

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Offer and Acceptance: Chobani hereby offers to purchase from Seller the Products and/or Services described on the face of the Purchase Order subject to these Standard Terms and Conditions. These Standard Terms and Conditions, together with the information contained on the face of the Purchase Order, and any attachments and exhibits, including any Specifications and SOW, whether physically attached or expressly incorporated by reference (collectively the "**Purchase Order**"), constitutes the entire agreement between Chobani and Seller with respect to the subject matter of the Purchase Order. Any term or condition different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence of Seller, irrespective of the timing, shall not form a part of the Purchase Order and is hereby expressly rejected, even if Seller purports to condition its acceptance of the Purchase Order on Chobani's agreement to such different or additional term or condition. Seller's acceptance of the Purchase Order or commencement of performance of the Purchase Order (including, commencement of Services, the making or delivery of Products or ordering of materials), whichever occurs first, shall constitute Seller's acceptance of the Purchase Order.

2. Definitions: Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 19 below.

3. Price and Payment Terms: (a) The price payable by Chobani for the Products and/or Services is the price for the Products and/or Services appearing on the face of the Purchase Order. If no price appears on the face of the Purchase Order, the price for the Products and/or Services shall be the price from the most recent order between Chobani and Seller, if any, and shall not be higher than that last quoted by Seller. The price is not subject to increase. Seller warrants that any prices, rates, discounts and allowances on the Products and/or Services are not less favorable than the lowest price currently extended to any other customer of Seller for the same or like Products in equal or lower quantities and/or for the same or like Services. Seller agrees to reduce prices or increase discounts and allowances, prospectively in the event of any general price reduction or cost reduction and retroactively in the event that more favorable terms have been made available to other customers of Seller during the term of the Purchase Order. (b) Unless otherwise specified in the Purchase Order, the price for the Products and/or Services includes all taxes and other charges such as packaging, shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. (c) Seller represents and warrants to Chobani that the price for the Products and/or Services and all terms of purchase and any allowances made available to Chobani under the Purchase Order comply (and will comply) with all Applicable Law, including the Robinson-Patman Act and the U.S. Foreign Corrupt Practices Act. (d) Chobani will pay Seller the price for the Products and/or Services in accordance with the payment terms set forth in the Purchase Order following the latest to occur of: (i) the Delivery Date(s); (ii) the date of Chobani's acceptance of all of the Products and/or Services; or (iii) 60 days after Chobani's receipt of a properly prepared invoice, unless Chobani elects to remit payment of a properly prepared invoice within 10 days after Chobani's receipt of such properly prepared invoice whereby Chobani shall receive a 2% discount on the invoice amount and Chobani's payment shall reflect such reduced amount. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Seller's certification of conformance of the Products and/or Services to the Specifications. Unless otherwise specified on the face of the Purchase Order, payment will be in the currency of the country in which the Chobani entity identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Chobani will determine the local currency equivalent of the price as of date of payment. Chobani may, at any time, set-off any amounts Seller owes Chobani against any amounts Chobani owes to Seller or any of its affiliated companies.

4. Delivery and Risk of Loss: (a) Unless otherwise expressly instructed by Chobani, Seller will deliver all Products to Chobani's facility at the address set forth in the Purchase Order. Shipping terms are F.O.B. Chobani's facility per UCC (or DAP Chobani's facility per INCOTERMS 2010 for international shipments). Seller assumes responsibility for all shipping and delivery charges including customs, duties, costs, taxes and insurance. The method of shipment shall be in accordance with the Purchase Order or, if the Purchase Order is silent on the method of shipment, as selected by Chobani. Title to the Products and risk of loss thereof shall remain with Seller until acceptance by Chobani. (b) Seller will preserve, pack, package and handle the Products so as to protect the Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Chobani may otherwise provide. Without limiting the foregoing, Seller shall observe the requirements of any local laws and regulations relating to hazardous materials, including, without limitation, with respect to the documenting, packing, labeling, reporting, carriage and disposal thereof. (c) Seller will include with each shipment of Products an itemized packing slip identifying the Purchase Order number, the part number (if applicable) for each of the Products, the quantity and a description of each of the Products, and the date of shipment.

