming in all ways and will submit to Sofina full payment therefore on or before the agreed upon date. Within seven (7) days after telephone notification described above, if any, Buyer will send a detailed written confirmation thereof and will attach all documents relevant thereto. All correspondence and documents must be addressed to: Customer Service Department, Sofina Foods Inc., 100 Commerce Valley Drive West, Markham, ON L3T 0A1. Any payment for less than the billed amount must be authorized by Sofina's Customer Service Department in advance by assignment of a claim number. The assignment of a claim number to Buyer by Sofina's Customer Service Department or acceptance by Sofina of a partial payment from Buyer shall not constitute final approval of Buyer's claim or be a waiver of any of Buyer's obligations or Sofina's rights.

12. **Packaging.** Returnable, hired or loaned packaging shall at all times, unless otherwise is expressly agreed in writing, remain the property of Sofina. The packaging is specifically and solely intended for the purpose of packaging Products sold. Said packaging shall be returned to Sofina in good condition within 60 days of delivery. In the event of failure to return said packaging within such time, Sofina is entitled, without any prior formal notice to this effect, to invoice Buyer a fee corresponding to 0.5% of the full replacement cost of the packaging per day of delay. If the delay in returning the packaging exceeds 30 days, Sofina is entitled to invoice Buyer the full replacement cost of the packaging. In case of destruction or deterioration of the returnable packaging, Buyer shall pay the full cost of restoring or replacing the packaging. When packaging is supplied by Buyer, the Buyer shall ensure the conformity of said packaging with any and all regulations currently in force for the transport of the specific goods.
13. **Routing.** The destination routing of shipments and carrier selection will be at Sofina's option. Delivery dates provided by Sofina are estimates only.
14. **Installment Contract.** In the event this Contract is deemed or interpreted to be an installment contract, the failure of Sofina to ship or deliver any installment when due will not substantially impair the value of this Contract as a whole and will not constitute a breach of this Contract as a whole. In the event of any non-delivery of an installment by Sofina, Buyer's exclusive and sole remedy shall be limited to delivery of the Products as soon as Sofina can reasonably do so.
15. **Confidentiality.** Any technical, commercial, or other information related to the Products, supplied or disclosed by Sofina to Buyer or otherwise obtained by Buyer whether prior to or after the conclusion of this Contract with Buyer for the sale of Products, shall be treated as strictly confidential by Buyer. The confidentiality obligation shall not apply to any information, which Buyer can show was in its possession or in the public domain at its disclosure or subsequently has come into the public domain without any default on the part of Buyer.
16. **Storage.** Buyer shall at all times comply with any instructions as to staging, handling, temperature and storage contained in Sofina's specifications relating to the Products, contained on the packaging or labels of the Products, or as specified in Sofina's shipping documents, and comply with all legislation relating to the Products (including without limitation the storage, packaging, labelling and supply of the Products to its own customers) and shall not use or re-sell or otherwise supply or offer to supply to third parties any of the Products after their "use by" or "best before" dates have expired.
17. **Intellectual Property.** Buyer acknowledges that the sale and purchase of the Products under this Contract does not confer on Buyer any licence or rights under any patent, trademark or copyright which is the property of Sofina. Where the Products are supplied in any packaging or containers designed by Buyer or which are marked in accordance with Buyer's instructions/requests, Buyer warrants that such packaging, containers and markings will not infringe any third party's intellectual property rights.
18. **Samples and Descriptions.** The tender of samples of Products to Buyer and their inspection by Buyer shall not render any sale a sale by sample. Sofina's specifications, brochures, catalogues, price lists and all descriptions of Products contained therein are merely indications of the kind of goods supplied by Sofina and no particulars contained in any of them shall bind Sofina unless otherwise expressly agreed in writing by a duly authorised representative of Sofina. Sofina reserves the right to make alterations to the design, appearance and specification/recipe and/or the packaging of Products and its advertised information concerning such Products from time to time. Where such alterations are, in the reasonable opinion of Sofina, likely to be material, Sofina shall give Buyer prior notice of such alterations.
19. **Insolvency.** If Buyer commits or is involved in any act of insolvency, then Sofina may deem this to be a default under this Contract and may, at its election and with immediate effect, suspend its obligations under or terminate this

Contract without prejudice to any rights it may have. An act of insolvency includes bankruptcy, liquidation, receivership, administration, failure to comply with a statutory demand, a suspension of payment of debts or the bringing of a winding up application which is not dismissed within 7 days.

