TERMS AND CONDITIONS OF SALE

Effective for Trading Events on or after 11 November 2026

1. Application. These Terms and Conditions of Sale (these "Terms") apply to any and all sales of products made by Hilmar Cheese Company, Inc., a California corporation ("Supplier"), through the auction trading platform operated by GlobalDairyTrade Holdings Limited ("GDT", and such products, the "Products", and such platform, the "GDT Trading Platform"). These Terms constitute Supplier's "Supply Agreement" for purposes of GDT's trading event rules for the GDT Trading Platform (the "GDT Trading Event Rules"). "Bidder Contracting Information" means the bidder specific information provided by Supplier and made available to Purchaser in accordance with the GDT Trading Event Rules prior to the Trading Event at which the Products were purchased. The Sales Confirmation (as defined below), together with these Terms, the GDT Trading Event Rules, and the Bidder Contracting Information (collectively, the "Contract Documents"), constitute the exclusive, binding agreement of the parties with respect to the purchase and sale of Products. For purposes of these Terms, "Purchaser" means any Winning Bidder purchasing Products from Supplier. Purchaser and Supplier are each referred to as a "party" and collectively as the "parties". Capitalized terms used but not defined herein shall have the meanings given to them in the GDT Trading Event Rules.

2. Sales Confirmation. Within seventy-two (72) hours of completion of the Trading Event, Purchaser shall provide Supplier with any and all documents and information required by Supplier or any of the Contract Documents. After the parties have agreed to a sale in accordance with the GDT Trading Event Rules and Supplier's receipt of the foregoing documents and information, Supplier will issue to Purchaser a sales confirmation ("Sales Confirmation") which will include: (i) specifications of the Products to be purchased ("Specifications"), (ii) quantity of the Products to be purchased ("Quantity"), (iii) per unit purchase price and total purchase price of the Products to be purchased ("Price"), (iv) additional charges or adjustments, and (v) shipping terms, including the shipment period specified for the relevant Contract Period, and the destination ("Shipping Terms"). The parties acknowledge and agree that, to the extent that they are not inconsistent with these Terms, the Specifications, Quantity, Price, additional charges or adjustments, Shipping Terms, and other terms, if any, set forth in a Sales Confirmation shall be applicable to the Products purchased by Purchaser.

3. Quantity. Unless otherwise agreed in writing by Supplier, references to weights, quantities, or other measures in relation to Products or packaging are references to that weight, quantity, or other measure within a variance of plus or minus one percent (1%). If Supplier delivers Products in multiple shipments, any failure by Supplier to make any one or more of the shipments or any claim by Purchaser regarding any one or more shipments will not affect Supplier's rights regarding any Products already supplied or that remain to be supplied under the Sales Confirmation. Notwithstanding anything in these Terms to the contrary, the minimum quantity of any Products that can be purchased at a Trading Event is eighteen (18) metric tons. Unless Supplier otherwise approves in writing, each purchased quantity of Products that is not comprised of only full truckloads (or other applicable full load units) shall be rounded to the nearest full truckload (or other applicable full load unit). To account for any increase or decrease in quantity, as contemplated in the immediately preceding sentence, Supplier shall proportionately adjust the Price for the applicable Products. Delivery of the Quantity as so adjusted shall constitute delivery in full satisfaction of the quantity initially purchased by Purchaser.

4. Price. Unless otherwise agreed by the parties in writing, the Price shall be the price specified by Rule A2.3(a) of the GDT Trading Event Rules, as adjusted to incorporate any additional charges or other matters stated in the Bidder Contracting Information or Sales Confirmation, as rounded in accordance with Section 3 above. Notwithstanding the foregoing or the Selected Incoterm (as defined below), where a Freight Disruption Event (as defined below) occurs, the applicable Price shall be increased automatically to reflect any incremental freight costs incurred by Supplier as a direct result of that Freight Disruption Event. Any adjustment under this Section shall: (i) be limited to additional freight related costs attributable to the Freight Disruption Event; (ii) exclude any margin, profit element or unrelated cost increases; and (iii) apply only to shipments affected by the relevant Freight Disruption Event and shall not apply retrospectively to Products already shipped.

