



Standard Purchase Order Terms and Conditions

ALL ORDERS THAT REFERENCE THESE TERMS AND CONDITIONS ARE PLACED, AND ALL PRODUCTS AND SERVICES SUBJECT TO SUCH ORDERS ARE PURCHASED, ON AND SUBJECT TO THESE TERMS AND CONDITIONS

These terms and conditions (the "Purchase Terms") govern performance of the purchase order that references these Purchase Terms and is incorporated herein by reference (the "PO," together with these Purchase Terms, the "Order"), which has been issued by **RELISH LABS LLC (D/B/A HOME CHEF)**, a Delaware limited liability company, and/or any of its affiliates or subsidiaries ("Buyer"), to the seller listed on the PO ("Seller"), for the development and/or purchase of a Product or Products (as defined below). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. APPLICATION AND INTERPRETATION

1.1 Order of Precedence. Unless the PO expressly provides otherwise, these Purchase Terms shall prevail. Buyer hereby objects to any additional or different terms and conditions provided by Seller in any proposal, quotation, acknowledgement or other document. Any such proposed terms and conditions shall be void and these Purchase Terms (together with the PO) shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties.

1.2 Acceptance. The Order, whether or not issued with reference to a quotation or proposal of Seller, shall constitute an offer. Acceptance by Seller is expressly limited to these Purchase Terms and no changes or modifications to the Order shall be valid unless confirmed in writing by Buyer. Upon receipt, Seller shall issue to Buyer an electronic confirmation of the material terms of the Order. Notwithstanding the previous sentence, the Order shall be deemed accepted by Seller upon the earliest of: (a) Seller issuing electronic confirmation or a written acceptance; (b) Seller's commencement of work on the Products that are the subject of the Order or Forecast; or (c) shipment of the Products that are the subject of the Order.

1.3 Changes. Buyer shall have the right at any time to make changes in payment methods and to the time and place of delivery with reasonable written notice to Seller. If any such changes cause an increase or decrease in the cost or the time required for performance of the Order, an equitable adjustment will be made and the Order shall be modified in writing accordingly. Seller agrees to accept any such changes to the Order or decline such changes in writing within five (5) days of notice of the changes.

1.4 Applicable Laws. Seller, in the performance of the Order, shall comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders and ordinances and agrees, upon request, to furnish a certificate to such effect in such form as Buyer may from time to time require. The UN Convention on Contracts for the International Sale of Goods is hereby specifically excluded from the Order. Seller, in performance of the Order, shall comply with the provisions of the United States Fair Labor Standards Act of 1938, as amended.

2. COMPENSATION AND QUANTITY

2.1 Inventory Commitment. Seller shall commit to supply to Buyer the full quantity of each of the specific products listed on the PO (each such product, along with any labeling affixed thereto, individually a "Product" and collectively the "Products").

2.2 Price. The price of each Product (the "Price") shall be that which is listed on the PO for such Product. Unless otherwise specified on the PO, the Price shall be DDP (*Incoterms*) to each of the listed Buyer locations and inclusive of all other charges including but not limited to customs, duties, all sales, use, excise and property taxes, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. No additional costs, fees, surcharges or expenses of any kind shall be added to the Order without the advance written consent of Buyer.

2.3 Competitive Clause. The Parties recognize that continuing to be competitive in price, performance, delivery, reliability, quality and technology is essential for the Parties' relationship to exist. If Buyer

reasonably demonstrates to Seller that a particular Product is not a competitive value in price, performance, delivery, reliability, quality or technology with other products of equivalent value, usage or availability, then Seller agrees to provide an action plan and timetable to address the deficiency within thirty (30) days of notice from Buyer. If the plan fails to cure the deficiency within the agreed-upon timetable, then Buyer may consider the non-competitive Product to be in default of these Purchase Terms and may serve notice to terminate obligations of the Parties under the Order with respect to that Product.

3. PURCHASE PROVISIONS

3.1 Invoices. Seller shall present Buyer with an invoice for the amounts due and owing pursuant to the Order on a timely basis after Products are delivered, and Buyer will pay all undisputed amounts on the invoice within such time period set forth on the PO. Any invoices submitted by Seller after sixty (60) days will not be accepted. To the extent that there is a discrepancy between the invoice and the Order, the terms of the Order shall control. The invoice shall be in a form reasonably acceptable to Buyer. Notwithstanding anything to the contrary herein, Buyer shall have the right to offset any amounts payable to Seller against any amounts owed by Seller to Buyer hereunder.

