

The Mennel Milling Company – Vendor Terms and Conditions

These Terms and Conditions apply to all sales of Products to The Mennel Milling Company and its affiliates (“Mennel” or “Buyer”) as identified in an applicable Purchase Order, except for sales from vendors with whom Mennel has executed a separate master supply agreement. For vendors with a master supply agreement, the terms of that agreement shall exclusively govern the relationship:

1. **Definitions.** As used in these Terms and Conditions:

- a. “**Seller**” means the person or entity selling Products to Mennel
- b. “**Product**” means any goods, materials, or items supplied by Seller to Mennel.
- c. “**Recall**” means any action to recall, withdraw, or take similar action with respect to any Product, whether initiated by a governmental authority or by Seller.

2. **Acceptance & Controlling Terms.**

- a. Seller’s provision of Products constitutes unconditional acceptance of these Terms and Conditions.
- b. These terms supersede any conflicting or additional terms in any of Seller’s documents.

3. **Price and Payment.**

- a. The price for each Product is set forth in the applicable Purchase Order.
- b. Seller shall invoice Buyer upon delivery. Invoices are due on a net sixty (60) day payment term from receipt.
- c. Invoices must contain the Purchase Order number, quantity, unit prices, and other details as required by Buyer.

4. **Shipping & Delivery.**

- a. Time is of the essence. Seller agrees to ship all material via the specified mode, carrier, and routing.
- b. Seller bears the risk of loss until the Product is delivered to and accepted by Buyer.
- c. All deliveries must be on clean, food-grade pallets and in clean containers. Buyer may reject shipments that fail to meet these standards.

5. **Compliance and Facility Access.**

- a. Seller and its personnel must comply with all applicable laws and Buyer’s facility rules, including all food safety and site access policies.
- b. Seller must comply with Buyer’s Vendor Code of Conduct and all anti-corruption laws, including the FCPA.
- c. Buyer reserves the right to audit Seller’s records and facilities to verify compliance.

6. **Warranties.**

- a. Seller warrants that all Products shall:
 - i. Strictly conform to the specifications, documentation, and all other data and information provided by Seller within Buyer’s supplier management system (currently TraceGains), and that all such data and information is and will remain true, accurate, and complete;
 - ii. Comply with all applicable federal, state, and local food safety laws, including the Food, Drug, and Cosmetic Act and the Food Safety Modernization Act; and
 - iii. Be of good quality, fit for human consumption, and free of contaminants.
- b. Buyer reserves the right to inspect and reject any nonconforming Product. Seller shall be responsible for the total cost incurred by Buyer due to such nonconformance, including but not limited to, costs of inspection, sorting, testing, transportation, removal, rework, additional labor, production downtime, and disposal of the nonconforming Product.

7. **Recalls.**

- a. Seller must maintain a written recall plan and immediately notify Buyer of any Recall.
- b. Seller shall bear all costs associated with a Recall, including product destruction, lost sales, and third-party claims, and shall indemnify Buyer for all losses incurred.

8. **Indemnification.**

- a. Seller shall indemnify, defend, and hold harmless Buyer from all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, arising from or related to the Products, including bodily injury, property damage, intellectual property infringement, or any breach of these terms.

9. **Insurance.** Seller shall maintain adequate insurance coverage, including commercial general liability, product liability, and property insurance, with limits sufficient to cover its obligations under these Terms and Conditions.

10. **Confidentiality.** Seller shall keep confidential all information related to transactions with Mennel, including pricing, specifications, and order details, and shall use such information only to perform under the applicable Purchase Order and these Terms and Conditions.

11. **Consequential Damages; Limitation of Liability.** In no event will Mennel or Mennel Parties be liable to Seller for indirect, incidental, exemplary, or consequential damages. The term “consequential damages” shall mean loss of anticipated profits, loss of use, loss of revenue, loss of income and damages not reasonably foreseeable. Mennel’s total liability for all claims shall not exceed the purchase price of the Products giving rise to the claim.

12. **Compliance with Laws.** Seller shall comply with all applicable laws, regulations, and standards relating to the sale, storage, handling, transportation, and use of Products.

13. **OFAC; Anti-Corruption Compliance.** Seller represents and warrants that it is not and will not be: (i) a person or entity targeted by U.S. or international sanctions, (ii) owned or controlled by sanctioned persons, or (iii) operating in sanctioned territories. Buyer shall not make any payment or transfer of value, directly or indirectly, to government officials, political parties, their intermediaries, or any person for corrupt business purposes or in violation of applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.

14. **General Provisions.**

- a. *Governing Law & Jurisdiction.* Ohio law governs these terms. All disputes shall be resolved exclusively in the state or federal courts located in or nearest to Hancock County, Ohio
- b. *Termination.* Buyer may terminate this relationship with 30 days’ written notice or immediately for cause if Seller breaches these terms.
- c. *Entire Agreement.* These terms, along with the applicable Purchase Order, constitute the entire agreement between the parties.: