Revised 06/2013

DOLE PACKAGED FOODS, L.L.C.
STANDARD TERMS AND CONDITIONS

1. **Definitions**: As used herein: the term "Purchaser" refers to Dole Packaged Foods, L.L.C. for purchases and engagements made on behalf of Dole Packaged Foods, L.L.C., its subsidiaries and affiliated entities; the term "Vendor" means the person, firm, or corporation from whom the merchandise described on the Purchase Order has been ordered or requested; the term "merchandise" includes all necessary work performed by the Vendor under the terms of the Purchase Order both before and after delivery to Purchaser; the term "Purchase Order" means the Purchase Order form issued by Purchaser which contains the specific merchandise to be delivered and any additional terms and conditions of sale; and the term "Agreement" includes the Purchase Order and these Standard Terms and Conditions, collectively.

2. **Purchase Order Number:** All invoices, shipping containers, packing sheets, delivery tickets and bills of lading must bear the Purchase Order number assigned by Purchaser.

3. **Terms and Conditions:** Upon acceptance of a Purchase Order, Vendor shall be bound by the provisions set forth herein, including all provisions set forth on the face of the Purchase Order, whether Vendor acknowledges or otherwise signs this Agreement or the Purchase Order, unless Vendor objects to such terms in writing prior to shipping merchandise to Purchaser. Vendor's acceptance of a Purchase Order shall be conclusively presumed by Vendor's shipment of the merchandise to Purchaser or by Vendor's return to Purchaser of an acknowledgement of the Purchase Order. Any terms or conditions contained in any acknowledgment, invoice or other communication of Vendor, which are in addition to or inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Vendor's prior offer, such acceptance is expressly made on condition of assent by Vendor to the terms hereof, and shipment of the merchandise to Purchaser shall constitute such assent.

4. **Cancellation:** This writing does not constitute a "firm offer" within the meaning of Section 2205 of the California Commercial Code, and may be revoked by Purchaser at any time prior to acceptance. Purchaser hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the merchandise. Purchaser shall not be subject to any charges or other fees as a result of such rescheduling or cancellation.

5. **Labels:** A packing list or label must be attached to the outside of each package for each order for merchandise.

6. **Export Requirements**: Export orders require special handling for export clearance; Purchaser therefore reserves the right to return shipments at Vendor's expense for failure to follow instructions on Purchase Orders.

7. **Warranty**: Vendor warrants to Purchaser, its successors, assigns, customers and users of the merchandise, that at the time physical possession of the merchandise passes to Purchaser or when title of the merchandise passes to Purchaser, whichever is later:

- The merchandise shall correspond with the description of the same on the Purchase Order (including any drawings or specifications incorporated herein and samples furnished by Vendor), and where design is Vendor's responsibility, shall be free from defects in design and workmanship.
- The merchandise is new and not used or refurbished, unless so provided in the Purchase Order.
- The merchandise is free and clear of all liens and encumbrances whatsoever and that Vendor has a good and marketable title thereto.
- The merchandise shall be of good and merchantable quality, fit for the ordinary purposes for which such goods are used or intended to be used and for any other purpose Purchaser requires them for that Vendor knows or has reason to know.
- The merchandise shall be in full compliance with all applicable laws and regulations (including but not limited to all manufacturing, environmental, health and safety, labeling and transportation laws and regulations), and with all specifications stated in the Purchase Order and its attachments for the manufacture, storage, testing, packaging, growing, handling, processing and shipping of goods.
- The merchandise does not infringe on any third party copyright, patent, trademark, service mark, trade secret, non-disclosure obligation or any other intellectual property or proprietary right of any other party and, to Vendor's knowledge, Purchaser's use of the merchandise under the terms of this Agreement will not infringe upon or violate any such right.
- If applicable, the merchandise is not adulterated or misbranded under the Federal Food, Drug, and Cosmetic Act (the "FDAct"), can be introduced into interstate commerce under the FDAct, and is in full compliance with applicable HACCP regulations and standards.

The foregoing warranties are in addition to all other warranties, whether express or implied, and shall survive any delivery, inspection, acceptance or payment by Purchaser. If any merchandise delivered hereunder does not meet the warranties

specified herein or otherwise applicable, Purchaser may, in addition to any other rights or remedies available to Purchaser, at its option, (i) return such defective or nonconforming merchandise at Vendor's expense to Vendor and recover from the Vendor the order price thereof; or (ii) correct the defective or nonconforming merchandise and charge Vendor with the cost of such correction.