3.2 Delivery. Seller shall deliver the Products in the quantities, on the dates, and to the locations specified in the Order and such Products shall be properly packed, sealed and secured in accordance with applicable laws, rules and regulations and in such manner as to reach their destination in good, merchantable condition. If no date is specified in the Order, then Seller shall deliver such Products promptly. Time shall be of the essence.

3.3 Late Delivery. Subject to Section 7, if a Product is not adequately delivered by the scheduled due date indicated on the Order, such Product shall be considered "Non-Conforming Product" (as defined below) for purposes of these Purchase Terms.

3.4 Expedited Shipment. If, in order to comply with Buyer's required delivery date, it becomes necessary for Seller to ship by a more expensive mode than specified in the Order, any resulting increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been directly caused by Buyer.

3.5 Title and Risk of Loss. Title to and risk of loss of each Product, including but not limited to any shipping and transit costs, will pass to Buyer upon the delivery of such Product to Buyer, provided that in the event a Product is a Non-Conforming Product, title to and risk of loss of such Non-Conforming Product shall remain at all times with Seller unless Buyer agrees in writing to accept such Non-Conforming Product. If a shipment is not accompanied by a bill of lading, packing slip or similar delivery document, Buyer's count and/or weight will be conclusive.

3.6 Inspection/Testing. Buyer shall have the right, but not the obligation, to inspect and/or test each Product purchased under the Order and reject, in whole or in part, any or all of the Products contained therein. Nothing contained in the Order, any confirmation or related documents sent by Seller shall relieve Seller from its own obligations of testing, inspection and quality control.

3.7 Seller Warranties and Covenants.

(a) Seller expressly warrants and covenants to Buyer, its affiliates, parent companies, predecessors, successors, assigns, customers and users of Buyer's products, that all Products furnished under the Order shall: (a) not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws, rules and regulations; (b) conform in all respects to all specifications, standards, drawings, samples and other criteria attached to the Order, or otherwise provided by Buyer to Seller; (c) conform to any statements made on the containers, labels and/or

advertisements; (d) be properly contained, packaged, marked and labeled according to any applicable laws, rules and regulations; (e) not violate or in any way infringe upon the rights of third parties including property, contractual, employment, trade secrets, proprietary information, non-disclosure rights or any trademark, copyright or patent rights; (f) be merchantable, safe and appropriate both for the purpose(s) for which Products of that kind are normally used and for the particular purposes for which Buyer will use the Products; (g) be secured by good and marketable title, its transfer rightful, and delivered free from any security interest or other lien or encumbrance (including any statutory or common law lien); (h) be manufactured in accordance with current good manufacturing practices and any specifications for the Products to be delivered under the Order; and, (i) be in compliance with all applicable rules and regulations set forth by the Food and Drug Administration, the United States Department of Agriculture and any other applicable regulatory body, and in compliance with all applicable laws, including, but not limited to, the Food, Drug and Cosmetic Act, the Public Health Service Act, the Food Safety Modernization Act and, in each case, all related regulations promulgated thereunder.

(b) These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Any exclusion or limitation of liability clause, or any other clause restricting, in any manner, Buyer's remedies in Seller's documents, or otherwise, are hereby rejected.

(c) Inspection, testing, acceptance or use of the Products furnished under the Order shall not affect Seller's obligations under this Section 3.7, and all covenants shall survive inspection, testing, acceptance and use.

3.8 Non-Conforming Products. Any delivery of a Product that is reasonably determined by Buyer to be defective, damaged or fail to conform to the requirements of the Order or any specifications attached to the Order, or on file with Buyer shall, in each case, be considered a "Non-Conforming Product" for purposes of these Purchase Terms. Buyer's failure to inspect a Product or failure to notify Seller that a Product constitutes a Non-Conforming Product does not change or alter the status of such Product as a Non-Conforming Product for purposes of these Purchase Terms and does not relieve Seller of any responsibility to perform according to these Purchase Terms. At all times, Seller shall maintain a cumulative "on-time-in-full" ("OTIF") conformance rate of at least ninety-five percent (95%) on all deliveries to Buyer; OTIF means the delivery meets all the requirements set forth in the first sentence of Section 3.2 and contains no Non-Conforming Products, and the OTIF conformance rate means the number of OTIF deliveries divided by the total number of deliveries

