



2500 Tedlo Street, Mississauga, Ont., L5A 4A9
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This Master Order Form is governed by the Supply Terms and Conditions attached hereto as Schedule “A” and posted on www.gumpert.com. Any amendments to the Supply Terms and Conditions will not be valid and enforceable unless specifically addressed in this Master Order Form.

[Buyer Name]
[Buyer Address Line #1]
[Buyer Address Line #2]

<i>Item Code</i>	<i>Item Name</i>	<i>Purchase Order Date</i>	<i>Manufacturing / Delivery Date</i>	<i>Batch Size</i>	<i># of Batches</i>	<i>UOM</i>	<i>Price per Drum</i>	<i>Price per kg</i>
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●
●	●	●	●	●	●	●	●	●

***Drums and Pallets (wooden and CHEP) to be returned to Gumperts.
 Charge of \$20/pallet drum will apply otherwise***

Unique Raw Materials

The following raw materials shall be considered Unique Raw Materials, and will require **prepayment:**

<i>Product Name</i>	<i>Supplier</i>	<i>Price per kg</i>
●	●	●
●	●	●
●	●	●

Additional Payment Terms

- Payment Terms: ● days; credit limit \$●

Stocking Agreement Between Buyer and Seller

The following products will be stocked as floor stock – products will be replenished as per purchase within **one weeks' time**:

<i>Product code</i>	<i>Monthly floor stock in Drums</i>	<i>Annual purchase commitment in kg</i>
●	●	●
●	●	●
●	●	●
●	●	●
●	●	●
●	●	●
●	●	●

Products that are made to order requiring 2 weeks' notice:

<i>Code</i>	<i>Product</i>	<i>Pack</i>	<i>Minimum order</i>
●	●	●	●
●	●	●	●
●	●	●	●
●	●	●	●

Other specialty/ tropical and chocolate fillings are MTO

The terms above are agreed to and executed by the parties on _____, 202__.

[BUYER]

S. GUMPERT CO. OF CANADA LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A"

SUPPLY TERMS AND CONDITIONS

These Supply Terms and Conditions (the "**Terms and Conditions**") including all exhibits are standard terms and conditions of supplying products and services by S. Gumpert Co. of Canada Ltd., 2500 Tedlo Street, Mississauga, Ontario LSA 4A9 ("**Seller**") and form part of an agreement between Seller and Buyer specified on the Master Order Form and/or the Purchase Order enclosed herein, as applicable, (collectively, the "**Agreement**").

Seller is in the business of developing and manufacturing custom fruit preparations, base mixes and other wide range of wet and dry blended products in the baking industry (the "**Products**").

These Terms and Conditions apply to Buyer ordering Products from Seller by placing either a Master Order Form or a single Purchase Order.

(1) Purchase and Sale.

- (a) Subject to these Terms and Conditions, Seller agrees to sell and Buyer agrees to purchase the Products meeting the specifications of Buyer set forth on the Master Order Form or the applicable Purchase Order(s) entered into between the parties.
- (b) These Terms and Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in a document issued by Buyer. In the event of any conflict between these Terms and Conditions and the terms of the Master Order Form or Purchase Order, as applicable, the terms of the Master Order Form or Purchase Order shall prevail.

(2) Term.

The Agreement is effective from the earlier of:

- (a) the date the Master Order Form is signed by the Buyer; or
- (b) the date the first Purchase Order is placed by the Buyer,

and shall continue to be in effect until all the Products ordered pursuant to the Master Order Form or Purchase Order, as applicable, have been delivered by Seller and accepted or returned by Buyer pursuant to Section (6).