8. **Inspection**: All merchandise described on a Purchase Order is subject to the inspection of Purchaser upon arrival at destination, even though payment may have been made for the same prior to such arrival. If upon such inspection, which shall be made within a reasonable time after delivery of the merchandise, the same proves not to conform to the requirements of the Purchase Order, the Purchaser shall be entitled to reject the defective merchandise and return the same to the Vendor, whereupon the Vendor shall refund to Purchaser any part of the purchase price theretofore paid for said defective merchandise, together with all charges incurred by Purchaser for transportation, handling and storage. Use of a portion of the merchandise for the purpose of testing shall not constitute an acceptance of the merchandise. In addition, Purchaser reserves the right, at its option, to have rejected merchandise replaced with conforming merchandise at the purchase price stated in the Purchase Order. Purchaser also reserves the right to accept a part of a shipment and reject any part not meeting its specifications and to consider this Agreement breached to the extent of the amount of such rejected merchandise.

9. **Indemnification:** VENDOR SHALL AT ITS OWN EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER AND PURCHASER'S AFFILIATES, AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF PURCHASER AND PURCHASER'S AFFILIATES, FROM AND AGAINST ANY CLAIM (INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY OR CONTAMINATION OF THE ENVIRONMENT AND ANY ASSOCIATED CLEAN UP COSTS), LIABILITY, DAMAGES, COSTS AND EXPENSES ARISING IN WHOLE OR IN PART OUT OF OR IN ANY MANNER RELATED TO: (I) A DEFECT IN, OR ANY PRODUCT LIABILITY CLAIM REGARDING, ANY MERCHANDISE SUPPLIED BY VENDOR TO PURCHASER PURSUANT TO THIS AGREEMENT AND ANY PURCHASE ORDER; OR (II) VENDOR'S FAILURE TO COMPLY WITH ANY WARRANTY OR OTHER PROVISION OF THIS AGREEMENT OR ANY PURCHASE ORDER; OR (III) THE FAILURE OF VENDOR OR ANYONE ACTING ON BEHALF OF VENDOR TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS; OR (IV) THE NEGLIGENCE, OMISSIONS OR WILLFUL MISCONDUCT OR OTHER FAULT OF VENDOR OR ANYONE ACTING ON BEHALF OF VENDOR.

VENDOR SHALL ALSO PAY ALL COSTS INCURRED BY PURCHASER FOR ANY RECALL OR WITHDRAWAL FROM THE MARKETPLACE OF ANY MERCHANDISE THAT IS MANDATED BY ANY GOVERNMENT AGENCY, OR THAT IS VOLUNTARILY AND REASONABLY UNDERTAKEN BY PURCHASER TO THE EXTENT THAT THE RECALL OR WITHDRAWAL IS DUE TO: (I) A DEFECT IN ANY OF THE MERCHANDISE SUPPLIED BY VENDOR TO PURCHASER; OR (II) VENDOR'S FAILURE TO COMPLY WITH ANY WARRANTY OR OTHER PROVISION OF THIS AGREEMENT OR ANY PURCHASE ORDER; (III) THE FAILURE OF VENDOR OR ANYONE ACTING ON BEHALF OF VENDOR TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS; OR (IV) THE NEGLIGENCE, OMISSIONS OR WILLFUL MISCONDUCT OR OTHER FAULT OF VENDOR OR ANYONE ACTING ON BEHALF OF VENDOR. SUCH COSTS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ALL COSTS AND EXPENSES INCURRED BY PURCHASER IN WITHDRAWING, RECALLING, PUBLISHING NOTICES ABOUT, SHIPPING AND/OR DESTROYING THE MERCHANDISE (AND, WHERE APPLICABLE, ANY PRODUCTS WITH WHICH THE MERCHANDISE HAS BEEN PACKAGED, CONSOLIDATED OR COMMINGLED) AND RELATED COSTS, INCLUDING REFUNDS TO CUSTOMERS AND REIMBURSEMENT FOR DOLE'S COST OF UNSOLD AND UNSALABLE PRODUCT (INCLUDING, WHERE APPLICABLE, ANY PRODUCTS WITH WHICH THE MERCHANDISE HAS BEEN PACKAGED, CONSOLIDATED OR COMMINGLED).