5. Shipping Terms.

5.1. Unless otherwise set forth in the Sales Confirmation or agreed to in writing by the parties, Products shall be shipped based on the Incoterm that is specified in Purchaser's Bidder Contracting Information (the "Selected Incoterm").

5.2. Any date or time of delivery in a Sales Confirmation or otherwise given by Supplier is an estimate only, and Supplier shall not have any liability from a delay in delivery.

5.3. Notwithstanding any provision herein to the contrary, Purchaser shall be responsible for: (i) ensuring the Products meet all legal and regulatory requirements in the country or territory in which the Products are being shipped, imported, distributed, and/or used by Purchaser, and (ii) unless the Selected Incoterm provides otherwise, at Purchaser's sole cost and expense, all import and other regulatory costs and requirements associated with Products, or the shipment or delivery of the Products.

5.4. If, for any reason, Supplier is unable to supply any Products to Purchaser, Supplier may offer to supply Purchaser with a substitute product with specifications that are not materially lower than the Specifications or offer to supply an alternative product. If Purchaser does not accept such offer, Supplier may cancel the relevant shipment without liability of any kind to Purchaser or any third party.

5.5. If the terms of shipment or delivery of Products become commercially impractical in Supplier's reasonable opinion, Supplier and Purchaser shall discuss alternative arrangements, such as a commercially reasonable substitute location or using a commercially reasonable substitute method of supply. If no alternative arrangements are agreed to by the parties, Supplier may cancel the applicable shipment without liability.

5.6. If Purchaser requests that Supplier delay or expedite an order, or Purchaser is otherwise delayed in taking delivery of Products on the delivery date indicated in the Sales Confirmation or otherwise specified by Supplier, Supplier may recover from Purchaser a fee reasonably determined by Supplier to compensate Supplier for the administration, storage, logistics and related holding costs associated with Purchaser's delay. If Purchaser is unable or unwilling to take delivery of Products on the delivery date indicated in the Sales Confirmation or otherwise specified by Supplier, Supplier may cancel the applicable shipment and any subsequent shipments without resulting liability for Supplier.

5.7. The Price for the Products and the agreed shipment arrangements are based on the freight rates, surcharges, routing and shipping conditions reasonably available to Supplier at the time they are agreed to by Supplier. Where, after such time and prior to shipment, Supplier incurs additional freight related costs as a direct result of events beyond Supplier's reasonable control, including but not limited to: (i) war, hostilities, armed conflict, acts of terror, blockades or sanctions, (ii) carrier imposed war risk premiums, emergency surcharges, security levies or compulsory re-routing, (iii) closure, restriction or material congestion of customary shipping routes or ports, or (iv) any Force Majeure Event (as defined below) (each, a "Freight Disruption Event"), and such costs were not known at the time Supplier agreed to the original freight rates, the Price shall be adjusted automatically in accordance with Section 4. Supplier shall notify Purchaser in writing as soon as reasonably practicable after becoming aware of a Freight Disruption Event and shall provide reasonable information regarding the nature and basis of the freight cost adjustment.

6. Payment Terms.

6.1. At any time after an agreement for the sale of Products has been formed in accordance with the GDT Trading Event Rules, Supplier may invoice Purchaser for the applicable Products and all other amounts contemplated by these Terms. Supplier may require payment of invoiced amounts in full before shipment of the applicable Products. All invoices not required to be paid before shipment shall be due and payable within thirty (30) days of the invoice date, unless otherwise provided in a writing signed by Supplier. Payment shall be made in immediately available, cleared funds to the account designated by Supplier, without setoff, deduction, counterclaim, or withholding. Supplier may condition any extension of credit or other payment arrangement on Purchaser's delivery and maintenance of security acceptable to Supplier, including a letter of credit, bank guarantee, documentary collection, deposit, or other credit support. Purchaser shall bear all bank charges and shall increase any payment required to be made hereunder by the amount of any deduction or withholding amount required by law so that Supplier receives the amount it would have received absent that deduction or withholding. Purchaser's payment obligations are independent of, and shall not be conditioned upon, Purchaser's receipt of payment from any third party.

