

PURCHASING TERMS AND CONDITIONS

This purchase order ("Order") shall become a binding agreement (the "Contract"), upon the terms and conditions set forth on the front and back hereof, between Wakefern Food Corp. ("Wakefern") and Seller only upon: (1) delivery by Seller of all or any part of the goods covered by this Order (the "Goods") or (2) receipt by Wakefern of a written acceptance from Seller. This Contract shall constitute the entire agreement between the parties hereto and shall supersede any and all prior oral or written contracts between the parties hereto relating to the subject matter hereof. Any terms or conditions of Seller's invoices, billing statements, acknowledgement forms or similar documents which are inconsistent with or in addition to the terms and conditions contained in this Order shall be of no force and effect and are hereby objected to, unless Seller's document is signed by a duly authorized representative of Wakefern. No conduct, act, failure to act, silence, oral agreement or other understanding on the part of Wakefern, including without limitation Wakefern's acceptance of the Goods, shall in any way modify or change this Order or the terms thereof, or be construed as an acceptance by Wakefern of any additional or inconsistent provisions of Seller's sales confirmation or similar document, unless agreed to in writing signed by a duly authorized representative of Wakefern.

1. The vendor identified on the face hereof ("Vendor") warrants that any goods or services provided pursuant hereto shall be free from all defects of material or workmanship and shall strictly conform to any statements, as to quality, quantity, contents and otherwise, appearing thereon or on the containers thereof and to any descriptions or drawings thereof or specifications therefor on the face hereof, attached hereto or otherwise specified in connection herewith and that such goods and services, their packaging, manufacture and delivery shall comply with the requirements of all governmental bodies and agencies having jurisdiction thereof and shall not constitute unfair competition or a violation or infringement of any rights under any patent, copyrights or trademark and that the title to such goods and any property resulting from such services shall be free and clear to Wakefern Food Corp. ("buyer") and not subject to any liens or encumbrance. This warranty and any guarantees or warranties of services by vendor or its suppliers shall be for the benefit of buyer and its customers and shall survive delivery and inspection by buyer.

2. Unless routing or method of shipment is specified, vendor shall ship the cheapest way depending on weight and classification of item, otherwise buyer may take credit against the price of the goods for any excess transportation charges, to the extent it is required to pay same.

3. Delivery shall be at the time, which is the essence hereof, and place specified on the face hereof. If delivery or completion is not made when specified, buyer may cancel the order without liability and may also purchase elsewhere and hold vendor accountable therefor. However, if buyer accepts late delivery it may, without waiver of its rights against vendor for such late

delivery or breach hereof, delay payment for the goods delivered for as many days as delivery was late.

4. Notwithstanding prior payment, buyer may inspect goods, on delivery, or services, on completion and may reject the same if not conforming. If buyer returns non-conforming or over shipped goods, vendor will pay all transportation and handling charges for the delivery and return of such goods.

5. Vendor, at its own expense will indemnify, hold harmless and defend buyer and its officers, employees, agents and customers, and their respective heirs, executors, administrators, successors and assigns, and each of them, from and against all claims, liabilities and expenses, including reasonable attorneys' fees, arising or alleged to arise from any breach hereof or in connection with any goods or services provided hereunder, or the manufacture, delivery or use of the same, (except to the extent caused solely by buyer) including without limitation, claims, liabilities and expenses due to death, personal injury, property damages, patent, trademark or copyright infringement, unfair competition, failure to comply with the requirements of governmental bodies and agencies or liens on or in connection with such goods or services.

6. In connection with performance hereunder, vendor will maintain with insurance companies, licensed to do business in the State of New Jersey, (a) Single limit Comprehensive General Liability Insurance, in the amount of \$5,000,000 covering Bodily Injury and Property Damage liability with evidence of coverage for Products Liability, Contractual Liability for this specific contract and a Vendor's Endorsement naming buyer, ShopRite members and ShopRite Supermarkets, Inc. as Additional Insureds. (b) If vendor has access to the premises of buyer and/or any of its affiliates, Automobile Liability Insurance with limits of \$500,000 each person and \$1,000,000 each occurrence Bodily Injury and \$100,000 Property Damage Liability plus Workmen's Compensation insurance, as required by law are to be provided. (c) In addition to the above, if vendor assumes control or possession of all or any part of the property of buyer, All Risk Property Damage, naming buyer as property owner, in the full replacement cost of such property and evidence of Completed Operations insurance in lieu of Products Liability and Vendor's endorsement under vendor's Comprehensive General Liability insurance policy are to be provided All such policies shall provide that they may not be cancelled, or coverages materially changed, without ten days prior written notice to buyer. Vendor will provide buyer with the required insurance policies or certificate(s) prior to start of Vendors operations and/or performance of contract.