IN ADDITION, VENDOR SHALL AT ITS OWN EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER AND PURCHASER'S AFFILIATES, AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF PURCHASER AND PURCHASER'S AFFILIATES, FROM AND AGAINST ANY CLAIM THAT ANY OF THE MERCHANDISE FURNISHED PURSUANT TO ANY PURCHASE ORDER, OR PURCHASER'S OR ITS AFFILIATES' PURCHASE, ACCEPTANCE, USE OR RESALE OF ANY MERCHANDISE, INFRINGES ANY THIRD PARTY'S PATENT, COPYRIGHT, TRADEMARK, TRADE-SECRET OR OTHER RIGHTS OR IS SUBJECT TO ANY CLAIM FOR ROYALTIES.

VENDOR SHALL NOT SETTLE ANY SUIT OR CLAIM DESCRIBED IN THIS SECTION 9 WITHOUT PURCHASER'S PRIOR WRITTEN APPROVAL. VENDOR AGREES TO PAY OR REIMBURSE ALL COSTS THAT MAY BE INCURRED BY PURCHASER IN ENFORCING THIS INDEMNITY, INCLUDING REASONABLE ATTORNEYS' FEES.

10. **Price and Discounts; Offset**: If Vendor's prices are higher than herein specified, Purchaser must be so advised, and approve any change before the shipment of merchandise. If no prices are specified, merchandise will be billed at not more than the prices last quoted to or paid by Purchaser, or at the prevailing market prices, whichever is lower. To the

extent permitted by applicable law, Vendor warrants that the prices of the merchandise shall not be higher than those extended to similar competing customers in the same industry for the same merchandise in equal quantities, at the same time. If Vendor reduces its price for the same merchandise to similar competing customers in the same industry during the term of this Agreement, Vendor will reduce the price of the applicable merchandise accordingly, unless prohibited by law. Unless expressly stated otherwise, all prices quoted by Vendor shall be inclusive of all packaging, delivery and handling charges. Vendor shall state its discount terms of payment on invoices unless those terms are already set forth in a written agreement signed by the parties. Cash discount periods shall begin from a date not earlier than the date Purchaser receives a correct invoice and bill of lading or transportation carrier's receipt for goods. If a cash discount is not set forth in writing by Vendor, Purchaser shall be entitled to a discount of two (2) percent of the total purchase price for payment within fifteen (15) days of receipt of Vendor's invoice. Purchaser shall be entitled to reduce the total purchase price of merchandise provided hereunder by any amounts owed to Purchaser by Vendor under any valid contract or agreement.

11. **Work Product.** For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, models, work in progress, service deliverables, inventions, products, computer programs and documentation, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Vendor alone or with others which result from or relate to merchandise delivered under this Agreement. Standard goods manufactured by Vendor and sold to Purchaser without having been designed, customized or modified for Purchaser do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Purchaser. Vendor hereby agrees to irrevocably assign and transfer to Purchaser and does hereby assign and transfer to Purchaser all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Purchaser will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or one or more trademarks in its own name or to follow any other procedure that Purchaser deems appropriate. Vendor agrees: (i) to disclose promptly in writing to Purchaser all Work Product in its possession; (ii) to assist Purchaser in every reasonable way, at Purchaser's expense, to secure, perfect, register, apply for, maintain, and defend for Purchaser's benefit all copyrights, patent rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Purchaser's name as it deems appropriate; and (iii) to otherwise treat all Work Product as Purchaser Confidential Information (as described in Section 14 below). These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement.

Vendor will ensure that Vendor's officers, directors, employees or agents providing services to Purchaser under valid agreements appropriately waive any and all claims and assign to Purchaser any and all rights or any interests in any Work Product or original works created in connection with agreements with Purchaser, including but not limited to this Agreement. Vendor irrevocably agrees not to assert against Purchaser or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Vendor affecting the Work Product.

Purchaser will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without using equipment, supplies, facilities or trade secrets of Purchaser, or Purchaser Confidential Information, unless (a) such works relate to Purchaser's business, or Purchaser's actual or demonstrably anticipated research or development, or (b) such works result from any services performed by Vendor for Purchaser.

12. **Additional Charges**: Purchaser will not pay any charges not included in the listed price, including but not limited to boxing, crating or storage, unless such charges are specified on the face of the Purchase Order or otherwise agreed to in writing by Purchaser.