6.2. Purchaser shall notify Supplier in writing of any good-faith invoice dispute, with reasonable detail, within seven (7) days after receipt of the invoice; however, Purchaser shall timely pay all undisputed amounts. Once the dispute is resolved, Purchaser must pay the resolved amount due within fourteen (14) days of the resolution. Where an invoice remains unpaid (whether in whole or in part) after the due date, and Purchaser has not timely notified Supplier of a good-faith invoice dispute, as provided above, Purchaser shall be deemed to have agreed to the invoice amount.

6.3. Any overdue amount shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Without limiting any other remedies available to Supplier, Purchaser shall reimburse Supplier for its reasonable costs of collecting overdue amounts, including reasonable attorneys' fees, court costs, and collection-agency charges, with payments from Purchaser applied first to accrued interest and collection charges and then to the overdue amount.

6.4. If Purchaser fails to make any payment when due, fails to maintain required credit support, or otherwise defaults under these Terms or an applicable Sales Confirmation, Supplier may, without liability and in addition to its other remedies, suspend, withhold, defer, or cancel any shipment or other performance until all outstanding amounts are paid, required credit

support is provided, and/or the default is fully cured. Purchaser shall be responsible for Supplier's direct costs and expenses arising from a payment-related delay in shipment.

7. Taxes. Unless otherwise set forth in the Sales Confirmation or otherwise agreed by the parties in writing, Supplier and Purchaser will each be responsible for its own respective taxes as required under applicable law, including, but not limited to, all sales, use, revenue, gross receipts, income, excise, value added, and other national, federal, state, provincial, local, or foreign taxes.

8. Title. Notwithstanding the Selected Incoterm, but without shifting the risk of loss determined by the Selected Incoterm, title in all Products remains with Supplier until such time as full payment is made in cleared funds for all amounts owing by Purchaser for the Products. Until Purchaser has paid Supplier in full, (i) Supplier may retake, sell or dispose of the Products supplied and unpaid, which shall not affect any other rights Supplier may have in connection with Purchaser's failure to perform, (ii) Purchaser hereby grants to Supplier a security interest in each and every part of the Products (including any of Purchaser's products incorporating the Products) and any proceeds thereof, for any amounts owing by Purchaser to Supplier from time to time. Following a default, (i) Supplier may exercise all rights and remedies of a secured party under applicable law, and (ii) to the maximum extent permitted by law, Purchaser agrees to assemble the Products and make them available to Supplier at a place to be designated by Supplier.

9. Specifications; Nonconforming Products.

9.1. Specifications. The Products shall meet the Specifications set forth in the respective Sales Confirmation at the point of delivery.

9.2. Nonconforming Products. If any of the Products manufactured and sold by Supplier to Purchaser under these Terms have any material damage or defect, including the failure of the Products to meet the Specifications set forth in the respective Sales Confirmation ("Nonconforming Products"), whether discovered before or after Purchaser's acceptance of delivery of such Products, then Purchaser's sole and exclusive remedies, and Supplier's sole obligations, with respect to such Nonconforming Products shall be as follows:

9.2.1. Remedies for Nonconforming Products. With respect to Products that are Nonconforming Products, within ten (10) days after Supplier receives written notice from Purchaser of the nonconformity and accepts that it is responsible for the nonconformity, Supplier may elect, in its sole and absolute discretion, to repair, rework, or otherwise provide a remedy that is commercially reasonable, which is intended to materially preserve or realize the value of such Nonconforming Products. If, and only if, Supplier does not make such election, or having elected, does not complete such remedy in a commercially reasonable time and manner, then Purchaser's sole and exclusive remedy shall be, in Supplier's sole and absolute discretion, either (i) the replacement of such Nonconforming Products by Supplier, or (ii) a refund of the Price actually paid by Purchaser for such Nonconforming Products and any shipping and insurance costs actually paid by Purchaser to obtain such Nonconforming Products. Upon replacement of such Nonconforming Products or receipt of such refund, as applicable, Purchaser shall, at Supplier's direction, return or dispose of the affected Nonconforming Products. Purchaser shall accept the remedy set forth above in full satisfaction of Supplier's obligations with respect to the affected Nonconforming Products. Notwithstanding the foregoing, Supplier shall not be liable for any defect in, or damage to, Products (including that relating to the inappropriate storage, use or care of Products) or their packaging to the

extent Purchaser has done, or failed to do, anything that has caused or contributed to the claimed defect or damage, or if the claim relates to Products outside of their warranty period.

