



1. Any purchase order ("PO") constitutes a binding contract between the entity or person listed as the seller ("Vendor") and J.T. Morton & Associates, LLC and its affiliates and subsidiaries ("Buyer" and/or "JTM") for the sale and purchase of the goods referenced in the PO ("Goods").
2. THE PO NUMBER FROM THE END CUSTOMER (i.e., JTM's customer) AND ALL OTHER INFORMATION REQUIRED BY THE END CUSTOMER'S VENDOR GUIDE WHICH VENDOR ACKNOWLEDGES RECEIPT OF MUST APPEAR ON THE BILL-OF-LADING, INVOICE, PACKING SLIP & SHIPPING CARTONS. ALL PURCHASE ORDERS WILL BE CANCELLED ON THE DATE STATED HEREIN, UNLESS EXTENDED IN WRITING BY BUYER. LATE SHIPMENTS MAY BE REJECTED AT THE BUYER'S EXPENSE AND WILL BE SUBJECT TO ALL REMEDIES AVAILABLE IN THE PURCHASE ORDER AND AVAILABLE AT LAW. VENDOR HEREBY EXPRESSLY AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL CONSEQUENCES OF LATE SHIPMENTS AND AGREES TO FULLY INDEMNIFY AND HOLD BUYER HARMLESS FOR ANY AND ALL LOSSES, INCLUDING ATTORNEY FEES, SUSTAINED BY BUYER, INCLUDING ACTUAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES.
3. Purchase orders may not be filled at higher prices than specified without Buyer's prior written permission.
4. Buyer reserves the right to cancel a PO and reject the Goods, at Vendor's sole cost, if this PO is not filled in accordance with the terms hereof or Buyer's delivery schedule. Buyer reserves the right to return excess or defective Goods at Vendor's sole cost. Back orders, if accepted, must be shipped prepaid.
5. Goods must be packaged in agreed upon packs that meet JTM's customer's specifications, labeled with the manufacturer's name, item #, and UPC # and case pack UPC # (i.e., 2of5). No under runs allowed.
6. JTM reserves the right to inspect either at destination, source, or customer's plant.
7. Goods not in accordance with specifications will be rejected by JTM's end customer and disposed of in accordance with the agreed-upon disposal method between JTM and its end customer. Vendor acknowledges it has received and is familiar with this disposal method.
8. INVOICES must bear exactly same prices and terms. Authorization for changes must be received from JTM in writing prior to shipping.

9. In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, JTM shall have the option of cancelling undelivered orders in whole or part.
10. Acceptance of a purchase order or shipment of any part of it will constitute agreement to all of its specifications as to terms, delivery, and process.
11. All dates are in mm/dd/yyyy format.
12. Vendor shall indemnify, defend (at JTM's sole option) and hold harmless JTM and its affiliates and customers from any and all liabilities, damages, costs, expenses, penalties, claims and/or suits (whether actual or alleged), including, without limitation, attorneys' and experts' fees (including attorneys' fees incurred in enforcing JTM's rights as a result of a breach of Vendor's warranties or a term of this PO, arising from the:
 - a. acts or omissions of Vendor or Vendor's agents, (b) recall of the Goods, (c) personal injury or property damage resulting from the movement, use or consumption of the Goods, (d) breach of Vendor's warranties or a term of this PO, or (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Goods. Vendor shall have no right to limit its liabilities. Vendor acknowledges that this PO was negotiated and without this section JTM would not have entered into this PO.
13. Vendor warrants that it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised and used: (a) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents, and (b) in a manner which assures the safety of the representatives, patrons and customers of JTM.
14. Vendor warrants that the Goods are in new, good, and saleable condition. This PO is accepted under the terms and conditions set forth herein.
15. This PO is not intended to and shall not negate or replace any of, but shall supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.
16. JTM shall have the right, without notice to the Vendor, to offset and/or deduct from any monies due to Vendor whether or not such monies are related to or not to this PO. JTM shall also have the right, without notice to the Vendor, to offset and/or deduct from any monies due to Vendor all commissions,

payments, fees, and charges not expressly agreed upon in a writing signed by Vendor and JTM and all amounts due in connection with JTM's right to receive indemnification from Vendor. Following JTM's receipt of any claim that may give rise to JTM's right to receive indemnification from Vendor, JTM may withhold payment of all monies due to Vendor (or any portion thereof as determined by JTM) until such claim is fully and finally resolved.

17. Unless required by court order, by subpoena, by applicable law or to transport the Goods, Vendor may not disclose to any third party the terms of this PO, including the price paid for the Goods.
18. All disputes arising under this PO or related to the Goods shall be settled in a court of competent jurisdiction located in Oakland County, Michigan, USA. The laws of the State of Michigan, USA shall govern all disputes. Vendor hereby irrevocably waives all objections to an inconvenient forum and lack of personal jurisdiction. The UN Convention on Contracts for the International Sale of Goods (CISG) will not apply to this PO.
19. Vendor, by accepting a PO, agrees to and accepts all of the terms and conditions of the PO. Vendor accepts the terms and conditions of the PO by doing any of the following: (a) signing a PI; (b) shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; (c) accepting any payment, in whole or in part, for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods; or (d) by any other means of acceptance recognized at law or in equity.
20. Vendor must comply with all Forced Labor Laws and Anti-Corruption Laws. Forced Labor Laws means those practices prohibited by 18 U.S.C. § 1589, as amended, and any non-U.S. legal requirements. Anti-Corruption Laws means the Foreign Corrupt Practices Act of 1977, as amended and related legal requirements, and other anti-bribery, anti-corruption, and similar U.S. legal requirements, the United Kingdom's Bribery Act 2010, and other non-U.S. legal requirements.
21. AS AN INDUCEMENT FOR JTM TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PO, WITHOUT MODIFICATION.