7. Vendor may not subcontract any undertaking hereunder without prior written consent of buyer and the written agreement of the subcontractor to make the warranties, provide the indemnification and maintain the insurance required by paragraphs 1, 5 and 6 hereof and no assignment of vendor's rights hereunder will be binding on buyer unless it has given its written consent thereto.

8. Vendor shall complete all services performed at the premises of buyer promptly and in accordance with the requirements of governmental bodies and agencies having jurisdiction and

the Rules of the National Board of Fire Underwriters and shall not permit the performance of such services or the providing of goods in connection therewith to create any lien or encumbrance on such premises or goods. If it obtains possession or control of all or any part of the property of buyer, vendor shall be responsible for the risk or loss to or injuries from such property during the period of such possession or control.

9. Shipments must equal exact amounts ordered unless otherwise specified by buyer.

10. Unless otherwise stated, the price indicated on the face hereof shall be F.O.B. delivery point. Any payments for goods or services delivered hereunder are expressly subject to deduction by buyer for any set offs or counterclaims it may have against vendor, however, and whenever arising.

11. This purchase order shall be accepted by vendor's execution on the face hereof, its failure to object hereto in writing to buyer within five days after the receipt hereof or its performance hereunder; and as accepted, this purchase order shall constitute a contract governed by the laws of the State of New Jersey.

12. The terms hereof may not be altered in any way except in a writing executed by buyer; provided, however, the purchase price as stated on the face hereof shall not be increased, for extra work or otherwise, except by a supplemental purchase order issued by buyer.

13. If vendor becomes or is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act or files a petition under any section of the bankruptcy act or if a receiver is appointed for all or any part of its property, buyer may cancel this contract without payment of damages or consideration of any sort; provided, however, that in the event of such cancellation, buyer will pay, on a pro rata basis, for that portion of the contract which has been performed.

14. Buyer's failure to enforce any right or resort to any remedy on default by vendor shall not work a waiver of, or prevent, limit or restrict by estoppel or otherwise subsequent enforcement of such rights or remedies or any other rights or remedies which may be available to it and shall not constitute a waiver of such default.

15. Buyer shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs, and delivery schedules (postponements only). Vendor shall immediately notify buyer of any increases or decreases in costs caused by such changes and a equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

16. Any specifications, drawings, notes, instructions, engineering, notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, vendor shall refer to buyer for decision or instructions or for interpretation.

17. Buyer shall at all times have title to all drawings and specifications furnished by buyer to vendor and intended for use in connection with this Purchase Order. Vendor shall use such

drawings and specifications only in connection with this Purchase Order, and shall not disclose such drawings and specifications to any person, firm, or corporation other than the buyer's or vendor's employees, subcontractors, or government inspectors. Vendor shall, upon the buyer's request or upon completion of this Purchase Order, promptly return all drawings and specifications to the buyer.

18. Buyer shall not be bound by any assignment of vendor's rights hereunder.

19. The provisions hereof shall bind and benefit the successors and assigns of vendor and buyer.

20. In the event buyer, in its sole discretion, determines that any product furnished it by vendor hereunder is or may be defective or harmful to the users or consumers of the same, buyer or its members in addition to exercising any rights or obligations provided by law may recall such product from its stores and notify, through appropriated means, including, without limitation, press releases, newspaper advertisements, radio and television announcements, purchasers of such product from buyer or its members, of the possible defective condition or dangerous effect of such product and vendor hereby releases buyer from any and all claims it may have against buyer or its members by reason of taking any of the aforesaid actions even though the product involved is ultimately proven to be without defect and not dangerous or harmful.

21. When the face of this purchase order calls for goods bearing Wakefern Food Corp. trademarks (private label); this order is being submitted, and all merchandise shall be furnished and accepted; in accordance with the terms and provisions of the Vendor Agreement, which are expressly incorporated by reference.