9.2.2. Inspection; Cooperation with Supplier. Upon receipt of Products, Purchaser shall inspect the Products for damage, defects, other nonconformities, or any purported shortfall in volume. Notwithstanding any provision in these Terms to the contrary, Supplier will have no liability with respect to any shortfall in volume (and Purchaser shall be deemed to have accepted the volume as correct), or any apparent damage, defect, or other nonconformity, unless Purchaser notifies Supplier in writing of the shortfall or nonconformity no later than thirty (30) days after delivery of the Products to Purchaser. With respect to any other nonconformity, Purchaser shall notify Supplier of any such nonconformity promptly after Purchaser discovers such nonconformity (but in no event later than five (5) days after the discovery of such nonconformity). Purchaser shall provide all assistance reasonably requested by Supplier to assess Purchaser's claim that Products are Nonconforming Products, including providing access to its premises and any analysis or results of tests conducted by Purchaser.

10. Representations and Warranties.

10.1. Representation and Warranty of Supplier. Supplier represents and warrants to Purchaser that, at the point of delivery, the Products comply with the Specifications. EXCEPT AS PROVIDED IN THIS SECTION 10.1, THERE ARE NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED CONCERNING THE PRODUCTS' QUALITY, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAWS, REGULATIONS, OR RULES OF ANY JURISDICTION, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Supplier may from time to time provide advice, recommendations and statements with respect to Products. However, Supplier does not warrant or guarantee the accuracy or completeness of that advice, recommendations or statements or the results obtained through the use of Products. SUPPLIER WILL NOT HAVE, AND EXPRESSLY DISCLAIMS, ANY LIABILITY FOR ANY DAMAGE TO PURCHASER FROM RELIANCE ON SUCH ADVICE, RECOMMENDATIONS OR STATEMENTS, WHICH SHALL BE AT PURCHASER'S OWN RISK. Any samples, descriptions, visual representations or details of Products provided to Purchaser (including through the Information Website or Bidding Website) are representative only and the actual Product supplied may differ.

10.2. Representations and Warranties of Purchaser. Purchaser represents and warrants to Supplier that neither Purchaser's agreement to these Terms nor the performance of Purchaser's obligations under these Terms shall cause Purchaser to violate any applicable laws, rules, regulations, or orders, or to violate any right of any third party.

11. Indemnification. Purchaser shall indemnify, defend and hold harmless Supplier and its affiliates and their respective owners, directors, managers, officers, employees, representatives, and agents (collectively, the "Supplier Parties", and each, a "Supplier Party"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Supplier Parties or any of them (collectively, "Losses"), to the extent arising out of or in connection with Purchaser's (i) breach of any obligation, representation or warranty of Purchaser in these Terms, (ii) handling, storage, use or sale of the Products or any products incorporating the Products, or (iii) negligence, gross negligence, willful misconduct, or violation of any law, regulation or rule. Purchaser's indemnification obligations in this Section 11 shall not

apply to the extent such Losses are the result of a Supplier Party's gross negligence or willful misconduct. Supplier shall provide Purchaser with written notice of any Losses for which any Supplier Party seeks indemnification hereunder and shall reasonably cooperate with Purchaser in defending against any Losses. Purchaser shall promptly take control of the defense of any action, using counsel of its choice at Purchaser's cost and expense; provided, however, Purchaser shall not settle any action in a manner which adversely affects any Supplier Party without Supplier's prior written consent. Supplier may participate in and observe any proceedings at its own cost and expense; provided, however, if Purchaser fails to promptly take control of the defense of any action, and such failure would materially prejudice a Supplier Party's rights, Supplier may, upon written notice to Purchaser, take control of such defense at Purchaser's cost and expense.