13. **Delays in Shipment; Delivery**: Time is of the essence in this Agreement. In the event Vendor fails to deliver the merchandise within the time specified, Purchaser may, at its option, decline to accept the merchandise and terminate the Agreement. Vendor shall advise Purchaser immediately of any shortage or delay in shipment. Purchaser reserves the right to cancel from this order any items not delivered or shipped within the time specified. Purchaser may, at its option, accept delayed deliveries from Vendor without thereby waiving its right to demand strict compliance with the delivery schedule set forth on the Purchase Order with respect to all other deliveries. Vendor shall not substitute or back order merchandise without prior written consent of Purchaser.

14. **Confidentiality:** Vendor may acquire knowledge of Purchaser Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Purchaser Confidential Information in confidence during and following termination or expiration of this Agreement. "Purchaser Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to Purchaser's research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data; all Work Product; and all other material or information considered proprietary by

Purchaser relating to the current or anticipated business or affairs of Purchaser which is disclosed directly or indirectly to Vendor. In addition, Purchaser Confidential Information means any information about Purchaser's purchase of the merchandise or any information regarding the merchandise made to Purchaser's special order, and also includes any third party's proprietary or confidential information disclosed to Vendor in the course of providing merchandise to Purchaser. Purchaser Confidential Information does not include any information (i) which Vendor lawfully knew without restriction on disclosure before Purchaser disclosed it to Vendor, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Vendor, (iii) which Vendor developed independently without use of the Purchaser Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Vendor by a third party as a matter of right and without restriction on disclosure. In addition, Vendor may disclose Purchaser Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Vendor provides prompt written notice to Purchaser of such requirement prior to disclosure.

Vendor agrees not to copy, alter or directly or indirectly disclose any Purchaser Confidential Information. Additionally, Vendor agrees to limit its internal distribution of Purchaser Confidential Information to Vendor's officers, directors, employees or agents who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by any such person of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Purchaser Confidential Information.

Vendor further agrees not to use the Purchaser Confidential Information except in the course of performing hereunder and will not use such Purchaser Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Purchaser Confidential Information with information of Vendor shall not affect the confidential nature or ownership of the same as stated hereunder. All Purchaser Confidential Information is and shall remain the property of Purchaser. Purchaser makes no representation or warranty concerning the accuracy of any Purchaser Confidential Information. Upon Purchaser's written request or the termination of this Agreement, Vendor shall return, transfer or assign to Purchaser all Purchaser Confidential Information and all copies thereof.

15. **Assignment:** Vendor shall not assign this order nor any monies due or to become due hereunder, without prior written consent of Purchaser, and any attempted assignment without consent of Purchaser shall be void. No sight drafts for purchases will be honored. Purchaser may assign or delegate any or all of its rights or obligations under any Purchase Order, if it gives Vendor written notice of the assignment or delegation.

16. **Compliance with Law:** In the execution of this Agreement, Vendor warrants that it is in full compliance with all applicable federal, state and local laws and regulations (including but not limited to all environmental, employment and wage, tax, hazardous material, export control and health and safety laws and regulations), and with all specifications for the merchandise stated in any Purchase Order and attachments thereto.

17. **No Oral Representations, Acceptance of Terms and Conditions:** Unless otherwise indicated on the face of the Purchase Order, the foregoing terms and conditions and those stated or referred to, by the way of addition, on the face of the Purchase Order comprise the entire agreement between the parties hereto and no variations or amendments of the same shall be valid unless evidenced by a writing signed by authorized representatives of both parties. These Standard Terms and Conditions shall be deemed to be accepted upon the earlier of (i) Vendor's written acceptance, (ii) Vendor's shipment of any merchandise to the Purchaser pursuant to a Purchase Order, or (iii) the passage of forty-eight (48) hours following the delivery to Vendor of a Purchase Order hereunder. ANY ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS IS HEREBY LIMITED TO THESE TERMS AND CONDITIONS AND THOSE SET FORTH IN WRITING ON A PURCHASE ORDER, AND NOTIFICATION IS HEREBY GIVEN OF PURCHASER'S OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related Purchase Orders. Further, if Vendor has entered into a Supplier Guaranty and Indemnity Agreement with Purchaser, Vendor's warranties and covenants contained in such agreement shall survive the execution of this Agreement and be considered in addition to, and not in substitution of, any warranties or covenants provided hereunder.

