

## GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABILITY.** Any purchase by Ocean Spray Cranberries, Inc., its affiliates, and/or subsidiaries (“Ocean Spray”) from a third-party, including its parent, affiliate, subsidiary, employees, officers, agents and/or subcontractors (the “Supplier”), of goods and/or services further documented by a purchase order or similar document (the “Goods” or “Services,” as applicable) are subject to these terms and conditions (the “Terms and Conditions”) and any obligations in the purchase order (together with the Terms and Conditions, the “PO” or the “Agreement”). These Terms prevail over and expressly exclude any terms or conditions contained in any other documentation issued by Supplier in connection with a PO, unless the parties enter into a signed and written contract which will supersede these Terms and Conditions. Ocean Spray may modify these Terms and Conditions in its discretion, and the Supplier will have seven (7) days to object to such modification. Any PO shall be binding on the Supplier, and its successors and assigns, if any, and Supplier shall obtain the agreement of each of its agents and subcontractors to be bound to any and all obligations set forth in the PO.
2. **ACCEPTANCE.** A PO is not binding on Ocean Spray until Supplier accepts the PO in writing, starts performance under the PO, or accepts any payment from Ocean Spray under the PO. Ocean Spray may withdraw the PO at any time before it is accepted by Supplier. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF A PO ARE HEREBY EXPLICITLY REJECTED.
3. **CHANGES.** No change to a PO is binding upon Ocean Spray unless it is in writing, specifically states that it amends a PO, and is signed by an authorized representative of Ocean Spray. No modification or change to the Terms and Conditions herein shall be applicable to any other PO between the parties, unless agreed to in writing by the parties. The parties will mutually agree if any equitable adjustments to the Agreement are required.
4. **PRICING.** Prices established in the PO for any Goods and/or Services shall be the full compensation for the Goods and/or Services (together the “Price” or “Pricing”). Ocean Spray shall not be liable for payment or reimbursement of any additional charges, including, but not limited to, packaging costs, insurance fees, transportation or travel costs, customs duties and fees, and any applicable taxes. No increase in the Price or extra charges will be effective or incurred unless agreed upon in advance in writing by Ocean Spray.
5. **INVOICES AND PAYMENT TERMS.** Invoices must contain the following information: PO number, part numbers, description of Services or Goods, quantity, Prices, and all supporting documentation, if any. Invoices must list tax amounts separately. Invoices must contain the foregoing to be deemed payable by Ocean Spray. Any deviation or missing information may delay or prevent payment. Unless otherwise stated in the PO, payment terms for the PO will be ninety (90) days from the date of Ocean Spray’s receipt of an invoice from the Supplier. Ocean Spray shall have the right to offset payments due Supplier by any amounts Supplier owes Ocean Spray. Payment does not constitute final acceptance. Supplier shall continue performing its obligations under the PO notwithstanding a dispute. Ocean Spray may withhold payment, in whole or in part, and take action in accordance with the PO if Ocean Spray finds any Goods and/or Services to be defective, untimely, unsatisfactory, or otherwise not conforming to the PO or applicable Laws, as defined herein.
6. **DELIVERY AND SHIPMENT TERMS.** All Goods or Services shall be delivered to the address specified on the PO during Ocean Spray’s normal business hours or as otherwise instructed by Ocean Spray. Supplier shall deliver the Goods or Services by the delivery date established on the PO. Timely delivery of the Goods or Services is of the essence. Ocean Spray will only pay for the Goods or Services detailed in the PO and nothing more. Any overage will be at the peril of the Supplier, and Ocean Spray is not obligated to pay for any over-delivery. Supplier shall give written notice of shipment to Ocean Spray when the Goods are delivered to a carrier for transportation. Supplier shall provide Ocean Spray all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Ocean Spray within 3 business days after Supplier delivers the Goods to the transportation carrier. The PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO. Unless otherwise agreed by the parties in writing, Supplier retains title and assumes all risk of loss or damage until delivery to and acceptance by Ocean Spray.
7. **WARRANTY.** Supplier represents and warrants that it has the capability, skill and expertise to complete the performance required, will perform in a professional and workman-like manner, and satisfy all obligations under the PO. Supplier warrants that Goods and/or Services furnished hereunder shall comply with the requirements of a PO and shall (a) be new and unused (unless otherwise approved by Ocean Spray) and be free from all defects in design, workmanship and materials; (b) conform to applicable specifications, drawings, designs, samples and other requirements and be in the quantity communicated by Ocean Spray; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances and that Supplier has all right and title to any supplied Goods, or be authorized to sell such Goods to Ocean Spray; (f) not infringe, violate, or misappropriate any third party’s patent or other intellectual property rights, and that Ocean Spray’s use of such Goods or Services shall not infringe or misappropriate any third party’s rights; (g) comply with the highest warranties and representations expressed by Supplier orally or in a written advertisement, correspondence, or other document provided to or in the possession of Ocean Spray; and (h) comply with all Laws, as defined herein. These warranties survive any delivery, inspection, acceptance or payment for such goods.
8. **INSPECTION.** Ocean Spray, its employees, and/or its representative shall be entitled to audit and access, to the extent practicable and at any and all times during and after performance, the performance and anywhere performance is conducted, any facilities or locations at which Goods or Services are produced, stored, handled or performed, during Supplier’s regular business hours with reasonable advance notice. Inspection by Ocean Spray does not relieve, reduce, or otherwise affect Supplier’s responsibilities hereunder, including inter alia for any failure under the PO, violation of Law, or breach of the warranties herein. Ocean Spray shall have the right to conduct further inspections after Supplier has carried out