3.9 Rights with Respect to Non-Conforming Products. In addition to its other rights and remedies Buyer reserves the right to: (a) cancel or terminate for cause the Order, in whole or in part, without liability, which contains such Non-Conforming Product; (b) require Seller to replace such Non-Conforming Product without expense to Buyer; (c) recover from Seller any expenditures reasonably incurred by Buyer in obtaining the Product in substitution from another provider; (d) require Seller to issue a credit to fully cover the costs to Buyer of receiving such Non-Conforming Product; and/or, (e) recover damages for any additional costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's delivery of such Non-Conforming Product. Seller shall be liable for all charges, expenses, field corrections, withdrawals, recalls, repurchases or commissions incurred in the inspection, receipt, transportation, care, custody and disposal of the Non-Conforming Product. If Seller fails to replace any Non-Conforming Product within the time period required by Buyer, Buyer may replace such Product and charge Seller any cost incurred exclusive of the Product itself. Notwithstanding any other provision of this Agreement, if Buyer does not give notice to Seller within six (6) weeks of delivery to Buyer that any Product constitutes a Non-Conforming Product, Buyer shall not be able to exercise its rights under this Section 3.9 with respect to such Non-Conforming Product.

3.10 Product Recall. If any field problem occurs as a result of a non-conformity or defect in the Products and is sufficiently serious and widespread to threaten Buyer's marketing of its products or Buyer's reputation, or poses a safety hazard or causes any governmental agency or the United States Consumer Products Safety Commission to require a change in Buyer's products, such that a recall is reasonably corrective action, Seller shall be fully responsible for and promptly pay

to Buyer all costs and expenses incurred by Buyer in taking corrective action. For avoidance of doubt, any and all costs and expenses of inspection and/or testing required to confirm compliance with these Purchase Terms and incurred as a result of a recall shall be borne solely by Seller.

4. TERMINATION AND EXTENSION

4.1 Termination for Cause. Buyer may terminate the Order, in whole or in part, in the event of: (a) any default by Seller; (b) Seller's failure to comply with these Purchase Terms or Seller's breach of any of its warranties, covenants or representations in these Purchase Terms; or (c) Seller's failure to comply with any specific terms and conditions contained in the Order; or (d) Buyer receiving complaints regarding a Product from more than 0.025% of the customers that ordered that Product from Buyer. In addition, late deliveries, deliveries of Non-Conforming Products, and/or failure to provide Buyer, upon request, reasonable assurances of future performance, shall all be bases for Buyer to terminate for cause. In the event Buyer terminates the Order for cause, Buyer shall not be liable to Seller for the Products that were non-conforming, and Seller shall be liable to Buyer for additional costs directly caused by Seller's default to cover the difference for the replacement product which gave rise to the termination.

4.2 Termination for Financial Insecurity. Buyer may terminate the Order, in whole or in part, as of the date specified in a termination notice if Seller: (a) files for bankruptcy; (b) becomes or is declared insolvent; (c) is the subject of any proceeding(s) related to its liquidation, insolvency or the appointment of a receiver or similar officer for Seller; (d) makes an assignment for the benefit of all or substantially all of its creditors; (e) takes any corporate action for its winding-up, dissolution or administration; (f) enters into an agreement for the extension or readjustment of substantially all of its obligations; or (g) makes any material misstatement as to its financial condition.

4.3 Termination for Convenience. Buyer may terminate the Order for its convenience, in whole or in part, by written or electronic notice at any time. If the Order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs incurred by Seller in the actual performance of the Order for labor and materials which are not usable to Seller. Materials for which Seller is reimbursed shall become the property of Buyer and shall be surrendered to Buyer upon termination of the Order.

5. INDEMNIFICATION

5.1 Intellectual Property Infringement. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, parent companies, predecessors, successors, assigns and all of their directors, officers, employees, personnel, agents, and all of Buyer's customers, from any and all expenses, damages, awards, claims, actions, demands, losses, liabilities and causes of action (including, but not limited to, attorneys' fees and expenses) arising out of or related to the infringement or an alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property right for or on account of using, offering for sale or selling the Products furnished by Seller to Buyer under the Order. Seller shall defend and settle at its sole expense all suits or proceedings as described in this Section. No settlement that prevents Buyer from continuing to use, offer for sale or sell the Products as provided herein, in whole or in part, is to be made without Buyer's prior written consent. Buyer shall give Seller prompt notice of any such claim of which it is formally notified. The failure of Buyer to provide Seller with prompt notice does not relieve Seller of its obligations under this Section. In all events, Buyer has the right to participate in the defense of any such suit or proceeding through counsel of its own choosing and at Seller's expense. If the use or sale of Products provided hereunder is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell the Products or shall substitute equivalent Product acceptable to Buyer and extend this indemnity thereto.