12. Product Recall. In the event that a recall, market withdrawal or recovery ("Recall") of Products is deemed necessary by Purchaser or Supplier in their commercially reasonable discretion, by a third party to whom Purchaser resells any Products or for whom Purchaser serves as a co-manufacturer (a "Third Party Buyer") in its commercially reasonable discretion (if applicable), or by any governmental authority, Purchaser and Supplier each agree that it shall promptly notify the other, assist the other in good faith in executing a recall strategy for the recalled Products, work with each other and applicable government agencies in good faith in monitoring the recall operation, and cooperate in preparing such reports as may be required. No press releases respecting the Recall shall be made by Purchaser, Supplier or a Third Party Buyer (if applicable) without Supplier's prior written approval. Except where contrary to legal requirements, Purchaser shall notify Supplier in advance of Purchaser making any notification to any government authority arising from or relating to any Products. Notwithstanding any other provision to the contrary in these Terms, subject to the limitation of liability set forth in Section 13 below, Purchaser and Supplier acknowledge and agree that Supplier shall be responsible for claims, losses, damages, liabilities, judgments, actions, suits, injuries, deaths, penalties, fines, interest, costs and expenses, arising out of, related to or resulting from a Recall only if (i) with respect to the Products subject to the Recall, Supplier has breached the representations and warranties set forth in these Terms (if any) to manufacture and process the Products in compliance with applicable food safety laws, (ii) the purpose of and/or need for the Recall was directly and solely caused by the Products, and (iii) the Recall was (a) ordered by an appropriate government agency, or (b) necessary to mitigate or avoid a situation in which it has been shown that consumption or use of the Product has led or would lead to bodily injury, sickness, disease or death physically manifesting itself within 365 days of such use or consumption; provided, however, any such responsibility of Supplier and/or obligation of Supplier to pay for any such claims, losses, damages, liabilities, judgments, actions, suits, injuries, deaths, penalties, fines, interest, costs and expenses, shall be eliminated or reduced to the extent (x) Purchaser or its past, present, or future direct or indirect corporate parents, subsidiaries or affiliates, or the officers, directors, employees, distributors, contractors, or agents of Purchaser or such entities have engaged in any act or omission (e.g., improper handling or storage of the Products) that contributed to, led to or otherwise resulted in, directly or indirectly, the Recall of the Products or a product, and/or (y) a Third Party Buyer or its past, present, or future direct or indirect corporate parents, subsidiaries or affiliates, or the officers, directors, employees, distributors, contractors, or agents of the Third Party Buyer or such entities have engaged in any act or omission (e.g., improper handling or storage of the Products) that contributed to, led to or otherwise resulted in, directly or indirectly, the Recall of the Products or a product (if applicable). Except as expressly provided in the immediately preceding sentence, notwithstanding any other provision to the contrary in these Terms, Purchaser will reimburse Supplier for all of Supplier's expenses relating to the Recall, including, but not limited to, freight, returns, disposal and attorneys' fees, and Purchaser shall defend, indemnify and hold harmless Supplier from and against any and all actions, claims, suits, losses, damages, obligations,

liabilities, judgments and/or expenses (including reasonable attorneys' fees and costs) of every kind and nature whatsoever that arise out of, relate to or result from a Recall that Supplier is not responsible for, or otherwise obligated to pay for, as provided for in this Section. For purposes of this Section, a "Recall" includes both voluntary and mandatory Recalls, and includes (i) any action by Purchaser, a Third Party Buyer (if applicable), or any government agency to recover title to or possession of any Products or any product sold or shipped, or (ii) any decision by Purchaser or a Third Party Buyer (if applicable) not to sell or ship any product to third parties, which would have been subject to a Recall, if sold or shipped, in each case taken in the good faith belief that such action was appropriate under the circumstances.

13. LIMITATION OF LIABILITY.

13.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT (I) UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS, IN CONNECTION WITH THE SUBJECT MATTER OF THESE TERMS, AND (II) SUPPLIER WILL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY CLAIM UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, UNLESS NOTICE OF THE CLAIM IS GIVEN IN WRITING TO SUPPLIER WITHIN THIRTY (30) DAYS OF PURCHASER FIRST BECOMING AWARE OF A CLAIM.

13.2. In addition, to the maximum extent permitted by law, notwithstanding any provision to the contrary in these Terms, (i) if Products are delayed in being shipped to Purchaser due to circumstances within Supplier's reasonable control, Supplier's maximum aggregate liability for any direct costs incurred by Purchaser as a direct result of such delay is limited to five percent (5%) of the invoice value of the shipment that is the subject of the delay, which is Purchaser's sole remedy in the event of delay, and (ii) with respect to any other claim by Purchaser against Supplier, whether made under any contract, strict liability, negligence or other legal or equitable theory that directly or indirectly arises out of or is in connection with these Terms or any Products, Supplier's maximum aggregate liability is limited to twenty percent (20%) of the relevant invoice value of the Products that are the subject of the claim.