ENGINEERING TERMS AND CONDITIONS

This purchase order ("Order") shall become a binding agreement (the "Contract"), upon the terms and conditions set forth on the front and back hereof, between Wakefern Food Corp. ("Wakefern") and Seller only upon; (1) delivery by Seller of all or any part of the goods covered by this Order (the "Goods") or (2) receipt by Wakefern of a written acceptance from Seller. This Contract shall constitute the entire agreement between the parties hereto and shall supersede any and all prior oral or written contracts between the parties hereto relating to the subject matter hereof. Any terms or conditions of Seller's invoices, billing statements, acknowledgement forms or similar documents which are inconsistent with or in addition to the terms and conditions contained in this Order shall be of no force and effect and are hereby objected to, unless Seller's document is signed by a duly authorized representative of Wakefern. No conduct, act, failure to act, silence, oral agreement or other understanding on the part of Wakefern, including without limitation Wakefern's acceptance of the Goods, shall in any way modify or change this Order or the terms thereof, or be construed as an acceptance by Wakefern of any additional or inconsistent provisions of Seller's sales confirmation or similar document, unless agreed to in a writing signed by a duly authorized representative of Wakefern.

1. The vendor identified on the face hereof ("Vendor") warrants that any goods or services provided pursuant hereto shall be free from all defects of material or workmanship and shall strictly conform to any statements, as to quality, quantify, contents and otherwise, appearing thereon or on the containers thereof and to any descriptions or drawings thereof or specifications therefore on the face hereof, attached hereto or otherwise specified in connection herewith and that such goods and services, their packaging, manufacture and delivery shall comply with the requirements of all governmental bodies and agencies having jurisdiction thereof and shall not constitute unfair competition or a violation or infringement of any rights under any patent, copyrights or trademark and that the title to such goods and any property resulting from such services shall be free and clear to Wakefern Food Corp. ("buyer") and not subject to any liens or encumbrance. This warranty and any guarantees or warranties of services by vendor or its suppliers shall be for the benefit of buyer and its customers and shall survive delivery and inspection by buyer.

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delivery or breach hereof, delay payment for the goods delivered for as many days as delivery was late.

4. Notwithstanding prior payment, buyer may inspect goods, on delivery, or services, on completion, and may reject the same if not conforming. If buyer returns non-conforming or overshipped goods, vendor will pay all transportation and handling charges for the delivery and return of such goods.

5. Vendor, at its own expense, will indemnify, hold harmless and defend buyer and its officers, employees, agents and customers, and their respective heirs, executors, administrators, successors and assigns, and each of them, from and against all claims, liabilities and expenses, including reasonable attorneys' fees, arising or alleged to arise from any breach hereof of in connections with any goods or services provided hereunder, or the manufacture, delivery or use of the same, (except to the extent caused solely by buyer) including without limitation, claims, liabilities and expenses due to death, personal injury, property damages, patent, trademark or copyright infringement, unfair competition, failure to comply with the requirements of governmental bodies and agencies or liens on or in connection with such goods or services.

6. In connection with performance hereunder, vendor will maintain with insurance companies, licensed to do business in the State of New Jersey, (a) Single limit Comprehensive General Liability Insurance in the amount of \$5,000,000 covering Bodily Injury and Property Damage liability with evidence of coverage for Products Liability, Contractual Liability for this specific contract and a Vendor's Endorsement naming buyer, ShopRite members and ShopRite Supermarkets, Inc. , as Additional Insureds. (b) If vendor has access to the premises of buyer and/or any of its affiliates, Automobile Liability insurance with limits of \$500,000 each person and \$1,000,000 each occurrence Bodily Injury and \$100,000 Property Damage Liability plus Workmen's Compensation Insurance, as required by law are to be provided. (c) In addition to the above, if vendor assumes control or possession of all or any part of the property of buyer, All Risk Property Damage naming buyer as property owner, in the full replacement cost of such property and evidence of Completed Operations insurance in lieu of Products Liability and Vendor's endorsement under vendor's Comprehensive General Liability insurance policy are to be provided. All such policies shall provide that they may not be cancelled, or coverages materially changed, without ten days prior written notice to buyer. Vendor will provide buyer with the required insurance policies or certificate(s) prior to start of Vendors operations and/or performance of contract.

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