20. **Default.** If Buyer (1) fails to furnish shipping instructions within the time specified, (2) fails to order any shipment within the time specified therefor, (3) fails to supply adequate credit within the time specified, (4) refuses to accept any shipment properly tendered, (5) fails to tender any payment when due, or (6) fails to perform in any other respect according to its obligations set out in the terms herein (each of which shall be a material breach of this Contract), Sofina may treat such default as (a) a total breach of the entire contract, or (b) a breach only as to the individual shipment or installment, and, in addition to any other rights or remedies which Sofina may have at law or in equity, Sofina may (x) cancel this Contract, (y) terminate this Contract as to the portion thereof in default or as to any unshipped balance, or both, and/or (z) resell, after ten (10) days' notice to Buyer, any of the Products which have been shipped and which Buyer has wrongfully failed or refused to accept, and receive from the Buyer the difference between the contract price thereof and the price obtained on resale if the latter be less than the former, as well as any incidental loss and expense. All rights and remedies of Sofina shall be cumulative and not exclusive of any other rights or remedies which Sofina would otherwise have at law or in equity.
21. **Audits.** Buyer shall have no right to (a) inspect Sofina's facilities, (b) examine Sofina's books, records or other documents, or (c) seek or obtain any information from Sofina deemed proprietary or confidential by Sofina in its sole discretion, without the express written consent of Sofina obtained in each instance, which consent may be withheld in Sofina's sole discretion.
22. **Assignment.** The rights and obligations under this Contract, including these Terms, are not assignable by Buyer unless in writing and signed by both parties.
23. **Terms to Govern.** These Terms shall govern in any instance where they conflict with provisions of forms used by Buyer. No prior or contemporaneous negotiations, correspondence, conversations, prior course of dealing or usage of trade shall be deemed in any way to affect the specific terms hereof. These Terms shall be binding on Buyer even if not signed by Buyer.
24. **Life of Contract Rights.** This Contract, including these Terms, shall be binding upon and inure to the benefit of Buyer and Sofina and their respective heirs, administrators, executors, successors, and permitted assigns.
25. **Governing Law and Arbitration.** This Contract, including these Terms, shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws provisions. For greater certainty, the United Nations Convention on Contracts for International Sale of Goods shall not apply to this Contract. Subject to the arbitration provisions in this Section 25, the parties hereby irrevocably attorn to the courts of the Province of Ontario located in Toronto, Ontario. All claims, controversies or disputes arising out of, or relating to, this Contract or any modification of it shall be resolved by binding arbitration in Toronto, Ontario under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency Arbitration Provisions shall not apply. The arbitration shall be governed by the *Ontario Arbitration Act*, 1991.
26. **Alteration of Terms/Waiver.** Subject to the right of Sofina to add to, modify, supersede, alter or revoke these Terms upon written notice to Buyer, none of the terms contained herein may be added to, modified or superseded, or otherwise altered, unless in writing and signed by both parties, and specifically referring to these Terms. Waiver of any default must be in writing signed by both Buyer and Sofina and shall not constitute waiver of any subsequent default.
27. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Contract. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Sofina may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.
28. **Severability.** The provisions of this Contract, including these Terms, shall be deemed to be severable and the invalidity or partial invalidity of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

29. **Limitation on Actions.** No action arising out of this Contract, including these Terms, may be brought by Buyer more than one (1) year after the cause of action has accrued.
30. **No Rights of Third Parties.** This Contract, including these Terms, is solely for the benefit of Buyer and Sofina, and no provision of this Contract shall confer upon third parties any right or remedy.
31. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.