5. Time is of the Essence: (a) Time is of the essence; Chobani's schedules are based upon Seller's performance of its obligations under the Purchase Order, including delivery of the Products to Chobani and/or completion of the Services by the Delivery Date(s). Seller shall immediately notify Chobani upon knowing or suspecting that Seller will not be able to deliver the Products and/or complete the Services by the Delivery Date(s), shall state the reason for such failure and shall provide a new Delivery Date(s); provided, however, in the absence of Chobani's written consent, receipt of Seller's notice shall not constitute Chobani's waiver of Seller's obligations to deliver the Products

CHOBANI

and/or complete the Services by the Delivery Date(s) specified in the Purchase Order. (b) If the Products are not delivered and/ or the Services are not completed by the Delivery Date(s) specified in the Purchase Order, Chobani may, without liability and in addition to its other remedies, cancel the Purchase Order as to the non-conforming Products not yet delivered and/or non-conforming Services not yet completed, purchase substitute items or services elsewhere and charge Seller for any loss incurred, and/or reject such Products and/or Services. Chobani's acceptance of non-conforming Products and/or Services shall not be deemed a waiver by Chobani of its rights or remedies hereunder. (c) Products shipped to Chobani in advance of the Delivery Date(s) may, at Chobani's sole discretion, be rejected or returned to Seller at Seller's expense. Any provision herein for delivery of Products by installment shall not be construed as rendering the obligations of the Seller severable. (d) Chobani will hold any rejected Products at Seller's sole risk and expense, including storage charges, while awaiting Seller's return shipping instructions. Seller will bear all return shipping charges, including insurance charges Chobani incurs on Seller's behalf. Chobani may, in its sole discretion, destroy or sell at a public or private sale any rejected Products for which Chobani does not receive return shipping instructions within a reasonable time (which shall be not more than two days from Seller's receipt of Chobani's notice of rejection), and apply the proceeds, if any, first toward any storage charges.

6. Inspection and Rejection: (a) All Products and/or Services (whether or not paid for, partially paid for or fully paid for) are subject to inspection, testing and approval by Chobani at any place that Chobani may reasonably designate before Chobani's acceptance. Chobani shall have the opportunity to conduct adequate tests to determine whether or not the Products and/or Services conform to the Specifications. Chobani shall have the right to inspect or to be present at any test performed on any Products prior to shipment but no such inspection or observation of any test shall constitute acceptance of the Products or vary Chobani's right to conduct tests upon and after delivery of the Products. Payment for any Products and/or Services prior to Chobani's timely rejection of such Products and/or Services as non-conforming will not be deemed to constitute Chobani's acceptance of the Products and/or Services. (b) If the Purchase Order covers the design and/or construction of Products by Seller, Chobani's review or approval of Seller's designs, drawings or other material shall not relieve Seller of responsibility for errors in design, construction, or performance, nor constitute a waiver of Seller's responsibility for complying with any of the Specifications and other conditions of the Purchase Order. (c) In addition to any other rights it may have, Chobani expressly reserves the right, without liability hereunder, to refuse acceptance of and/or reject any Product and/or Service that (i) does not conform in all respects to (A) any instructions contained in or the terms and conditions of the Purchase Order, (B) the Specifications or (C) the warranties contained herein and, if broader, any other warranties made by Seller with respect to the Product and/or Service, notwithstanding Chobani's knowledge of a non-conformity, its substantiality or the cause of its discovery, (ii) are in excess of the quantities requested in the Purchase Order, or (iii) violate Applicable Law. (d) At Chobani's option, Chobani may (i) return non-conforming Product to Seller for a full refund or credit; (ii) require Seller to replace the non-conforming Product with conforming Product and/or re-perform the Service at no additional cost to Chobani; (iii) require Seller to repair the non-conforming Product so that it meets the applicable requirements (including those set forth in the Specifications); or (iv) accept the non-conforming Product and/or Service subject to receipt of a refund or credit in an amount Chobani reasonably determines to represent the diminished value of the non-conforming Product and/or Service. Products and/or Services corrected or replaced by Seller shall be subject to all of the provisions of the Purchase Order in the manner and to the same extent as Products and/or Services originally furnished under the Purchase Order.