18. **Equal Employment Opportunity:** Vendor shall comply with all applicable laws pertaining to employment, including applicable wage laws and laws prohibiting discrimination in employment. In the execution of this Agreement, Vendor represents that it does not employ persons under the age of 18 in the production of the merchandise specified in the Purchase Order.

19. **Transfer of Title:** Title and risk of loss to merchandise will pass to Purchaser at the time of Purchaser's acceptance of delivery of the merchandise specified in the Purchase Order.

20. **Taxes:** Vendor agrees to pay any taxes imposed by law upon or on account of merchandise delivered hereunder, unless otherwise agreed, except taxes required by law to be paid or borne by Purchaser.

21. **Insurance:** Vendor shall have maintained, and continue to maintain, at its expense, sufficient insurance coverage to insure against all losses and damages, and all losses and damages subject to indemnification by Vendor, which may result from the actions of Vendor in carrying out its obligations under this Agreement. If the merchandise constitutes food or food packaging products, such insurance shall provide, at minimum, (i) commercial general liability with limits of not less than $1,000,000 each occurrence and in the annual aggregate ($2,000,000 for participation in Purchaser's "Preferred Vendor" program); (ii) business auto liability insurance with limits of not less than $500,000 combined single limit per occurrence; (iii) workers' compensation, occupational disease coverage, and employer's liability insurance in at least the minimum amount as required by the applicable worker's compensation statutes in the applicable state(s); and (iv) umbrella liability (and if necessary excess liability) insurance with limits not less than $2,000,000 per occurrence and in the aggregate ($5,000,000 for participation in Purchaser's "Preferred Vendor" program). Vendor shall carry sufficient insurance to cover all costs described in the second paragraph of Section 9 above. All of such insurance shall name Purchaser, Dole Food Company, Inc., and their respective subsidiaries, affiliates, successors and assigns, including but not limited to Dole Packaged Foods, LLC ("Dole Companies") as additional insureds, shall be primary and non-contributory with any insurance or self-insurance available to the Dole Companies, and shall waive all rights or recourse against the Dole Companies for recovery of damages to the extent any damages are covered by insurance as set forth herein. Vendor agrees to provide Purchaser with at least thirty (30) days' prior written notice of any cancellation, reduction or material change in coverage.

22. **Force Majeure:** Each party (the "affected party") shall be excused from the performance of an obligation under this Purchase Order for any period during which the affected party is prevented from performing that obligation by fires; floods or weather; acts of God; strikes, lockouts or other concerted actions of workers; acts or omissions of any governmental authority; insurrections, riots, embargoes, wars or hostilities; or any other such cause beyond the affected party's reasonable control (a "force majeure cause"). The other party shall also be excused from the performance of any payment or other obligations corresponding to the obligations from which the affected party is excused. In the event that an affected party wishes to claim relief by reason of any force majeure cause, it must promptly notify the other party in writing both on the occurrence and on the cessation of such cause. However, if the force majeure cause lasts for more than thirty (30) days, successive or not, in any period of forty-five (45) successive days, the other party may terminate this Purchase Order on written notice to the affected party.

23. **Arbitration:** If a controversy arises between Vendor and Purchaser regarding the subject of any Purchase Order governed by these Terms and Conditions, the parties shall select a mutually acceptable independent mediator and proceed expeditiously to mediate such controversies. If mediation fails and the parties have not reached agreement within ninety (90) days of the initiation of such mediation, then either party shall have the right to demand binding arbitration in accordance with the commercial rules of the American Arbitration Association. Each party shall bear its own costs and attorneys' fees; the arbitrator's fees and costs shall be allocated in accordance with the decision. The arbitrator's findings and conclusions shall be final and binding upon the parties and judgment upon the award may be entered in any court of competent jurisdiction. The arbitration shall be conducted in Merced County or Los Angeles County, California, at the election of Purchaser.

24. **Limitation of Liability:** IN NO EVENT SHALL PURCHASER BE LIABLE TO VENDOR OR VENDOR'S OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

25. **Governing Law**: Any Purchase Order governed by these Terms and Conditions and all disputes arising thereunder shall be governed in all respects by the law of the State of California, excluding the State's rules on conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Purchase Order or any dispute thereunder.

26. **Acceptance:** In accepting any Purchase Order from Purchaser, Vendor agrees to all of the terms and conditions set forth herein and applicable thereto.