any remedial actions. Supplier, without cost to Ocean Spray, shall provide all reasonable assistance to ensure the safety and convenience of the inspectors. At the time of inspections, Supplier shall make available copies of all records, drawings, specifications, packaging data or any relevant information applicable to the Goods and/or Services. The inspection shall be deemed as preliminary only, and all items shall be subject to final inspection and acceptance upon delivery.

9. **DEFAULT; DEFECTIVE WORK.** If Ocean Spray rejects any portion of the Goods and/or Services because Supplier (1) fails to make any delivery within the time specified, (2) fails to satisfy any obligation under the PO, (3) becomes insolvent or the subject of proceedings under any law relating to bankruptcy or relief of debtors, PO, Ocean Spray has the right, effective upon written notice to Supplier, to: (a) rescind the PO, in part and/or in its entirety, and receive full reimbursement; (b) accept the Goods and/or Services at a reasonably reduced Price; and (c) reject the Goods and/or Services and have Supplier correct the work at no additional cost to Ocean Spray, or have the same corrected by a third party, charging Supplier for the cost of such correction. Ocean Spray may cancel and/or terminate, in whole or in part, the PO without prejudice to any rights it may have against Supplier under law and without liability on its part for such termination or cancellation. Supplier shall bear all risk of any rejection, cancellation, or termination, and to the extent not so terminated or canceled, continue performance of a PO.

10. **TERMINATION.** Ocean Spray may, in whole or in part, at its option, terminate performance under a PO at any time or from time to time in part by fifteen (15) days' prior written notice to Supplier. In addition to any remedies that may be provided under the PO, Ocean Spray may terminate the PO with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with the PO, in whole or in part. If Ocean Spray terminates the PO for any reason, Supplier's sole and exclusive remedy is payment for the Goods and/or Services received and accepted by Ocean Spray prior to the termination.

11. **INSURANCE.** At Supplier's own cost, Supplier shall procure and maintain reasonable policies of insurance relative to the PO during and after performance under the PO. In addition to the foregoing, the Supplier shall maintain insurance coverage in amounts not less than those required [here](#). Supplier's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Supplier of its obligations or liabilities under a PO. In the event of Supplier's breach of this provision, Ocean Spray shall have the right to cancel the undelivered portion of any Goods or Services covered by this Agreement and shall not be required to make further payments except for conforming Goods delivered or Services rendered prior to cancellation.

12. **CONFIDENTIALITY.** A PO incorporates by reference any Confidentiality and Non-Disclosure Agreement executed between Ocean Spray and the Supplier, which constitutes part of this Agreement and by which the Parties will continue to be bound. Supplier acknowledges that its representatives and/or employees may, while performing under the PO, have access to or otherwise discern confidential, sensitive, or proprietary information of Ocean Spray, whether such information is disclosed, available, or accessed orally or in written, electronic, or other form or media, and whether or not such information is marked, designated, or otherwise identified as "confidential" ("Ocean Spray Confidential Information"). Supplier shall keep confidential and not allow the use of Ocean Spray Confidential Information by any party other than Ocean Spray.

