

# Tyson

## Master Purchase Order Terms and Conditions

### Tyson IBU excluding China and South Korea

The following terms and conditions (these "Purchase Terms") shall apply when Tyson Affiliates or subsidiaries in Asia Pacific, excluding China and Korea, including but not limited to Tyson Poultry (Thailand) Ltd, Tyson Feed (Thailand) Ltd, Tyson International APAC Ltd, McKey Food Services (Thailand) Ltd, MacFood Services (M) Sdn. Bhd., Australian Food Corporation Pty Ltd. ("Tyson"), is purchasing goods ("Goods") and/or services ("Services") from a Seller ("Seller") pursuant to a Purchase Order ("Order") issued by Tyson to the Seller.

#### . APPLICATION AND INTERPRETATION

1.1 Seller Terms Excluded. Acceptance of any Order by Seller is limited to acceptance of the express Purchase Terms herein. Any general terms and conditions of Seller are hereby expressly rejected by Tyson and excluded. Notwithstanding any language contained in any document of Seller stating the language of such document, or any other document referenced therein supersedes any other language, if the Seller chooses to accept an Order, Seller specifically acknowledges and agrees these Purchase Terms shall control. Any proposal, confirmation, or any other writing of whatever kind inconsistent with or in addition to the terms of the Order and these Purchase Terms shall not be binding upon Tyson. Tyson's acceptance of, or payment for, Goods and/or Services will not constitute acknowledgement or acceptance of the Seller's conditions of sale.

1.2 Order of Precedence. The provisions of any Order and these Purchase Terms will be read, to the extent possible, to be consistent. If a provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless either (i) the provision of the Order specifies characteristics, quantities, prices, delivery times or other similar commercial terms for Goods and/or Services to be provided under that Order, or (ii) the Order specifically states that the provision in the Order will prevail.

1.3 Acceptance. An Order shall be deemed accepted by Seller upon the earliest of (i) Seller issuing an electronic confirmation or written acceptance of the Order, (ii) Seller's commencement of work on the Goods and/or Services subject to the applicable Order, or (iii) shipment of the Goods and/or delivery of the Services subject to the applicable Order.

1.4 Changes. Tyson shall have the right at any time to make changes in drawings, designs, specifications, payment methods, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of an Order, an equitable adjustment will be made and the applicable Order shall be modified in writing accordingly. Seller agrees to accept any such changes to any Order or decline such changes promptly in writing.

1.5 References to Laws. A reference to any law, rule, or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or reenactment and includes any subordinate legislation for the time being in force made under it.

## . COMPENSATION

2.1 Price. The price of the Goods and/or Services shall be as stated in the Order and unless otherwise agreed in writing by Tyson shall be C.F.R.. delivered and inclusive of all other charges including but not limited to customs, duties, all sales, use, excise and property taxes, shipping, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. In the event a price is not contained in an Order, Tyson's agent or representative must be notified of the price and its written acceptance obtained before Seller accepts such Order. No additional costs, fees, surcharges or expenses of any kind shall be added to the Order without the advance written consent of Tyson.

2.2

### 3.4 Title and Risk of Loss.

in or replace any Non-Conforming Goods, Tyson may make such repairs or replace such Goods and charge Seller any cost incurred. For Non-Conforming Goods whose defect or nonconformity is not apparent on examination, Tyson reserves the right to require correction or replacement as well as payment of damages.

3.11 Information Regarding Non-Conforming Goods. Seller will promptly furnish to Tyson all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Seller receives which suggest or indicate that any Goods, including but not limited to any ingredient, material, and/or any packaging or supplies used in connection with any Goods, may be Non-Conforming Goods.

3.12 Food Related Provisions. Seller represents, warrants and guarantees that Goods which are food related products, including the contents, packaging, and labeling, sold to, constituting or being a part of any shipment or other delivery now or hereafter made by Seller to or on the order of Tyson, and their manufacture, branding and sale, will at the time of such shipment or delivery comply with any applicable laws and regulations, including but not limited to food and drug laws and regulations.

4.3 Compliance with Tyson Policies and Procedures in Performance of Services. Seller will ensure that the Seller personnel, while assigned to provide Services or otherwise visiting or accessing Tyson's facilities, will (i) comply with Tyson's then-current environmental, health, safety, and security policies and procedures and other policies and regulations applicable to Tyson personnel at those facilities, (ii) comply with all reasonable requests of Tyson personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

4.4 Rights for Non-Conforming Services.



8.2 Supplier Code of Conduct. Seller represents and warrants that it has read and that it will comply with the principles, expectations and requirements stated in the TYSON SUPPLIER CODE OF CONDUCT (PDF). Tyson shall have the right to request and review all relevant records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Tyson

itself for any purpose other than performing the applicable Order unless Seller obtains written permission from Tyson 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 Tyson shall be deemed secret or confidential. Seller's confidentiality obligations pursuant to this Section 10, as applicable will survive (i) perpetually for trade secrets and personally identifiable information and (ii) for a period of five (5) years from the date of Tyson's disclosure for all other Confidential Information.

Seller will return or destroy any Confidential Information promptly upon Tyson's request. If Tyson so requests, Seller will provide a certificate, signed by an authorized representative, certifying that all confidential information has been returned or destroyed.

#### . RECORDS AND INSPECTION RIGHTS

At all times Seller shall maintain accurate books and records containing information regarding the raw materials, production, storage, sale, shipment, pricing of and payment of any Goods and/or Services purchased under an Order. These books and records shall be kept in accordance with all legal requirements, industry practice and generally accepted accounting principles, as applicable, and preserved for not less than three (3) years after creation. Tyson and its agents and representatives have the right, but not the obligation, to examine the books and records of Seller for the purpose of verifying Seller's compliance with its obligations under these Purchase Terms and any Order. Any such examination shall be during business hours in Seller's principal offices, the facility where the Goods and/or Services were produced, or such other location or method as Tyson may reasonably request. Seller shall cooperate with Tyson's examination, which cooperation shall include making Seller's officers available for discussion of Seller's books, records and compliance with these Purchase Terms and any Order. The examination shall be at Tyson's expense, provided that, in the event Seller has failed to perform its obligations under these Purchase Terms, any applicable Order, or laws, the expense of examination plus other damages incurred by Tyson shall be paid by Seller. Tyson also has the right, but not the obligation, to inspect any facility where the subject Goods are produced or stored or Services rendered for the purpose of verifying compliance of such facilities with applicable law, compliance with these Purchase Terms and any Order, and compliance with Tyson's food safety, quality and other manufacturing and storage standards, practices and procedures. Seller will provide copies of such books and records as Tyson may reasonably request, provided that Tyson agrees to maintain any information contained in such books and records which is confidential and proprietary information of Seller in the same manner that Tyson maintains its own confidential and proprietary information. Tyson will not use any such confidential and proprietary information of Seller except as contemplated by these Purchase Terms.

#### . APPLICABLE LAW - JURISDICTION

12.1 Applicable Law. These Purchase Terms and every Order will be governed by and construed in accordance with the laws where principal place of business of Tyson entity issuing the Order is located, without giving effect to the principles of conflicts of laws.

12.2 Jurisdiction/Venue. Each party irrevocably agrees that any legal action, suit or proceeding and all disputes arising out