5.2 First and Third-Party Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, parent companies, predecessors, successors, assigns and each of their directors, officers, employees, agents and personnel from and against any and all expenses, damages, claims, actions, demands, losses, penalties, fines, liabilities and causes of action (including, but not limited to, attorneys' fees and expenses) ("Loss") caused by or arising from, or alleged to

have been caused by or arise from: (a) Seller's negligence, strict liability or other claim involving the design and/or manufacture of the Products; (b) Seller's breach of these Purchase Terms; or (c) Seller's negligent or willful acts and omissions. Failure on Buyer's part to discover and/or remedy the foregoing acts or omissions shall not excuse Seller from this obligation. Buyer shall promptly notify Seller in writing of the Loss, and in its sole discretion give Seller control of the defense of same, insofar as Buyer has the authority to do so. Seller shall be obligated to defend, settle or otherwise dispose of each such Loss at Seller's expense. Buyer shall cooperate in but not be responsible for paying for the investigation and defense of any claim or Loss. Seller shall reimburse Buyer for any reasonable expenses that Buyer incurs in connection with the investigation or defense of the Loss, including without limitation attorneys' fees. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require from Seller prompt reimbursement and indemnification for any and all costs and expenses, including attorneys' fees, paid by Buyer in connection therewith. Carrying of insurance as required in these Purchase Terms is in no way to be interpreted as relieving Seller of any responsibility under this Section.

6. INSURANCE

Prior to commencement of work on the Order, Seller shall provide Buyer with a certificate of insurance (and if requested by Buyer a copy of the actual policy) evidencing the existence of a valid and enforceable insurance policy in its name as follows:

(a) Commercial General Liability ("CGL") Insurance, naming Buyer as additional insured, subject to the indemnification provision and other terms and conditions of these Purchase Terms. The policy shall include coverage for bodily injury, property damage, personal and advertising injury, products, premises operations and contractual liability insuring the indemnity contained in these Purchase Terms in an amount not less than \$1,000,000 per occurrence.

(b) Commercial Automobile Liability ("CAL") Insurance, naming Buyer as additional insured, subject to the indemnification provision and other terms and conditions of these Purchase Terms. The policy shall include coverage for bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.

(c) Worker's Compensation ("WC") Insurance in statutory amounts, which complies with the applicable workers' compensation laws governing Seller and all employees working for Seller, and Employers Liability ("EL") Insurance including coverage for occupational injury, illness and disease, with minimum limits per employee, per accident and per disease of not less than \$1,000,000 per accident and disease.

(d) Umbrella or Excess Liability Insurance on a follow form basis with a minimum limit of \$5,000,000 each occurrence in excess of the CGL, CAL and EL insurance coverages as outlined above. This coverage shall be endorsed to name Buyer as additional insured if such Umbrella or Excess Liability Insurance policies do not follow form with the additional insured status provided in the underlying policies referenced above.

The CGL policy shall provide that the coverage obtained by virtue of these Purchase Terms will be primary and that any insurance carried by Buyer shall be in excess and non-contributory. The CGL, CAL, WC and EL policies shall contain a waiver of subrogation in favor of Buyer, subject to the indemnification provision and other terms and conditions of these Purchase Terms. Seller shall ensure that the above coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Buyer, except in the case of cancellation for non-payment of premium, in which case the notice period shall be ten (10) days. Seller shall deliver certificates of insurance and any renewals thereof to Buyer. All renewal certificates of insurance shall be delivered as soon as practicable prior to the expiration of the policies shown on the previous certificate. All insurance procured and maintained pursuant to these Purchase Terms shall have such limits and coverage, and shall otherwise be in such form, as Buyer shall from time to time reasonably specify, be subject to periodic review and adjustment, and shall be issued by insurance companies authorized to do business in the state in which the applicable operations are located and having an AM Best Rating of at least A-, VIII.