13. **INTELLECTUAL PROPERTY.** Supplier shall not use any of Ocean Spray's trademarks, tradenames intellectual property, inventions, trade secrets or other proprietary material/rights (collectively, "Ocean Spray IP") except in a manner and form as directed by Ocean Spray. Supplier acknowledges the exclusive rights of Ocean Spray to all of Ocean Spray IP, and that Supplier shall acquire no right, title or interest in or to any of Ocean Spray's IP by virtue of any act in connection with a PO. Any and all goodwill associated with such Ocean Spray IP shall inure exclusively to the benefit of Ocean Spray. Upon termination or expiration hereof or at Ocean Spray's request, Supplier shall immediately cease use of any of the Ocean Spray IP and will not thereafter use Ocean Spray IP or any word, design, trademark of tradename which is confusingly similar with Ocean Spray's. All specifications, drawings, tools, jigs, fixtures, materials and other items furnished by Ocean Spray or the cost of which is charged against a PO shall be Ocean Spray Confidential Information and shall be and remain the property of Ocean Spray and will be returned to Ocean Spray immediately upon termination of such a PO or at any time upon request. Inventions or discoveries made or conceived or first reduced to practice by Supplier, Ocean Spray, or Ocean Spray and Supplier including their employees during the course of performing any PO shall become the property of Ocean Spray without any need for further action by either party. However, Supplier for itself and its employees agrees that the inventor(s) will execute all documents and do all things necessary or proper, including the securing of patent agreements from employees, to effectuate the purpose of this article. Supplier shall immediately disclose to Ocean Spray of any inventions it conceives of, develops or reduces to practice arising from, or related to its work under a PO.

14. **INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless Ocean Spray from any and all loss, damage, injury, claim, judgment or other liability or expense of any nature whatsoever (including, but not limited to, attorneys' fees) in connection with any claim, suit, action, allegation, or proceeding brought against Ocean Spray which is (i) based on a claim that any Services, Goods or component or any part thereof made to Supplier's designs and furnished hereunder constitutes an infringement or violation of any third party right, including inter alia, patent, copyright or trademark; (ii) for personal injury or property damage by a claimant arising from the negligence or act or omission of Supplier or the use of any Services, Goods or component or part thereof manufactured or supplied by Supplier for sale to Ocean Spray; (iii) a breach by Supplier of any obligations under the PO, including a breach of any representation or warranty; or (iv) attributable to Supplier's failure to deliver the Goods or Services on the delivery date, including without limitation consequential damages. Ocean Spray shall notify Supplier promptly in writing and provide information and assistance (at Supplier's expense) for the defense of same. Supplier shall pay any reasonable settlement thereof (provided, however, that Supplier shall not enter into any settlement which results in injunctive relief against Ocean Spray without Ocean Spray's prior written consent) and/or all damages and costs awarded therein against Ocean Spray. In case of a claim of third party right violation, infringement, or misappropriation, Supplier shall, by its own expense, immediately either procure for Ocean Spray the right to continue using such Goods, Services, or component, or part thereof, or modify it so that it becomes non-infringing, or Ocean Spray may terminate immediately.

15. **NON-ASSIGNABILITY**. Supplier will not assign a PO, or any interest therein, or any money due or to become due hereunder, or subcontract any major part hereof, other than regularly purchased components, unless expressly authorized in writing by Ocean Spray. Any such authorization shall not release Supplier from its obligations and liabilities under a PO.

16. **COMPLIANCE WITH LAWS**. Supplier warrants that in the fulfillment of any PO and in the production of the Goods or Services, it will comply with all applicable federal, state, city or municipal laws, ordinances, rules or regulations, voluntary industry standards, codes or other obligations (the "Laws"). Supplier shall procure at its costs all necessary permits and license as may be necessary before and during performance under the PO. Supplier shall be responsible for properly and legally handling and disposing of all waste and hazardous material used in the course of or generated as a result of a PO and shall provide written confirmation of proper disposal of hazardous material if requested by Ocean Spray. If Supplier fails to comply with this paragraph, Ocean Spray may perform or pay for such clean up and charge Supplier for any and all associated costs (including reasonable attorney's fees).

17. **FORCE MAJEURE**. Failure of Ocean Spray to perform hereunder, if occasioned by fire, explosion, flood, war, pandemic or epidemic, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Ocean Spray's reasonable control, or if occasioned by partial or complete suspension of operations at any of Ocean Spray's offices or other business locations, shall not subject Ocean Spray to any liability to Supplier by reason thereof, but, at Ocean Spray's option, the total quantity covered by a PO may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or Services performed during the period of extension.