(3) Purchase Requirements

- (a) Batch Size. Buyer acknowledges and agrees that all orders made under the Agreement shall be made in increments specified in the Master Order Form or Purchase Order, as applicable (each increment, a "**Batch**"). No fractional Batches will be available for order.
- (b) Take-or-Pay. Buyer shall purchase, and take delivery of, the full order as specified on the Master Order Form and/or each Purchase Order on the manufacturing / delivery date specified on the Master Order Form or Purchase Order, as applicable (the "**Delivery Date**"). Orders are made on a take-or-pay basis. Subject to inspection and rejection rights in Section (6)(b), if Buyer does not take delivery of the full order

within 30 days from the Delivery Date, it will still be responsible to pay for such order upon issuance of the invoice following the Delivery Date specified on the Master Order Form or Purchase Order and Seller has the right to dispose of any of the Product that the Buyer ordered but has not taken delivery of. For greater certainty, payments made under this Section (3)(b) shall include any applicable Inventory Storage Fee and/or disposal fees described below.

- (c) Inventory. In the event that Buyer does not take delivery of the full quantity specified in the Master Order Form or Purchase Order in one single shipment, Buyer shall pay Seller inventory storage fees of \$45/pallet per Batch (rounded up to the nearest Batch in the event of fractional Batches) per month (the “**Inventory Storage Fee**”), which accrual shall begin 30 days after the Delivery Date, until all the Products under such Master Order Form or Purchase Order, as applicable, have been shipped from Seller’s premises. For greater certainty, if Buyer does not take delivery of the ordered Products within 30 days after the Delivery Date, Seller may choose, at its own discretion, to charge Buyer the Inventory Storage Fee or dispose of the ordered Products that the Buyer did not take delivery of and neither the storing nor the disposal of such Products shall relieve Buyer from its obligation to pay for the Products.
- (d) Quarterly Projections. If applicable, Buyer shall provide Seller with quarterly projections of anticipated order quantities or update the quarterly projections provided in the Master Order Form at the beginning of each quarter for the subsequent quarter (the “**Quarterly Projections**”) throughout the term of the Agreement. In the event of material deviations in order quantity from the Quarterly Projections, Buyer acknowledges and agrees that Seller may revise the Delivery Date, Price (as defined below) and other terms as reasonably necessary in order to deliver the new quantity of Products.
- (e) Packaging. If the Master Order Form or a Purchase Order includes Buyer purchasing packaging for Products, Buyer agrees that such packaging shall be subject to the same take-or-pay terms as the Products as specified in Section **Error! Reference source not found.**(3)(b) above. Seller agrees that it will obtain Buyer’s written confirmation and authorization prior to ordering any packaging pursuant to the specifications provided by Buyer. Buyer acknowledges and agrees that Seller shall have no further obligation or responsibility in connection with such packaging and Buyer will be responsible for any and all payments related to packaging once it has been ordered.

(4) Pricing and Payment.

- (a) Price. Buyer shall purchase the Products from Seller, including the Packaging, if applicable, at the prices set on the Master Order Form or a Purchase Order, as applicable (the “**Price**”).
- (b) Payment for Unique Raw Materials. Buyer acknowledges that where the Products are custom in nature, certain raw materials utilized to fulfil Buyer’s specifications are unique to Buyer’s Products (the “**Unique Raw Materials**”). Buyer agrees that it will pay for the cost of surplus Unique Raw Materials should the Master Order Form or a Purchase Order, as applicable, be cancelled for any reason. Seller shall advise Buyer of the price and delivery terms for Unique Raw Materials and confirm with Buyer in advance of the final contracting of such Unique Raw Materials and will not proceed with such contracting without Buyer’s express agreement in writing. Any

dates under the Master Order Form or a Purchase Order for Products will be adjusted accordingly and Seller will not be responsible for any delays in Delivery Dates caused by Buyer's delay to provide consent with respect to Seller's order of any Unique Raw Materials.