7. Services: If the Purchase Order covers the performance of Services for Chobani or involves operations by Seller on the premises of Chobani, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that such injury is due solely and directly to Chobani's negligence shall indemnify and protect Chobani against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of the Purchase Order including the cost of defending against any such claim.

8. Representations and Warranties: (a) Seller represents and warrants that, as of the date of the Purchase Order and each Delivery Date(s): (i) (A) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order; (B) it has the right and unrestricted ability to assign the Products and/or Services, together with any associated Intellectual Property Rights to Chobani including, the right to assign any Products performed by Seller Personnel; (C) the Products and/or Services, inclusive of any associated Intellectual Property Rights and Chobani's use thereof, do not and shall not infringe upon any third party's Intellectual Property Rights or any other proprietary rights, whether contractual, statutory or common law; and (D) Seller will not disclose to Chobani, bring onto Chobani's premises, or cause Chobani to use any confidential or proprietary information that belongs to anyone other than Chobani or Seller which is not covered by a non-disclosure agreement between Chobani and Seller; (ii) the Products and/or Services (A), if intended for human consumption, are fit for human consumption, are of good quality, including good taste, texture, smell and coloring, and are in compliance with all applicable Kosher requirements; (B) conform in all respects to the applicable Specifications and to recognized commercial standards of quality and function; (C) are free from defects including among others in design, material and workmanship; (D) are fit for their intended purposes and use by Chobani and are merchantable; (E) were not produced and do not contain materials or ingredients which were produced using human trafficking or slavery; and all materials and ingredients incorporated therein comply with all laws, rules and regulations regarding human trafficking and slavery of the country or countries in which Seller or Seller's suppliers conduct business; and (F), in their final form and at all stages of production, comply with all Applicable Law including the Federal Food, Drug and Cosmetics Act, and all federal state, and local

CHOBANI

requirements such as those of the U.S. Department of Agriculture, U.S. Food and Drug Administration, the Idaho Department of Agriculture and the New York State Department of Agriculture and Markets; (iii) Seller has and is conveying to Chobani, good and, as applicable, marketable and transferable title to all Products, free and clear of any encumbrances, or deliverables resulting from the Services, provided hereunder, free from all liens and encumbrances; (iv) Seller's provision of the Products and/or Services, including the production of all Products and the performance of all Services, complies and will comply with all Applicable Law, including the Fair Labor Standards Act (including Sections 6.7 and 12 thereof and the regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof), The Occupational Safety and Health Act, the Toxic Substances Control Act (including the requirement that every chemical substance delivered appear on the list of chemical substances as compiled by the Environmental Protection Agency or have been submitted by Seller for inclusion on such list), Executive Order 11246 (including promptly supplying Chobani with all certifications required thereunder upon request), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and all standards and regulations issued under any of the foregoing; and (v) it shall perform the Services in a professional manner in accordance with applicable industry standards except to the extent a higher standard is specified in the Purchase Order or the applicable SOW in which case the higher standard shall apply. (b) ANY CONTRARY TERMS AND CONDITIONS OR OTHER ATTEMPTS BY SELLER TO DISCLAIM ANY SELLER WARRANTY, EXPRESS OR IMPLIED, PROVIDED UNDER THE UCC OR OTHERWISE, SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT WHATSOEVER. (c) Seller agrees that the warranties contained herein shall: (i) be in addition to, but not limited by, any other warranties of Seller, or any manufacturers' warranties, either express or implied by law, (ii) survive acceptance and payment by Chobani; and (iii) continue for the longest of (A) the period provided by Applicable Law, (B) 12 months from the date of acceptance by Chobani of the Products and/or Services or (C) the guarantee period (or comparable terminology) set forth in the Purchase Order or the Specifications. (d) In addition to any other rights and remedies to which Chobani may be entitled, during the period ending 12 months following Chobani's acceptance of any Product, if Chobani shall discover that the Product is nonconforming or defective or otherwise not as warranted: (i) and such non-conformity or defect is discovered after installation, Seller shall pay the cost of removal and replacement with the proper Product plus the cost of making good all work damaged or destroyed by or as a result of the non-conforming or defective Product or the removal or replacement of same; and (ii) Seller shall pay all costs arising from repairing or replacing the non-conformity or defect and putting the Product once again into operation, or, if the Product forms part of a larger object, putting the larger object once again into operation; and if the non-conforming or defective Product forms part of a larger object, the 12- month period shall commence upon delivery of that larger object and incorporation of the Product into the larger object, irrespective of the party by whom the remaining part of that object was manufactured or delivered. Upon delivery of the replaced or repaired Product pursuant to subsection (d)(i) preceding, and from the time when the object is once again put into operation pursuant to subsection (d)(ii) preceding, the term of the relevant warranty shall commence anew.

