

General Supply Agreement

The Neil Jones Food Company, its affiliates and subsidiaries (collectively referred to as “Buyer”) and the undersigned company (hereafter referred to as “Seller”) enter into this Agreement in order to define the terms and conditions of all future purchases of various goods, including, without limitation, ingredients, packaging, supplies and services (collectively “Goods”).

I. Warranty, Guaranty and Indemnity

Seller:

- A. Represents, warrants and guarantees that, as of the date of delivery, the Goods comply with all applicable Federal and State laws and regulations, including but not limited to, Federal Food Drug & Cosmetic Acts and Fair Labor Standards Acts.
- B. Represents and warrants that it has title to the Goods and all rights necessary to transfer such rights and title to Buyer free of any lien, pledge or other encumbrance, including but not limited to all patent, copyright, trademark and trade secret rights required or appropriate for its manufacture and/or sale of Goods to Buyer.
- C. Agrees to indemnify, hold harmless and, if requested by Buyer, to defend buyer from and against any and all claims, demands, actions, proceedings, lawsuits, fees, costs and expenses brought against or incurred by or on behalf of Buyer and/or Goods:
 1. Arising out of or pertaining to any breach or alleged breach by Seller of the warranties set forth in paragraphs IA or IB above.
 2. For or because of the injury, illness and/or death of any person or animal, or loss of or damage to any property that arises out of or pertains to (i) the handling, shipment, delivery, consumption or use of any Good sold or delivered by Seller to Buyer, or (ii) any work performed by Seller on Buyer’s premises.

II. Transactions

The terms and conditions of Purchase Order (“Order”), Shipment, Receiving, Invoicing and Payment shall be set forth within the “Terms and Conditions of Purchase Order” which may be found on Buyer’s website or by written request. Seller acknowledges that it has reviewed this document and agrees to be bound by these terms and conditions.

III. Good Specifications

Seller hereby acknowledges that it has received and reviewed Buyer’s Specifications for all Goods that it may sell or provide to Buyer, and Seller agrees

to comply with such Specifications, as they may be amended from time to time at Buyer's sole discretion.

IV. Rejection of Non-Conforming Goods

Buyer, at its sole option, may reject (or revoke acceptance of) and either return to the Seller or hold at Seller's risk and expense any Goods that at the time of delivery (a) do not conform with Buyer specifications, (b) are shipped contrary to the applicable Order, (c) contain any defect or inadequate warnings, labeling, instructions, or safety guards, (d) violate any law, regulation, or court or administrative order, (e) fail to comply with applicable Federal or State regulations or requirements. Payment of any invoice shall not be deemed a waiver of buyer's right to reject or revoke acceptance. Seller shall bear all expense and risk of returning and/or destroying product. At buyer's option, with respect to any Goods that Buyer rejects or revokes acceptance of hereunder, Seller shall refund or credit to Buyer, or Buyer may offset against amounts it owes to Seller, the cost of such rejected Goods.

V. Recalls; Withdrawals

If Seller's Goods cause Buyer's product(s) to be the subject of a product recall, withdrawal or safety notice initiated by Buyer, Seller, or a government or consumer protection agency, Seller shall be responsible for all costs and expenses associated with the recall, withdrawal or notice and shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer in recalling, publishing notices about, shipping and/or destroying the products.

VI. Insurance

Seller shall obtain and maintain, at its expense for so long as it shall provide Goods hereunder, a policy or policies of Commercial General Liability insurance covering the Seller with a minimum of \$1,000,000 per occurrence. For Sellers whose employees enter Buyer's premises, Seller shall also obtain and maintain, at its expense and for so long as such employees shall conduct such operations, a policy or policies of Workers Compensation insurance with minimum limits of \$1,000,000. Seller will provide Certificates of Insurance at all times naming Buyer as "Additional Insured" on General Liability Insurance. Policy limits may not be reduced, terms changed, or policy canceled upon less than thirty days prior written notice to Buyer. Insurance coverage and limits referred to above shall not in any way limit the liability of the Seller.

VII. General Terms

- A. Seller shall remain bound by this Agreement notwithstanding any assignment or attempted assignment of Seller of its interests herein. This

Agreement shall be and remain binding upon the parties hereto and their respective successors and assigns.

- B. No amendment, modification or waiver of any term of this Agreement shall be effective unless set forth in writing, referencing this Agreement and signed by an authorized representative of the party against which such amendment, modification or waiver is sought to be enforced.
- C. This Agreement applies in addition to, and not in lieu of, any other applicable representations, warranties, guarantees, indemnities, or other agreements between Buyer and Seller.
- D. This Agreement shall be effective as of the date of execution by Seller, and shall continue in effect with respect to all Goods purchased or ordered by Buyer from Seller until receipt of written notice of its revocation by Buyer.

This General Supply Agreement entered into this ____ day of _____, 200__.

SELLER _____ (Company or Business Name – Please Print or Type) By: _____ (Signature) _____ (Print or Type Name of Seller's Representative) Title: _____ Address/Phone of Seller _____ (Street and Number) _____ (City) (State) (Zip) _____ (Telephone) _____ (FAX)	BUYER THE NEIL JONES FOOD COMPANY By: _____ (Signature) _____ (Print or Type Name of Buyer's Representative) Title: _____ P.O. Box 30 Vancouver, WA 98666 360-696-4356
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