

Texture Innovation Center
10552 Philadelphia Road | White Marsh, MD 21162 USA
(800) 899-3953 | (410) 273-7300 | (410) 335-4935 Fax
Operations
4609 Richlynn Drive | Belcamp, MD 21017 USA
(800) 221-3953 | (410) 273-7300 | (410) 273-0289 Fax
ticgums.com



TERMS AND CONDITIONS OF PURCHASE

TIC GUMS, INC. ("TIC") only agrees to purchase materials or equipment subject to these terms and conditions. All such TIC purchases are expressly conditional on assent to these terms and conditions by the seller, which may only be modified in writing by the parties. By accepting or filling any purchase order from TIC, the seller agrees as follows:

1. Purchase Orders and Cancellation.

TIC shall place all purchase orders in writing by email, facsimile or mail. Each purchase order will specify the materials or equipment to be delivered, quantities, prices (inclusive of freight charges, taxes, duties or other government charges that may apply), required delivery date, payment terms, shipping terms and other trade terms applicable to the order. Delivery of materials or equipment without written objection to any provision contained in the applicable purchase order or these terms and conditions is acceptance of the purchase order and these terms and conditions, unless otherwise expressly agreed by the parties. TIC reserves the right to inspect all materials or equipment delivered under any purchase order and reject such materials or equipment that do not conform to the purchase order or other specifications that may be agreed upon by the parties. TIC reserves the right to cancel any purchase order at any time prior to shipment, except that TIC shall provide 30 days' notice of cancellation of any order for custom goods.

2. Packaging and Handling.

The seller shall package and handle any materials or equipment ordered by TIC to protect the against loss or damage in accordance with good commercial practice. Materials will be packaged in appropriate containers in a manner to preserve product integrity and safety during normal shipping and storage conditions, and in accordance with the Customs-Trade Partnership Against Terrorism administered by the U.S. Customs and Border Protection (CT-PAT). Food-grade packaging is required for food-grade materials. The minimum number of lots of material will be utilized to fill any purchase order. For food-grade materials, at least 75% of the shelf life must remain at the time of delivery to TIC. All materials and equipment must conform to the specifications agreed upon by the parties and be compliant with any applicable government regulations. Seller is liable for any loss or damage due to its failure to package or handle materials or equipment ordered by TIC in the proper and lawful manner. With each shipment, the seller shall include, in paper or electronic form, a packing list that contains the applicable purchase order number, materials or equipment delivered, quantities and documents indicating conformance to any specifications agreed upon by the parties, including a statement attesting to the country of origin of the materials.

3. Delivery and Remedies for Failure.

Time is of the essence with respect to all required delivery dates unless otherwise agreed by the parties. The seller shall notify TIC immediately in the event that it becomes aware of any potential delay or failure to deliver under full or partial orders of materials or equipment to TIC by the date agreed upon. The seller shall maintain adequate inventory to timely fill foreseeable orders from TIC. TIC reserves the right to cancel any order by reason of prospective late delivery or delivery failure and take action to cover by procuring substitute materials or equipment from another vendor, or hiring a substitute carrier. The seller will be liable for any damages, including indirect and consequential damages, resulting from late delivery or delivery failure caused by the seller, including delivery of materials or equipment rightfully rejected under Section 1, but will

not be liable for any such damages resulting from a contingency, the non-occurrence of which was a basic assumption on which delivery was scheduled, or by operation of law. TIC is not obligated to accept early deliveries, but may do so if practicable at the seller's expense, if any.

4. Warranties.

All food-grade materials sold to TIC must meet all applicable requirements of the Food Chemicals Codex. In connection with any sale of goods to TIC, the seller shall comply with all laws and regulations. The seller warrants that any raw materials to be used in the manufacture of TIC products will be suitable for food use when delivered. The seller warrants that no goods delivered to TIC will be adulterated or misbranded within the meaning of the United States Federal Food, Drug and Cosmetic Act, Title 21 U.S.C § 301 et seq. All goods sold to TIC must conform to any purchasing specification provided by TIC and be accompanied by a certificate of analysis demonstrating conformance, including reference to any analytical methods used to generate the certificate. The seller warrants that any goods delivered to TIC will be compliant with the standards promulgated under the Occupational Health and Safety Act of 1970, 29 U.S.C § 651 et seq. The seller is liable for any nonconformities to specification or these terms and conditions, other than those not caused by the seller, or its hired carrier if it has assumed the responsibility of carriage of the goods under the applicable purchase order. The seller shall supply only materials or equipment that are free and clear of any claim against title or other nonparty right. ***THE SELLER WARRANTS THAT ALL MATERIALS OR EQUIPMENT DELIVERED TO TIC ARE MERCHANTABLE AND, IN THE CASE OF FOOD-GRADE MATERIALS, FIT FOR HUMAN CONSUMPTION.***