9. Intellectual Property: (a) Except as provided in subsection (b) hereof, Chobani is and shall be the sole and exclusive owner of all Products (including, all source code, technical design, graphical and interface designs, artwork, video, animation, data/content, database schema, format, documentation and other materials developed, created or delivered under the Purchase Order) and Seller hereby irrevocably assigns and transfers to Chobani all of its rights, title and interests in and to the Products, including all associated Intellectual Property Rights therein. If Seller or any Seller Personnel is ever held or deemed to be the owner of any Product or any Intellectual Property Rights therein, Seller agrees to cause its employees to execute and deliver, all documents and perform such acts as may be requested by Chobani to perfect, protect, evidence or effectuate its rights in such Products and all associated Intellectual Property Rights therein, and to otherwise implement and confirm the letter and intent of this Section 9. (b) Each party owns all rights, title, and interests in and to any of its Preexisting Materials. Seller hereby grants Chobani a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and to grant sublicenses, to use and reproduce Seller's Preexisting Materials contained in the Products, together with any new feature of design or improvement thereto. Unless otherwise specified in a SOW, Seller shall provide or cause to be provided to Chobani a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and to grant sublicenses, to use and reproduce all third party Intellectual Property Rights incorporated into, required to use, or delivered with the Products. (c) If a third party enjoins or interferes with Chobani's use of any Product, then in addition to Seller's obligations under subsection (a) of Section 16 below, Seller will use its best efforts to (i) obtain any licenses necessary to permit Chobani to continue to use the Product, including all associated Intellectual Property Rights; and (ii) replace or modify the Product as necessary to permit Chobani to continue to use the Product, including all associated Intellectual Property Rights; or if (c)(i) and (c)(ii) are not commercially reasonable, then (iii) promptly refund to Chobani the amount paid for any Product, including all associated Intellectual Property Rights, the use of which has been enjoined or interfered with by a third party. (d) Seller shall not sell or distribute in any manner whatsoever to persons other than Chobani or parties designated in writing by a duly authorized officer of Chobani any Products, including all associated Intellectual Property Rights, which in any way bear Chobani logos, trade names, trademarks or labels, even if the Products were rejected by Chobani as non-conforming.

10. Precision Products: (a) All Precision Products are and will continue to be Chobani's property. Seller will keep all Precision Products segregated and clearly marked, and Seller will maintain a complete inventory thereof. (b) Seller shall retain all Precision Products at its own risk. Seller shall insure such Precision Products against all risks

CHOBANI

as long as they are in Seller's actual or constructive possession. Seller shall deliver all Precision Products in a proper condition to Chobani simultaneously with the delivery of the last Product covered by the Purchase Order, unless Chobani instructs otherwise in writing. (c) Seller shall not directly or indirectly infringe or permit the infringement of the Intellectual Property Rights of Chobani or any other person in respect of any Precision Products. In particular, Seller shall not without Chobani's prior written consent use, or authorize or knowingly allow any third parties to use, any Precision Products in connection with or for any purpose other than the delivery of the Products and/or Services to Chobani.