13.3. Where Purchaser contends that damages or other losses arising from any third-party claim are Supplier's liability (and as a precondition to Supplier accepting any such liability), Purchaser irrevocably grants Supplier the sole control of the defense and all related settlement negotiations and other proceedings, and Purchaser shall assist and cooperate with Supplier as reasonably requested regarding any third-party claim in relation to Products. Purchaser agrees to notify Supplier as soon as practicable of any third-party claim for which it contends that Supplier is liable, but in no event later than thirty (30) days following Purchaser's initial receipt of notice of such a claim, or else Supplier shall not be liable for such claim.

14. Confidential Information.

14.1. Generally. Purchaser acknowledges and agrees that it possesses or may be provided access to proprietary or confidential information about Supplier (the "Confidential

Information"), whether such access or information is provided by Supplier or GDT, through the GDT Trading Platform or any associated websites, or otherwise. Confidential Information includes, without limitation, (i) information and business opportunities related to business, marketing, and financial information, (ii) financial projections and plans, (iii) business plans, models, sales, marketing and business strategies, forecasts, and opportunities, (iv) pricing and cost information, (v) information concerning current or targeted vendors, customers, clients, constituents, business participants and partners, (vi) business relationships and contacts, (vii) procurement requirements, (viii) sales and merchandising, (ix) business methods, (x) employee information, (xi) training methods and information, (xii) equipment, machinery, tooling, systems and apparatuses, (xiii) know-how, intellectual property rights, software programs, computer documentation, codes, encryption keys, processes, procedures, techniques, web site construction and operation, manuals and specifications, (xiv) trade secrets, (xv) scientific, technical, laboratory, experimental and research data, (xvi) improvements, designs, development and manufacturing information, and manufacturing techniques, and (xvii) proprietary or confidential information of any third party who may disclose such information to Supplier in the course of their operations, collaborations or business, including data or know-how of a third party to which Supplier is bound by a confidentiality, nondisclosure or similar agreement not to disclose. Purchaser will not, directly or indirectly, disclose, furnish, use or make available any Confidential Information (regardless of how Purchaser learned of it or who developed it) without Supplier's prior written approval. Purchaser acknowledges and agrees that all Confidential Information disclosed to or obtained by Purchaser shall remain Supplier's property.

14.2. Duty upon Request for Return of Confidential Information. Purchaser shall, upon request by Supplier, return to Supplier (or completely destroy with respect to electronically-maintained information that cannot be returned) all Confidential Information, all customer records of any sort, and all Supplier literature, supplies, letters, written or printed forms, diaries, phone lists, documents containing customer lists, customer information, product information, pricing information, information as to sources of products or services, financial information of Supplier, and/or memoranda pertaining to Supplier's business.

15. Termination.

15.1. Mutual Agreement. Any pending shipment or delivery of Products shall be terminated and/or cancelled immediately upon the mutual written agreement of the parties.

15.2. Termination for Breach. In the event either party engages in conduct that constitutes, or otherwise causes, a material breach of any of the Contract Documents, the non-breaching party shall provide the breaching party written notice of such material breach. Such notice shall state with specificity the material breach and the manner in which the non-breaching party desires the other party to remedy such breach. The breaching party shall have ten (10) days after receipt of such notice to cure the alleged breach. If the breach is not cured within this ten (10) day period, the breaching party shall be deemed to be in default and the non-breaching party may terminate and/or cancel any future or pending shipments or deliveries of Products immediately upon written notice to the breaching party.

15.3. Termination for Cause. Notwithstanding anything to the contrary contained in Section 15.2 above, any future or pending shipments or deliveries may be terminated and/or cancelled by either party for cause immediately, by written notice, if the other party (i) becomes insolvent, (ii) files for any form of bankruptcy, (iii) has a bankruptcy petition filed against it that is

not dismissed in its favor within sixty (60) days, (iv) makes any assignment for the benefit of creditors, or (v) ceases to conduct business.