- (c) Payment. Payment under the Master Order Form or each Purchase Order, as applicable, is due no later than thirty (30) days from the date of Seller's invoice to Buyer related to the order or on such other date as indicated on the Master Order Form or Purchase Order, as applicable ("**Payment Due Date**"). Payment is made when the amount owed under the invoice is deposited into Seller's bank account. If any invoice or part of an invoice is not paid by the Payment Due Date, Seller may charge Buyer interest on all amounts outstanding on the Payment Due Date at the annual rate of one and one-half percent (1.5%) per month from the Payment Due Date. Seller may also, at any time, suspend delivery or other performance with respect to any Products until an outstanding invoice is paid in full without liability or penalty for late delivery and take all other action permitted under applicable law.
- (d) Credit Limit. Seller may set out a credit limit in Master Order Form in respect of the aggregate of all orders between Buyer and Seller. If Buyer exceeds the credit limit, Buyer will pay the amount which exceeds the credit limit immediately and, in any event, not later than five (5) business days from the date Seller notifies Buyer that credit limit is exceeded. Buyer acknowledges and agrees that Seller will not fulfill any of the existing purchase orders or enter into any new purchase orders until the outstanding payments are less than the credit limit set out in the Master Order Form.
- (e) Delivery. Seller will provide the Products for pick up at the loading dock of Seller's facility on the Delivery Date and Buyer will arrange for transport and delivery from Seller's loading dock to the location designated by Buyer. In the event that Buyer requests Seller to arrange for transport and delivery to Buyer's facilities or another location designated by Buyer and Seller must enter into the freight arrangement with a third party to complete such delivery, any and all such delivery costs will be incorporated into the price of the Products that are being delivered and set out in the invoice relating to such Products. Seller reserves the right to review delivery costs quarterly and reserves the right to adjust price to reflect changes in freight rates compared to the previous quarter including any changes in fuel surcharges. In the event Buyer does not order full truck load quantity, Seller has the right to pass on to Buyer any additional freight expense for less than full truck load quantities. Current freight rates are based on market rates and are subject to increase from time to time based on market factors.
- (f) Risk of Loss. The finished Products are available for pick up at Seller's facility by Buyer or by Buyer's designated third-party carrier. Title to, and risk of loss of the Products shall pass to Buyer upon the tender of the Products to Buyer or Buyer's designated third-party carrier at the loading dock of Seller's facility, regardless of whether the designated third-party carrier was engaged by Buyer or by Seller on Buyer's request.

(5) Tooling Cost

Seller may provide Buyer with additional terms and conditions if tooling is required in connection with the Master Order Form or any Purchase Order.

(6) Quality Assurance and Inspection.

- (a) Quality Assurance. Seller warrants that it will sample and inspect the Products using industry standard procedures prior to shipment for quality assurance purposes.
- (b) Inspection of the Products. Buyer shall inspect the Products within 14 days of delivery to Buyer, which, for greater certainty, shall include the location specified by Buyer to which the Products are delivered ("**Inspection Period**") and either accept or, if such Products are nonconforming to Buyer's specifications outlined in the Master Order Form or an applicable Purchase Order (the "**Nonconforming Products**"), reject such Nonconforming Products, provided that such Nonconforming Products are unused. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller of the reasons for rejection. Any rejection of Products for any reason after the Inspection Period will not be accepted and Buyer will be responsible for the full payment of the delivered Products. If Buyer notifies Seller of any Nonconforming Products during the Inspection Period, Seller shall determine, in its sole discretion, whether the Products are Nonconforming Products. If Seller determines that the Products are Nonconforming Products, it shall, in its sole discretion: (i) replace such Nonconforming Products with conforming Products, or (ii) refund the price for such Nonconforming Products, together with all shipping and handling expenses incurred by Buyer in connection therewith.
- (c) Quality Assurance Limitation and Disclaimer. Seller shall not be liable for (i) damage caused by handling of the Products which is improper or contrary to Seller's instructions, including by a shipping company for delivery, (ii) improper storage by Buyer or a third party designated by Buyer of the Products during the Inspection Period, including, but not limited to, storage of the Products unprotected from weather, (iii) the Products accepted by Buyer after the Inspection Period, and (iv) Products that have been incorporated or mixed with other product. All documents about the Products are for illustrative purposes only and do not contain a warranty of any kind.
- (d) Return of Nonconforming Products. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Seller's facility. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products.
- (e) Oral Warranties Not Binding. No representation or warranty concerning the Products shall be binding unless confirmed by Seller in writing. Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations and warranties which are not so confirmed in writing. Any advice or recommendation given by Seller to Buyer as to the storage, application or use of the Products which is not confirmed in writing by Seller shall be followed or acted upon entirely at the Buyer's own risk.