Seller shall also require all subcontractors to maintain the required insurance. No work under the Order shall commence until the above-required insurance is obtained, a certificate is provided to Buyer and Buyer has approved the certificate.

7. FORCE MAJEURE

Neither Party shall be liable to the other for its failure to comply with the terms of the Order if such failure shall have been caused by any unforeseeable incident beyond the control of the non-performing Party, including but not limited to fire, labor dispute, strike, war, insurrection, governmental restriction, or act of God, provided that it shall be the responsibility of each Party to take all reasonable measures to eliminate such cause and recommence performance as quickly as possible; and further provided, it shall be the obligation of the Party claiming a force majeure event for excuse of non-performance to notify the other Party in writing as soon as practicable.

8. CONFIDENTIALITY

Subject to the terms of any existing confidentiality and/or nondisclosure agreement with Buyer, Seller shall consider the information related to the development of any Product by or for Buyer and all information furnished to Seller by Buyer, including but not limited to any drawings, specifications and/or other documentation prepared in connection with the Order, to be confidential (collectively the "Confidential Information"), and shall not, directly or indirectly, disclose any such Confidential Information to any other person or entity, or use such Confidential Information itself for any purpose other than assisting Buyer in developing the Products for Buyer and fulfilling the Order unless Seller obtains written permission from Buyer to do so. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential. Seller's confidentiality obligations pursuant to this Section 8 will survive (a) perpetually for trade secrets and personally identifiable information and (b) for a period of five (5) years from the date of Buyer's disclosure for all other Confidential Information. Seller will return or destroy any Confidential Information promptly upon Buyer's request. If Buyer so requests, Seller will provide a certificate, signed by an authorized representative, certifying that all Confidential Information has been returned or destroyed.

9. DISPUTE RESOLUTION

Except where injunctive relief is sought, each Party shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Order promptly by negotiation between executives or managers who have authority to settle the dispute. If the dispute has not been resolved through negotiation within thirty (30) days of its initiation, the Parties hereby consent to the resolution of all disputes by binding arbitration before the American Arbitration Association ("AAA"), Commercial Division, under the AAA's Expedited Rules, and such arbitration shall occur before a panel of three (3) arbitrators in Cook County, Illinois. Each Party shall pick one arbitrator who will, in turn, jointly choose the third arbitrator. If the two arbitrators are unable to agree, the AAA shall choose the third arbitrator from its panel. The Parties shall evenly (50-50) share the costs and expenses associated with the arbitration. The prevailing Party in the arbitration shall be awarded its attorneys' fees and costs, along with any damages.

10. GOVERNING LAW; VENUE

The laws of the State of Illinois, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the Order, including, without limitation, its validity, interpretation, construction, performance and enforcement. The Parties agree to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in Cook County, Illinois for purposes of adjudicating any matter arising out of or relating to the Order. Any litigation or legal proceedings which arise out of or relate to the Order are to be conducted before a judge and not a jury.

11. INTELLECTUAL PROPERTY

11.1 The filing, prosecution, maintenance, enforcement and defense of any intellectual property relating to the Products shall be at the sole discretion of Buyer. Seller shall promptly notify Buyer of any suspected infringement of such intellectual property and provide any available evidence thereof. Seller shall not apply for a patent, copyright or other

right or protection regarding the Products without the prior written consent of Buyer. Buyer grants Seller the right to incorporate any registered or pending trademarks, copyrights, graphics, designs, service marks or trade dress owned or created by Buyer (the "Buyer IP") into the Products. Seller agrees that all use of Buyer IP in connection with are for the benefit of Buyer and Seller shall not acquire any right, title or interest in the Buyer IP or any Buyer product, product information, product formulation, or the like based on such use.

11.2 Seller acknowledges and agrees that Buyer owns, and Seller hereby assigns, transfers and conveys to Buyer, its successors and assigns without further consideration all right, title and interest in and to layouts, patents, patent applications, inventions, discoveries, improvements, algorithms, designs, mask works, processes, methodologies, software (in object code and source code), programs, copyrightable works, trade secrets, programmers notes in connection with development of the Products (collectively, the "Work Product"), including the right to seek and retain recovery for past, present and future infringement of such assigned rights. Seller agrees that, to the extent any Work Product is subject to copyright protection, such Work Product shall be, and shall at all times be deemed, a "work made for hire" and that Buyer shall for all purposes be, and shall be treated as, the author of such Work Product.

