

APPENDIX A

TERMS AND CONDITIONS

1. Applicability. The terms and conditions contained within the Agreement are the only terms that govern the sale of the goods ("**Goods**") from SaltWorks® to Customer. The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Agreement prevails over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Agreement or the terms and conditions herein.

2. Orders.

- a. All orders must be placed in writing directly with a sales representative of SaltWorks®. No order is final until a written order confirmation has been delivered to the Customer. After order confirmation, requests to cancel or change orders must be submitted in writing to SaltWorks®.
- b. All orders for Goods for which the Customer requests specific requirements (e.g., container type, pallet type, bag type, labeling information or shipping documentation) or that otherwise require custom arrangements by SaltWorks® (each, a "**Custom Request**"), shall require full and non-refundable payment of the complete price of such Goods at the time the Custom Request is placed. The purchase price will not be returned to Customer under any circumstance other than complete failure to deliver Goods or in the event of SaltWorks®' gross negligence or willful misconduct. Custom Requests are subject to additional costs and extended lead/delivery times.
- c. All requests for changes to or cancellation of orders under this Section 2 are reviewed for approval by SaltWorks®, in its sole discretion, before processing and are subject to payment from Customer to SaltWorks® of restocking and overhead costs, as well as any and all other costs and/or expenses incurred by SaltWorks® from such cancellation or change.

3. Delivery.

- a. Goods will be delivered within a reasonable time after acceptance of Customer's order and mutual execution of the Agreement, subject to availability of Goods and Force Majeure Events. SaltWorks® shall not be liable for any delays, loss, or damage in transit. Customer acknowledges and agrees that delivery date and order lead time is dependent on Customer's location, the closest shipping port, and Customer's proximity to such port.
- b. Unless otherwise agreed in writing by the Parties, SaltWorks® shall deliver the Goods to the Delivery Location using SaltWorks®' standard methods for packaging and shipping such Goods. Unless otherwise agreed upon by the Parties or specified by SaltWorks®, a logistics/trucking company will arrange delivery directly with Customer, and typically will offer a 1-2 business day window prior to the last free day ("**LFD**") to deliver to Customer's location. If Customer is unable to receive the shipment within the given window prior to the LFD, Customer will be responsible for any additional storage charges that are incurred (i.e., per diem, detention and/or demurrage). SaltWorks® will use commercially reasonable efforts to keep in communication with Customer on the transit timeline from overseas to the port of arrival so Customer will be aware of the status of the Goods in transit and can plan for delivery accordingly. For purposes of the Agreement, "LFD" means the last day of a period of free storage time in which cargo can be picked up without paying demurrage.

- c. SaltWorks® may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's order.
- d. If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to SaltWorks® notice that the Goods have been delivered at the Delivery Location, or if SaltWorks® is unable to deliver the Goods at the Delivery Location on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) SaltWorks®, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).
- e. Upon written request from Customer, SaltWorks® will deliver, via electronic mail (email), an invoice and certificate of analysis (COA) to Customer, when available. Proof of delivery and other documentation may be available for delivery to Customer, upon prior written request. Customer agrees and acknowledges that Customer shall not receive a Bill-of-Lading.

4. Return of Empty Shipping Containers. In the event that the shipping container(s) containing Customer's Goods ("**Container(s)**") remains at the Delivery Location following delivery of the Goods at the request of Customer, Customer shall be responsible for, and SaltWorks® shall have no liability for, all fees, deposits, charges, or any other costs associated with possession of the Container(s) beyond the delivery date ("**Container Fees**"), and shall arrange for the return of the Container(s) to the owner of the Container(s), as and when required by such owner. If Customer fails to return, or to facilitate the return, of any Container as and when required by such Container's owner, SaltWorks® may, at its option, perform such duty on Customer's behalf, and the costs and expenses of any such performance by SaltWorks® shall be immediately due and payable by Customer upon receipt from SaltWorks® of the reimbursement amount required. Customer shall indemnify, defend (using legal counsel reasonably acceptable to SaltWorks®) and save SaltWorks® harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including SaltWorks®' reasonable attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any (i) failure to pay any Container Fees, (ii) failure to return, or to facilitate the return, of any Container as and when required by such Container's owner, or from (iii) Customer's handling, use, storage or disposal of any Container.

5. Non-Delivery.

- a. SaltWorks® shall not be liable for any non-delivery of Goods (even if caused by SaltWorks® negligence) unless Customer gives written notice to SaltWorks® of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.
- b. Any liability of SaltWorks® for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

6. Title and Risk of Loss. Title and risk of loss pass to Customer upon delivery of the Goods at the Delivery Location. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to SaltWorks® a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code. Saltworks® shall have the right to perfect its security interest by filing a UCC-1.