- (f) BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION (6) ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS AND SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS OR REVENUES, LOSS OF THE USE OF PRODUCTS, LOSS OF WORK IN PROCESS, DOWNTIME, OR DAMAGE TO PROPERTY, AS A RESULT OF DELIVERY OF NONCONFORMING PRODUCTS.

(7) Force Majeure.

Neither party will be responsible for any failure or delay in performance of the Agreement if the failure or delay is due to an event beyond reasonable control and without the fault of negligence of the party seeking to excuse performance, including without limitation, acts of God, acts of terrorism, war, compliance with applicable laws and the requirements of any regulatory authorities, labor disputes and strikes, fire, flood, riot, other situations beyond the control of the parties including third-party raw material supply and unforeseen delays in third-party provided transportation or communications (each a "**Force Majeure Event**"). Buyer shall not be excused with regard to shipments already delivered or in transit to Buyer. Seller may, during any period of shortage due to a Force Majeure Event, allocate the available supply of material among its customers and its own department or divisions in such a manner as may be deemed equitable in the sole discretion of Seller.

(8) Termination.

This Section applies to Master Order Forms only. Individual Purchase Orders cannot be terminated once they are confirmed.

- (a) Breach. Either party shall have the right to terminate the Agreement and each individual purchase order provided for in the Master Order Form in the event of any nonpayment or breach of any express warranty or representation which is not cured within 60 days after written notice is delivered of the breach.
- (b) Without Cause. Either party shall have the right to terminate the Agreement and each individual purchase order provided for in the Master Order Form for any reason and without cause upon not less than 90 days written notice to the other party. In the event Buyer terminates the Agreement, Buyer shall pay for (i) all remaining inventory of the Products and Unique Raw Materials that Seller was holding at the time of the written termination, including Products produced and Unique Raw Materials purchased based on the Quarterly Predictions, and any such applicable Inventory Storage Fees and/or disposal fees.

(9) Confidential Information and Intellectual Property.

- (a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "**Confidential Information**"). Confidential Information shall not include information that is (i) in the public domain, (ii) known to the receiving Party at the time of disclosure, or (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party. The receiving Party shall use the Confidential Information solely to perform its obligations under this Agreement and shall not disclose any Confidential Information to any person or entity, except to the receiving Party's employees who have a need

to know the Confidential Information for the receiving Party to perform its obligations hereunder. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary herein, each Party shall be entitled to disclose Confidential Information of the other Party to a regulatory authority with competent jurisdiction when required by applicable law, statute, rule or regulation.

- (b) Intellectual Property. Title to, and ownership of all Intellectual Property Rights or other proprietary rights relating to the design, combinations, proportions and other instructions or specifications provided by Seller to Buyer in connection with the manufacture of the Products (the “**Recipe**”) will remain at all times with Buyer. For purposes of this Agreement, the term “**Intellectual Property Rights**” means all present and future, worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, specifications, design, methods, processes, procedures, know-how, Confidential Information and other proprietary rights relating, directly or indirectly, to the Products.

(10) Indemnity and Limitation of Liability.