12. GENERAL

12.1 Access to Facilities. Seller agrees to provide Buyer reasonable access to its facilities for observation of quality, manufacturing processes and assessment of processes related to the Products.

12.2 Assignment. Other than as required by law, neither Party may assign any rights or delegate any obligations under these Purchase Terms or the Order without the prior written consent of the other Party. Notwithstanding the foregoing, such consent shall not be required for assignment or transfer made by Buyer: (a) to an entity that acquires substantially all of Buyer's equity interests, assets or business; or (c) to an affiliate of Buyer.

12.3 Subcontractors. With written notice to Buyer within five (5) business days of receipt of the Order, Seller may subcontract any of its obligations without obtaining Buyer's prior written approval. Notwithstanding the foregoing, Seller will remain responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Purchase Terms or the Order.

12.4 No Liens. Other than inventory subject to Seller's line of credit bank lien (if any), Seller shall promptly discharge any other mechanic's or materialman's liens, retention rights, security rights or any other security interests arising in connection with the Order at Seller's sole cost and expense.

12.5 Affirmative Action. Seller and its subcontractors shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12.6 Independent Contractors. The Parties will at all times be independent contractors. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other Party.

12.7 Rights and Remedies Cumulative. All rights and remedies reserved by Buyer in these Purchase Terms will be cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity or otherwise. Any rights of Buyer not expressly granted herein are reserved by Buyer.

12.8 Non-exclusivity. Buyer and Seller each acknowledge and agree that the relationship contemplated by the Order is not exclusive.

12.9 Severability. If any provision of these Purchase Terms conflicts with the law under which these Purchase Terms are to be construed or is held invalid or unenforceable by a court of competent jurisdiction, that

provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law.

12.10 Publicity. Seller will not, without Buyer's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Buyer in any sales, marketing or publicity activities or materials, and/or (ii) issue any public statement regarding its relationship with Buyer.

12.11 Waivers. The failure of Buyer to enforce strict performance by Seller of any provision of these Purchase Terms or to exercise any right under these Purchase Terms will not be construed as a waiver to any extent of Buyer's right to assert or rely upon any provision of these Purchase Terms. A delay or omission by Buyer to exercise any right or power under these Purchase Terms will not be construed to be a waiver of that right or power. Buyer's waiver of one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by Buyer.

12.12 Survival. The provisions of these Purchase Terms and the PO that expressly or by their nature contemplate performance or observance after the Order terminates or expires will survive and continue in full force and effect.

12.13 Notices. Any notice required or permitted under these Purchase Terms is to be given in writing and is deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) upon confirmation of receipt by the Party to be notified; or (c) by deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in this Section and upon confirmation of delivery by said courier. All notices required to be given to a Party under these Purchase Terms are to be delivered to the respective addresses of the Parties set forth below, or any other addresses later designated by the Parties:

If to Seller	To the address of Seller set forth on the PO
If to Buyer	Relish Labs LLC (dba Home Chef) Attn: Shane Mulrooney, VP – Legal 400 N. Michigan Ave., Suite 1400 Chicago, IL 60611

12.14 Entire Agreement; Amendments. These Purchase Terms, the PO and any confidentiality agreement previously entered into between the Parties collectively constitute the entire agreement of the Parties. All preprinted terms included on an acceptance or other instrument issued by Seller shall neither be binding on the Parties, nor deemed to modify this Agreement, and are expressly rejected, regardless of when issued. Consistent with Section 2-207 of the Uniform Commercial Code as implemented by applicable state law, Buyer hereby objects to any different or additional provisions; any such different or additional provisions are rejected and shall not become part of the terms of the Order. No modification, alteration or waiver in any of the terms of the Order or any schedule thereto shall be valid or binding upon the Parties hereto unless made in writing and duly executed by Seller and Buyer.

12.15 Representations and Warranties. By its acceptance of the Order, Seller represents and warrants to Buyer that it has the full power and authority to accept and perform the Order, and that the acceptance and performance of the Order will not conflict with or result in any breach of any agreement, commitment or arrangement to which Seller is bound.

12.16 Limitation of Liability. Except as otherwise provided herein, neither Party shall be liable to the other for special, consequential or punitive damages.

12.17 Time of the Essence. Time is of the essence of the Order.