7. Inspection and Rejection of Nonconforming Goods.

- a. Customer shall inspect the Goods within forty-eight (48) hours of delivery to the Delivery Location ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies SaltWorks® in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by SaltWorks®. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Customer's order; or (ii) product's label or packaging incorrectly identifies its contents.
- b. If Customer timely notifies SaltWorks® of any Nonconforming Goods, SaltWorks® shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to SaltWorks®' facility. If SaltWorks® exercises its option to replace Nonconforming Goods, SaltWorks® shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Location.
- c. Customer acknowledges and agrees that the remedies set forth in Section 7(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to SaltWorks®.

8. Price.

- a. Customer shall purchase the Goods from SaltWorks® at the price(s) (the "**Price(s)**") set forth in SaltWorks®' published price list in force as of the date that SaltWorks® accepts Customer's order. If the Price should be increased by SaltWorks® before delivery of the Goods to a carrier for shipment to Customer, then these Terms shall be construed as if the increased price were originally inserted herein, and Customer shall be billed by SaltWorks® on the basis of such increased price.
- b. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, SaltWorks®' income, revenues, gross receipts, personnel, or real or personal property or other assets.

9. Payment Terms.

- a. Except for Custom Requests, Payment will be due upon delivery at the Delivery Location. Customer shall pay all invoiced amounts due to SaltWorks® within three (3) business days from the date of SaltWorks®' invoice. Customer shall make all payments hereunder by wire transfer and in US Dollars.
- b. Customer shall pay interest on all late payments at the lesser of the annual rate of eighteen percent (18%) or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse SaltWorks® for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Agreement or at law (which SaltWorks® does not waive by the exercise of any rights hereunder), SaltWorks® shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

- c. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with SaltWorks®, whether relating to SaltWorks®' breach, bankruptcy, or otherwise.

10. SaltWorks® Compliance with Law. SaltWorks® represents and warrants to Customer that it has complied, and will continue during the performance of this order to comply, with the applicable provisions of federal, state, and local laws and regulations from which liability may accrue to Customer, including, but not limited to, Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, including the Food Additives Amendment of 1958 and the Food Allergen Labeling and Consumer Protection Act of 2004; the Federal Insecticide, Fungicide, and Rodenticide Act; the Fair Packaging and Labeling Act; the Poison Prevention Packaging Act of 1970; the HACCP food safety systems requirements of the USDA/FSIS; the provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; the registration requirements of the Food Safety Modernization Act (FSMA); the country-of-origin labeling provisions of the Farm Security and Rural Investment Act of 2002 as amended, for any violations thereof.

11. Limitation of Liability.

- a. IN NO EVENT SHALL SALTWORKS® BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SALTWORKS® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. EXCEPT IN THE EVENT OF SALTWORKS®' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SALTWORKS®' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SALTWORKS® FOR THE GOODS SOLD HEREUNDER.

12. Customer Compliance with Law. Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. As applicable, Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. SaltWorks® may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. Termination. In addition to any remedies that may be provided under the Agreement, SaltWorks® may terminate the Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under the Agreement, and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Customer to make payments to SaltWorks® hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other

civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. Waiver. No waiver by SaltWorks® of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by SaltWorks®. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of SaltWorks®, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by SaltWorks® to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other forms of media, and whether or not marked, designated or otherwise identified as “confidential” in connection with the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by SaltWorks® in writing. Upon SaltWorks®’ request, Customer shall promptly return all documents and other materials received from SaltWorks®. SaltWorks® shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

17. Amendment; Modification. The terms contained within the Agreement may only be amended or modified in writing which specifically states that it amends such terms and is signed by an authorized representative of each Party.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of SaltWorks®. Any purported assignment or delegation in violation of this Section 18 is null and void. No assignment or delegation relieves Customer of any of its obligations under the Agreement.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other forms of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms contained herein.

21. Governing Law; Jurisdiction. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Washington, in each case located in the City of Seattle and County of King. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth above or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic mail (email), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement, including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction/Arbitration, and Survival.

25. Attorneys’ Fees. In any action which SaltWorks® or Customer brings to enforce its respective rights under the Agreement, the unsuccessful Party shall pay all costs incurred by the prevailing Party including reasonable attorneys’ fees, to be fixed by the court, and said costs and attorneys’ fees and court costs shall be a part of the judgment in said action.