11. Changes: Chobani shall have the right at any time to make changes to the Purchase Order, the applicable SOW or both. If any such changes cause an increase (or decrease) in the cost or the time required for performance of the Purchase Order or the SOW, an equitable adjustment shall be made and the Purchase Order or the SOW shall be modified in a writing signed by Chobani and Seller to reflect such changes. Seller agrees to accept any such changes to the Purchase Order, the SOW or both. Nothing contained in this Section 11 shall relieve Seller from proceeding without delay in the performance of the Purchase Order and, if applicable, the SOW in accordance with such change order.

12. Assignment, Subcontracting and Beneficiaries: (a) Seller may not assign any of its rights or delegate any of its obligations under the Purchase Order without Chobani's prior written consent. (b) Without limiting the foregoing, Seller may not subcontract any of its rights or obligations under the Purchase Order without Chobani's prior written consent. If Chobani consents to the use of a Subcontractor, Seller will: (i) guarantee and remain liable for the performance of all subcontracted obligations; (ii) indemnify Chobani for all damages and costs of any kind, incurred by Chobani or any third party and caused by the acts or omissions of any Subcontractor; and (iii) timely make all payments owing to its Subcontractors. If Seller fails to timely pay a Subcontractor for work performed, Chobani will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Seller by any amount paid to the Subcontractor. Seller will defend, indemnify and hold Chobani harmless for all damages and costs of any kind incurred by Chobani and caused by Seller's failure to timely pay a Subcontractor. (c) The Purchase Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Purchase Order whether as a result of applicable legislation, custom or otherwise.

13. Confidential Information; Duty Not to Disclose: Seller agrees that it shall not use or disclose, or permit the use or disclosure of, Chobani Confidential Information, except in the course of its performance of the Purchase Order. All use or disclosure of Chobani Confidential Information shall be for the sole and exclusive benefit of Chobani. Seller shall obtain Chobani's written consent prior to any publication, presentation, public announcement or press release concerning its relationship as a Seller to Chobani.

14. Termination/Cancellation: In the event of Seller's breach of any provision of the Purchase Order, the applicable SOW or both, Chobani shall have the right to cancel the Purchase Order and the applicable SOW at any time without liability. Chobani shall also have the right to cancel all or part of the Purchase Order or the applicable SOW, or both, without cause, at any time by written notice. Upon receipt of any notice of cancellation, Seller will inform Chobani of the status of all Products and/or Services as of the date of the notice, and Chobani will pay Seller for all Products and/or Services performed and accepted through the effective date of the cancellation. Chobani will have no further payment obligation in connection with any cancellation.

15. Security Interest of Chobani: Seller grants to Chobani a security interest, to the extent any advance payment is made by Chobani, in any Products made or purchased for the Purchase Order and agrees, promptly upon request of Chobani, to sign and deliver to Chobani appropriate UCC forms evidencing such security interest.

16. Indemnification: Seller shall defend, indemnify and hold Chobani harmless from and against any and all judgments, liabilities, damages, losses, expenses and costs (including court costs and attorneys' fees) which relate to or arise out of (a) Seller's design, manufacture, assembly, use, handling, sale or distribution of the Products sold under the Purchase Order; (b) the performance of the Purchase Order by Seller (including Seller Personnel); (c) Seller's breach of any representation, warranty or obligation under the Purchase Order; (d) Seller's actual or threatened violation of any Applicable Law; (e) infringement of a third party's Intellectual Property Rights or any other rights relating to or arising out of the Products and/or Services; or (f) any act, omission or negligence of Seller (including Seller Personnel) with respect to the performance of its obligations to any third party. This indemnity will survive Chobani's acceptance of and payment for the Products and/or Services under the Purchase Order and any cancellation of the Purchase Order. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by Seller. Nothing in this Section 16 shall limit any other remedy of Chobani.