15.4. Termination for Non-Payment. Notwithstanding anything to the contrary contained in Section 15.2 above, Supplier shall also be entitled to immediately suspend, terminate and/or cancel any future or pending shipments or deliveries, by written notice, in the event that Purchaser fails to timely pay any amounts owing to Supplier from time to time in connection with the sale or supply of the Products or otherwise.

15.5. Effect of Termination. Upon the termination and/or cancellation of any future or pending shipments or deliveries for any reason, and notwithstanding any other provision in these Terms to the contrary, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination, including obligations under any outstanding Sales Confirmations (other than those that have been terminated or cancelled, as permitted by this Section 15); provided, however, Supplier shall be entitled to cease any and all pending shipments and deliveries of Products immediately in the event of a termination under Section 15.3 or 15.4 above.

15.6. Acknowledgment of Termination. In the event of the termination and/or cancellation of any future or pending shipments or deliveries pursuant to Sections 15.2 through 15.4 above, the party receiving the notice of termination (the "Non-Terminating Party") shall acknowledge receipt of the notice of termination by confirming the same for the other party in writing. Such confirmation shall be signed by the President or a Vice-President of the Non-Terminating Party and be delivered by the Non-Terminating Party to the other party within three (3) business days of the Non-Terminating Party's receipt of the notice of termination. Notwithstanding anything to the contrary contained herein, the Non-Terminating Party's failure to confirm receipt of such notice of termination as provided herein shall not invalidate or negate, or otherwise have any bearing on, the effectiveness of the notice of termination.

16. Force Majeure. Fire, flood, epidemic, pandemic, governmental mandate, war, terrorist activity, labor strike, work stoppage, or any other cause beyond a party's reasonable control, which prevents such party from performing any obligation hereunder (each, a "Force Majeure Event"), shall suspend the affected party's obligation to perform hereunder for the period such Force Majeure Event prevents such party's performance; provided however, that any payment obligation may not be suspended due to a Force Majeure Event. The party suffering such event shall promptly notify the other party of the occurrence of any Force Majeure Event and the estimated period such Force Majeure Event will likely prevent such party's performance.

17. Miscellaneous.

17.1. Entire Agreement; Amendment. Except as otherwise expressly provided herein, these Terms supersede all prior agreements or understandings, written or oral, between the parties hereto, related to the same or similar subject matter, and incorporate the entire understanding of the parties with respect thereto. Supplier may amend these Terms at any time and the amended Terms will apply with respect to all Trading Events thereafter.

17.2. Assignment. Purchaser shall not be entitled to assign Purchaser's rights or obligations hereunder to any other party without the prior written consent of Supplier. Purchaser agrees that Supplier may freely assign these Terms without Purchaser's consent and hereby consents

to any future assignment, transfer or delegation of these Terms by Supplier. For purposes of this Section 17.2, an assignment shall include a change in a controlling ownership interest in Purchaser if Purchaser is an entity. These Terms shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

17.3. Notice. Except as otherwise expressly provided herein, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to these Terms shall be in writing, shall be signed by the party giving such notice and shall be sent by e-mail, electronic data interchange or regular mail to the other party at the address set forth below (which may be updated by either party from time to time by advanced written notice):

If to Supplier to:

Hilmar Cheese Company, Inc.
8901 N. Lander Ave.
Hilmar, CA 95324
Attention: Kyle Jensen, Vice President of
Global Sales and Marketing
E-mail: kjensen@hilmarcheese.com

If to Purchaser to:

Any address and/or e-mail address for Purchaser in Supplier's records.

All notices given as provided herein shall be effective upon delivery to the recipient.

17.4. Further Assurances. The parties to these Terms will promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and will do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under these Terms and to carry out the intent of the parties.

17.5. Waiver. Failure to insist upon strict compliance with any of the terms, covenants and conditions of these Terms shall not be deemed a waiver of any such term, covenant or condition. No waiver of any of the provisions of these Terms shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless contained in writing specifically referring to these Terms and executed by the party making the waiver. In addition, except as otherwise provided in these Terms, the exercise by any party of any remedy provided for in these Terms or at law or in equity shall not prevent the exercise by that party of any other remedy provided for in these Terms or at law or in equity.