5. Quality Control.

If supplying materials to be incorporated into TIC products, the seller shall maintain objective quality, food safety and food security programs that comply with current U.S. standards applicable to the goods specified by TIC in the order or otherwise in writing. Upon request, the seller shall provide TIC with a copy of its quality, food safety or food security program and supporting documentation. Any seller of material to be incorporated into any TIC product hereby agrees to permit TIC employees or contractors to conduct an on-site inspection or audit of its facilities upon reasonable notice. Any seller of material to be incorporated into any TIC product shall promptly notify TIC of any proposed change to its manufacturing process or location and shall not deliver any materials after any such change is implemented to TIC prior to notification from TIC that the change is acceptable. Any changes related to product quality, the presence of allergens or material derived from genetically modified organisms, Kosher or Halal status, regulatory status, label information or packaging materials or methods must be communicated to TIC and approved prior to delivering any product subject to such any such change.

6. Indemnification and Insurance.

The seller agrees to defend and indemnify TIC and its affiliates against all losses and liabilities arising out of its sale of materials or equipment to TIC or seller's obligations under these terms and conditions. The seller shall promptly notify TIC of any allegation or claim that any material delivered by the seller to TIC fails to conform to any of these terms and conditions. The seller agrees to maintain primary and noncontributory product liability insurance with a combined single limit of no less than of \$2,000,000.00 USD per occurrence of bodily injury or property damage, and to provide TIC with a certificate of such insurance naming TIC Gums, Inc. and its affiliates as additional insureds under the coverage and containing a broad form vendors endorsement requiring no less than 30 days' notice to additional insureds of any material change to the coverage.

7. Confidential Information. The manufacturing processes and formulations of TIC products are confidential and proprietary to TIC, as are the sources of raw materials used in their production. The identity of TIC's customers are also confidential and proprietary. The seller shall not use any of the aforementioned information, if furnished by TIC to the seller, for any reason other than meeting its obligations under these terms and conditions or complying with the law. The seller shall take appropriate measures to keep any such information confidential and limit disclosure to those of its employees who need to know it to facilitate the seller's meeting of its obligations to TIC, and shall promptly return or destroy any such information upon request by TIC.

8. Supply Chain; Trade Programs.

The seller shall furnish or update TIC with any information requested for the purpose of improving supply chain transparency or participating in voluntary trade programs designed to facilitate international transactions. At a minimum, the seller shall comply with CT-PAT.

9. Commercial Invoices.

The seller shall issue a commercial invoice for each sale made to TIC containing the purchase order number, date, name and address of the shipper, name and address of the seller (if different from the shipper), name and address of the consignee, name and address of the buyer (if different from the consignee), a detailed description of the goods sold, TIC part numbers, manufacturing lot numbers, packaging units, total number of packages, total bag weight, country of origin, quantities in the weight and measure of the country to which the goods are shipped, unit price of each good, total invoice value, currency of the invoice, invoice type, and appropriate Incoterm[®] (2010). The invoice must be issued in the language required by the country to which the goods are shipped.

10. Nonsolicitation.

The seller shall not, directly or indirectly, during the course of any business dealings with TIC and for a period of two years from the date of the last payment made to seller by TIC for goods or services or the date of latest contact with TIC, whichever is later, attempt to directly or indirectly solicit any employee of TIC to leave the employ of TIC.

11. Miscellaneous.

Failure or delay of either party to exercise any right under this agreement is not a waiver of that right. These terms and conditions are severable, and if any are held invalid or unenforceable by an authority of competent jurisdiction, the remaining terms and conditions will remain valid and enforceable to the extent permitted by law. The seller shall not assign any purchase order or supply contract with TIC to any other person or entity, including any seller affiliate or successor in interest, without the written approval of TIC. Any adversarial proceeding arising under these terms and conditions is governed by the laws of the State of Maryland, USA without respect to its conflicts of law principles and shall be adjudicated exclusively within a state or federal court within the State of Maryland, USA.

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