17. Liability: (a) NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, CHOBANI WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT CHOBANI PAID TO SELLER FOR PRODUCTS AND/OR SERVICES ACCEPTED IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY. (b) IN NO EVENT WILL CHOBANI BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT CHOBANI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) THE LIMITATIONS OF LIABILITY CONTAINED HEREIN WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED

CHOBANI

HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

18. Insurance. (a) Seller shall, at its own expense, secure and maintain throughout the term of the Purchase Order, insurance coverage in amounts not less than the following: (i) Workers' Compensation and Employer's Liability Insurance in full compliance with Applicable Law. The limits of liability of Workers' Compensation Insurance shall be not less than the limits required by Applicable Law. The Employer's Liability Insurance shall have minimum limits of \$100,000 per employee by accident/\$100,000 per employee by disease/\$100,000 policy limit by disease (or, if higher, the policy limits required by Applicable Law); (ii) Commercial General Liability Insurance (including coverage for Contractual Liability assumed by Seller under this Agreement, Premises-Operations, Completed Operations-Products and Independent Contractors) providing coverage for bodily injury, personal injury and property damage with limits of not less than \$5,000,000 per occurrence. This coverage may be provided with a combination of primary (not less than \$1,000,000 per occurrence) and excess insurance policies; and (iii) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles, providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000 per occurrence, unless a greater amount is required by Applicable Law. (b) Seller shall further secure and maintain throughout the term of the Purchase Order such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place, including: (i) Professional Liability (also known as Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors and omissions arising of Seller's operations or the Products and/or Services in any amount not less than \$5,000,000 per occurrence; (ii) All-risk property insurance covering loss or damage to Seller-owned or -leased equipment and other tangible assets used to provide the Products and/or Services in an amount not less than the full replacement cost of such equipment and assets; and (iii) Insurance required by contractors or general contractor documents, each such policy to be in the amount stipulated in the general contractor documents. (c) Seller shall provide Chobani certificates of insurance setting forth the coverage as required above, together with the insurance company's name, policy number and expiration dates of insurance. Seller shall add Chobani as an additional insured on its Commercial General Liability policy and such coverage shall be primary and non-contributory to any applicable coverage carried by Seller. Chobani shall be given not less than 30 days prior written notice of cancellation, reduction or non-renewal of any policy of insurance required hereunder. Failure of Seller to provide the certificates referenced hereunder, or failure of Chobani to hereafter specifically request such certificates, shall in no way limit or release Seller of its obligations or liability hereunder. Seller's obligation to provide the insurance specified herein shall not limit or expand in any way obligation or liability of Seller under the Purchase Order. Seller waives its right of subrogation against Chobani.

19. General. (a) Notwithstanding the expiration or termination of the Purchase Order, any rights and obligations which by their nature extend beyond such expiration or termination shall survive the expiration or termination of the Purchase Order, including the provisions of Sections 9, 13, 14, 15, 16, 17 and this Section 19. (b) The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York, United States of America, without regard to its conflict of laws principles or rules. Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Albany County, New York, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. The English language version of the Purchase Order shall govern and control any translation of the Purchase Order into any other language. The parties specifically waive application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The word "including" shall mean including without limitation. (c) Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by facsimile or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail. (d) If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of the Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties. (e) No course of dealing or failure by either party to strictly enforce any term, right or condition of the Purchase Order will be construed as a waiver thereof. Any purported waiver by either party will only be enforceable if in writing signed by such party, and will not be deemed to waive any later breach of the same or any other term, right or condition. The Purchase Order and applicable SOW may not be amended except by written agreement of Seller and Chobani expressly referring thereto. (f) All capitalized terms used in this Agreement, to the extent not defined elsewhere in the Agreement, shall have the following meanings: "**Applicable Law**" means any statute, law, ordinance, rule or regulation promulgated by any federal, state, local or foreign government or court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority. "**Chobani**" means Chobani, LLC, a Delaware limited liability company, and each of its parent, subsidiaries and affiliates (which shall include any corporation or entity which, directly or indirectly, controls, is controlled by or is under common control with, Chobani, LLC), and each of their respective successors and assigns, individually and collectively. "**Chobani Confidential Information**" means Chobani's commercial, business and/or technical information, such as its business plans (including, its contemplated future business and prospects), operations, specifications, formulas,