18. **DATA PRIVACY**. If the Supplier obtains, uses, stores, processes, or distributes any personal information while providing the Goods and/or Services, Supplier represents and warrants that it will: (a) only process any personal information to the extent necessary for the provision of the Services; (b) implement and maintain appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of any personal information; and (c) not disclose or transfer any part of the personal information or allow access to it other than as expressly permitted by and in accordance with a PO and applicable Laws. Supplier shall defend, indemnify, and hold harmless Ocean Spray and its subsidiaries, affiliates, officers, directors, employees, and agents from and against all losses, damages, liabilities, fines, awards, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Supplier's failure to comply with its obligations under this section.

19. **DATA SECURITY**. If the Supplier receives Ocean Spray's information or access to Ocean Spray's systems under this Agreement, Supplier represents that it shall comply with all applicable Data Protection Laws. Irrespective of Supplier's duty to comply with all such laws, Supplier covenants to comply with all provisions of this section. Supplier will notify Ocean Spray within twenty-four (24) hours upon learning of any accidental or unlawful unauthorized disclosure of or access to Ocean Spray's information ("Security Incident"). Supplier shall take reasonable steps to mitigate the effects of, and minimize any damage resulting from, such Security Incident. After initial notification, Supplier will keep Ocean Spray updated on a regular basis and provide a reasonably detailed incident report which shall include the steps taken by Supplier to investigate the Security Incident and to minimize any potential damages resulting from the Security Incident. At Ocean Spray's reasonable request, Supplier agrees to meet with Ocean Spray to discuss, as applicable and available at the time, the procedures that were followed during the investigation of any Security Incident, the chain of custody of Ocean Spray's information, and the remedial/corrective action to be taken to prevent the Security Incident from occurring again. Supplier further agrees to reasonably cooperate with and assist Ocean Spray in any investigation related to a Security Incident Ocean Spray determines is necessary. Ocean Spray shall be allowed to audit Supplier's document retention policies and procedures, as well as its protection of Ocean Spray's, upon Ocean Spray's reasonable request for so long as Supplier retains copies of Ocean Spray's information. As and when instructed by Ocean Spray, and/or the expiration and/or termination of this Agreement, Supplier shall irretrievably destroy, delete, and/or return to Ocean Spray, at Ocean Spray's sole discretion, all of Ocean Spray's data in Supplier's possession. Within (30) days of any such request by Ocean Spray, and/or the expiration and/or termination of this Agreement, Supplier shall issue a written certification to Ocean Spray evidencing Supplier's compliance with this section.

20. **CONTRACTOR SAFETY PROGRAM**: In the event that Supplier is providing Goods and/or Services on Ocean Spray's property, Supplier agrees that it will, at all times, follow the provisions of Ocean Spray's Contractor Safety Program which are incorporated herein by reference.

21. **CHOICE OF LAW**. A PO and its performance shall be governed by the law of the Commonwealth of Massachusetts as if it was executed and performed entirely therein. Any legal suit, action, or proceeding arising out of or based on a PO or performance contemplated thereby shall be instituted in the courts of the State of Massachusetts, in each case located in the City of Boston, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. **SUPPLIER CODE OF CONDUCT**. Supplier shall comply with Ocean Spray's Supplier Code of Conduct ("Code of Conduct"), as amended by Ocean Spray from time to time, available at [Supplier CoC on Sustainability Page](#) Notwithstanding anything to the contrary herein, Supplier will (i) allow Ocean Spray and/or a third-party representative to assess Supplier's compliance with the Code of Conduct by inspecting the Supplier's facilities and/or reviewing Supplier's practices, policies, and relevant records; or (ii) provide an Environmental, Social, and Governance (ESG) audit from a verifiable third party. Supplier's failure to perform its obligation described in this subsection or to remedy any material non-conformance with the Code of Conduct after a reasonable amount of time will constitute a breach of this Agreement.

23. **ENTIRE AGREEMENT AND SURVIVAL**. The PO, and these Terms and Conditions incorporated therein, represent the entire understanding between Ocean Spray and Supplier, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may be amended only by written mutual agreement of the parties. In the event of a conflict between the Terms and Conditions, a PO, and any

amendment thereto, the Terms and Conditions shall govern and control, unless expressly stated otherwise. Obligations which by their nature should survive acceptance of any Goods or Services, payment by Ocean Spray, and/or termination or expiration of the PO shall survive.