17.6. Attorneys' Fees. If a party incurs any attorneys' fees or costs in connection with the enforcement of its rights hereunder or the obligations of the other party hereunder (whether or not in the context of any proceeding before any court or other governmental authority), the prevailing party (as determined by the court or arbitrator, as applicable) shall be entitled to recover from the other party all reasonable attorneys' fees and costs so incurred.

17.7. Governing Law; Venue; Severability. These Terms shall be construed and enforced in accordance with the laws in effect in the State of California. The parties hereto agree

that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to, and shall have no force or effect on, these Terms. Venue shall lie only in Merced County, California. If any provision of these Terms is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of these Terms will remain in effect.

17.8. Binding Dispute Resolution. The parties shall submit all disputes, claims or demands of any kind relating to or arising out of these Terms ("Controversy") to a three-step dispute resolution process. The three-step process shall occur as follows: (i) begin with informal negotiation conducted in good faith, (ii) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the Controversy cannot be resolved by mediation or if either party shall make written demand therefor, then (iii) the Controversy shall be submitted to binding arbitration, conducted by a single, neutral arbitrator, in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules and Procedures, except that the provisions of Section 1283.05 of the California Code of Civil Procedure shall be adopted and used with respect to the conduct of discovery prior to any such arbitration.

The arbitrator shall be selected by the following process: The JAMS office in San Francisco, California, shall provide the parties with a list of seven (7) arbitrators drawn from its panel of arbitrators within a reasonable period of time following its receipt of a request therefor from either party. If the parties cannot agree on an arbitrator from the list of seven (7) arbitrators within fifteen (15) days following receipt of such list, then the parties shall take turns alternately striking a name from the list until only one (1) name remains on the list. Purchaser shall strike the first name from the list. The last arbitrator whose name remains on the list shall be the arbitrator who conducts the arbitration.

The arbitration award, which may, at the arbitrator's discretion, include attorneys' fees and costs, and any damages or remedies otherwise available under law or at equity, shall be supported by written conclusions of law and fact. Application may be had by any party to any court of general jurisdiction for entry of judgment based on the arbitration award. The foregoing notwithstanding, either party may maintain, for the purpose of obtaining a provisional remedy or provisional relief, any underlying action or claim on which such affirmative relief may be based. The court, pending mediation or arbitration of claims, shall stay the prosecution of such party's underlying claims on which any provisional remedies or relief are based.

17.9. Authority. Each party hereby represents and warrants that (i) it is duly organized under the laws of its jurisdiction, is in good standing, and has the power to carry on its respective business, and (ii) these Terms and the transactions contemplated hereunder have been approved by all necessary action by such party.

17.10. Independent Contractors. The parties are independent contractors, and each is responsible for the expenses it incurs in connection with its activities relating to these Terms. Nothing contained herein shall be construed to imply a joint venture or principal and agent relationship between the parties, and neither party shall have any right, power or authority to create

any obligation, express or implied, on behalf of the other in connection with the performance hereunder.

17.11. Survival. Any and all provisions that would customarily be expected to survive the termination of these Terms or the termination, cancellation or fulfillment of any Sales Confirmation or any shipment, delivery or other transaction contemplated thereby, including, without limitation, Sections 6 through 14, 15.5 and 17, shall survive accordingly.

17.12. Headings. The headings used in these Terms are for convenience in locating provisions herein and shall not have any effect upon or be considered in the interpretation or meaning hereof.

17.13. Interpretation. The interpretation of the provisions of these Terms shall be consistent with the meanings and principles of the English language as used in the United States. Moreover, all dollar amounts referenced in these Terms or any Sales Confirmation shall be interpreted to mean United States dollars.

17.14. Clerical Errors. Clerical errors or omissions, whether in compilation or otherwise, in any information contained in these Terms, a Sales Confirmation, Bidder Contracting Information, invoices, GDT documentation, or other related documentation, are subject to correction by Supplier at its discretion.

17.15. Conflict. In the event of any conflict or inconsistency among these Terms, any Sales Confirmation, the GDT Trading Event Rules, and the Bidder Contracting Information, the following order of priority shall apply, with the first-listed document controlling over each document listed thereafter: (i) these Terms; (ii) the Sales Confirmation; (iii) the GDT Trading Event Rules; and (iv) the Bidder Contracting Information.