- (a) General Indemnity. Provided the Products conform to and meet the mutually agreed upon specifications or, if no specifications, comply with applicable laws, any and all consequences of the use of the Products (whether used alone or in concert with other components or ancillary products in which the Products are integrated or otherwise made a part of) by Buyer and any third party intermediary, distributor or end user (collectively, a third party intermediary, distributor or an end user are referred to herein as “**Buyer Users**”), shall be borne solely by Buyer. In that regard, Buyer shall indemnify and hold harmless Seller from and against all liability, claims, damages, losses, costs or expenses, including legal fees and court costs and expenses, which Seller may incur, suffer or be required to pay to third parties which relate to, arise out of, or occur in connection with the Products or the Buyer's negligence, willful misconduct, violation of any statute, law or regulation, or material breach of this Agreement.
- (b) Intellectual Property Indemnity. Buyer shall indemnify and hold harmless Seller from and against all liability, claims, damages, losses, costs or expenses, including legal fees and court costs and expenses, which Seller may incur, suffer or be required to pay to third parties which relate to, arise out of, or occur in connection with a claim, suit or action which is based on an allegation that the Recipe or the Products made pursuant to Buyer's specifications or any combination of the foregoing misappropriates or infringes any third party Intellectual Property Rights.
- (c) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE

CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(11) Disputes.

All disputes in connection with this Agreement will be construed and governed under the laws of the Province of Ontario and the federal laws of Canada applicable therein. All disputes will be resolved in the Province of Ontario and at Seller's sole option, by arbitration or in a court of competent jurisdiction. Buyer irrevocably consents to the jurisdiction and exclusive venue of the provincial and federal courts in the Province of Ontario whether suit or legal action is pursued by Buyer or Seller and Buyer agrees to appear in any action so brought by Seller upon written notice. The United Nations Convention on International Sale of Goods shall have no force or effect on transactions set forth in this Agreement. The parties waive all challenges based upon lack of jurisdiction or improper venue.

(12) Legal Fees and Costs.

In the event that Buyer breaches this Agreement through non-payment or otherwise, Seller, in addition to all other remedies available to it in law or equity, shall be entitled to recover from Buyer its reasonable legal fees and costs and expenses.

(13) Independent Contractors.

The relationship between Buyer and Seller shall at all times be deemed that of independent contractors. This Agreement is not intended to create between the parties a relationship of partners, principal and agent; joint ventures or any other relationship. Neither Seller nor any of the persons furnishing materials or performing work required by this Agreement are employees of Buyer within the meaning of or the application of any federal or state unemployment insurance law, or any workers' compensation, industrial accident law, or other industrial or labor law.

(14) No Assignment.

No rights or obligations arising under the Agreement may be assigned or delegated by Buyer unless expressly agreed in writing by Seller. Any assignment contrary to this provision will be in breach of the Agreement, void and of no force or effect. No sale of any Products subject of the Agreement by Buyer to a third party will be effective to transfer the rights or obligations of the Agreement to the third party unless expressly agreed to in writing by Seller. Notwithstanding anything to the contrary contained herein, Seller may assign the Agreement to an affiliate, subsidiary or as part of any transaction for the purchase of substantially all of Seller's assets or ownership shares.

(15) Entire Agreement.

- (a) The Master Order Form, these Terms and Conditions, including all exhibits, any Purchase Order entered into between the parties individually or under the Master Order Form and any documents incorporated herein or therein by reference, constitute the entire and integrated Agreement and supersede any previous agreement, whether written or oral, between the parties, which are merged herein.
- (b) SELLER DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING OR ACKNOWLEDGMENT, OTHER THAN THE MASTER ORDER FORM AND APPLICABLE PURCHASE ORDERS, WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY

EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFIED IN WRITING IN A SEPARATE DOCUMENT AND SIGNED BY EACH PARTY.

(16) Miscellaneous.

- (a) Time is of the essence of these Terms and Conditions.
- (b) These Terms and Conditions shall be binding upon and inure to the benefit of the Seller and Buyer and their parent companies, subsidiaries, successors and permitted assigns.