CHOBANI

processes, methods, inventions, concepts, ideas, applications, ingredients, recipes, know-how, discoveries, technology, intended use or sale of products, capabilities, systems, pricing, controls, standards, customers, suppliers and any other information that Chobani regards as confidential, proprietary or private in nature, all of which is the valuable property of Chobani, including Chobani's trade secrets and certain proprietary, technical and business information furnished to Chobani by third parties on a confidential basis. Chobani Confidential Information includes all Chobani Confidential Information to which Seller may become privy, whether in writing, oral, by visual observation, or any other form, even if not marked as confidential, restricted, proprietary or other similar designation. Chobani Confidential Information supplied by Chobani to Seller prior to the issuance of the Purchase Order shall be considered in the same manner and be subject to the same treatment as the Chobani Confidential Information made available after the issuance of the Purchase Order. Chobani Confidential Information shall not include information that (a) was in Seller's lawful possession prior to its receipt of the same from Chobani and is not otherwise subject to non-disclosure or agreement of confidentiality; (b) is now or becomes available to the public through no illegal or unauthorized act or omission on the part of Seller or Seller Personnel; (c) was received by Seller without restriction from a third party who was lawfully in possession of such information and who was not in breach of any agreement or any confidential relationship, direct or indirect, with Chobani; or (d) is or was independently developed by Seller Personnel to whom Chobani Confidential Information was not divulged or available. **"Delivery Date(s)"** means the date or dates specified in the Purchase Order by which the Seller is required to deliver the Products and/or complete performance of the Services. **"Intellectual Property Rights"** means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including moral rights and mask works, and all derivative works thereof; (ii) trademark, service mark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing). **"Precision Products"** means any and all models, stamps, drawings, forms, molds and/or other precision products, including parts and auxiliary parts delivered by Chobani to Seller in connection with the Purchase Order, or manufactured or bought by Seller on behalf and for account of Chobani. **"Preexisting Materials"** means any Intellectual Property Rights or tangible personal property of Seller or Chobani created before the date of the Purchase Order or outside the scope of the Purchase Order. **"Products"** means, individually and collectively, all materials, supplies, equipment, parts, accessories, ingredients, drawings, designs (including calculations, models and molds) and other items specified in the Purchase Order to be sold or leased to Chobani and, unless the context otherwise requires, installation and other Services related to the Products which Seller has agreed to provide. **"Seller"** means the seller identified in the Purchase Order. **"Seller Personnel"** means Seller's employees, consultants, agents, independent contractors and Subcontractors. **"Services"** means, individually and collectively, the services that Seller is to perform for Chobani specified in the Purchase Order, together with all deliverables resulting from the Services provided, and including any installation services related to the Products which Seller has agreed to provide. **"Specifications"** means any and all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets, guarantees, warranties and other materials or performance criteria describing or detailing applicable requirements or attributes of and relating to the Products and/or Services, including Seller's quotation or proposal, and Seller's brochures or catalogs. **"Statement of Work"** or **"SOW"** means the document specifying, without limitation, the scope, objective and/or time frame of the Products and/or Services that Seller will provide to or perform for Chobani; if there is a conflict between the terms of the Purchase Order and those set forth in an SOW the conflict will be resolved in favor of the Purchase Order. **"Subcontractor"** means a third party performing work under an agreement with Seller. **"UCC"** means the New York Uniform Commercial Code.