KEHE DISTRIBUTORS, LLC
SUPPLIER POLICIES & PROCEDURES
November 1, 2025

Certified B Corporation

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KeHE Distributors
Supplier Policies & Procedures

Effective November 1, 2025

Dear Supplier,

Thank you for being one of KeHE's valued supplier partners. We appreciate our partnership, and we look forward to sharing more information about our team, our distribution capabilities, and the fundamentals of going to market with KeHE.

Founded in 1952 by entrepreneur Art Kehe, converted into an employee-owned company in 2001, and designated as a B Corporation in 2016, KeHE Distributors, LLC ("**KeHE**") distributes natural & organic, specialty, and fresh products to retailers across the U.S. and Canada. KeHE provides distribution services to conventional, natural, independent, and ecommerce customers from its distribution centers ("**KeHE DC(s)**"), with KeHE transportation services that provide coverage to every state.

KeHE supports and distributes brands with high quality ingredients, making it the go-to natural and organic choice for healthy eating and sustainable living. KeHE takes pride in its product assortment, offering the latest products and cuisines from around the globe to satisfy ingredient-savvy and socially conscious consumers, specifically in the specialty, natural, and fresh product arena. KeHE offers organic, non-GMO, regenerative, gluten-free, biodynamic, Fair Trade, vegan, probiotic, international, as well as a host of other niche products that retailers need.

To remain a leader in the industry, we expect our suppliers ("**Suppliers**") to live up to a set of compliance and performance standards, enabling us to maximize each Supplier's opportunities for success at retail stores, while at the same time, providing the most value to our retail customers. As such, we've created these ***Supplier Policies & Procedures*** (sometimes referred to as the "***Supplier P&P***") to govern all purchases by KeHE, its subsidiaries, and affiliates, from Suppliers and cover all business conducted through current and future KeHE DCs.

If you have any questions related to these ***Supplier Policies & Procedures*** or need additional information, please contact your Supplier Manager.

At KeHE, WE SERVE TO MAKE LIVES BETTER®.

We are excited for you to join us on this mission!

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KEHE CONTACT LIST & REFERENCE GUIDE

New Supplier & Product Set Up Submission	Supplier's assigned Category Manager (CM)
New Product Submission from Existing Supplier	Submit on the "Manage Products" dropdown selection in the KeHE CONNECT Supplier® Portal
Certification Submission (e.g., Non-GMO, Kosher, Organic, etc.)	Submit on the "Supplier Management" dropdown selection on the KeHE CONNECT Supplier® Portal
Foreign Supplier Verification Forms	suppliersupport@kehe.com
Product Change Forms	suppliersupport@kehe.com
Price Change Submission	Submit on the "Manage Prices" dropdown selection on the KeHE CONNECT Supplier® Portal
PO Opportunity Form (Discrepancy for PO, pack or pricing)	suppliersupport@kehe.com
Request for Repayment	Submit on the "KSolve" dropdown selection on the KeHE CONNECT Supplier® Portal
Out of Stock for ≥ 28 Days	unavailablelongterm@kehe.com
Product Recalls (See *Supplier Expectations Manual*)	keherecall@kehe.com
National Promotion Submission	Submit on the "Manage Promotional Roadmaps" dropdown selection on the KeHE CONNECT Supplier® Portal
Transportation	ibtrans@kehe.com
Lumping, Pallet Labeling, Warehouse	inboundlogistics@kehe.com
Delivery Method Change Request	freightrequests@kehe.com
Invoice Submission	Preferred Method: EDI 810 Manual via Email: APtradeinvoices@kehe.com
EDI Requests or Issues	*See Supplier Technology Guide*
KeHE CONNECT Supplier® Portal	*See Supplier Technology Guide*

NEW SUPPLIER DOCUMENT CHECKLIST

Signed and submitted:

- **Hold Harmless Agreement and Guarantee/Warranty of Product Agreement**
- **Certificate of Product Liability Insurance:**
  - Requirements: (1) KeHE Distributors, LLC & its affiliates, successors, subsidiaries, and assigns named as an additional insured; (2) $2,000,000 minimum per occurrence, and $2,000,000 in the aggregate, for general and product liability; and (3) Minimum per occurrence of $5,000,000 for vitamins, minerals, herbs, nutritional supplements, seafood, or meats (including, but not limited to, beef, pork, poultry, lamb or deli meats). Supplier may satisfy these requirements through a combination of primary and umbrella policies.
- **Supplier P&P Terms Form**, with the current accompanying KeHE Supplier Fee Schedule ("***Fee Schedule***")
- **Supplier Information Form** (Includes Federal Tax ID & Bio-terrorism Form)
- **W9 Form, Request for Taxpayer Identification Number and Certification**.
- **Supplier's Blank Invoice**
- **Broker of Record Form** (if applicable)
- **Product Pricing and Spec Sheet**
- **FSVP Importer Forms and documents** (if applicable)
- **Organic, Kosher, Non-GMO, Gluten Free Certificates**, **CBD Packet**, **Prop 65 Form, Prop 12 Form**, or other compliance, certifications, or food safety documents, as applicable

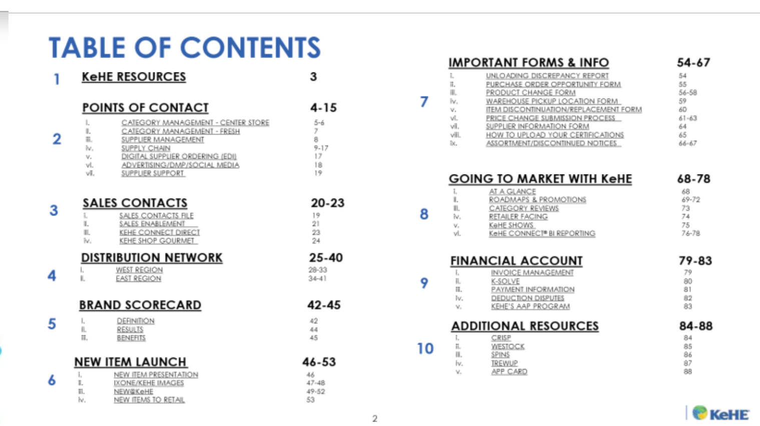
Reviewed for Compliance and Accepted:

- **Supplier Code of Conduct**
- **Supplier Expectations Manual**
- **Inbound Routing Guide & Product Handling Requirements** ("***Inbound Routing Guide***")
- **Supplier Technology Guide**

Reviewed as a Resource:

KeHE's Supplier Connections Navigating KeHE E-Book

For an outline of all current contact information for current Category Managers ("**CM(s)**"), Supplier Managers ("**SM(s)**"), and comprehensive information on how to Go To Market with KeHE, please see ***KeHE's [Navigating KeHE E-Book](#)*** .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PART 1: BUSINESS TERMS

1 SUPPLIER REQUIREMENTS & GENERAL DEFINITIONS

1.1 Supplier Submission

Each Supplier must complete and submit the forms listed in the New Supplier Document Checklist (located on page 5) to its assigned KeHE Category Manager and Supplier Manager, or via the KeHE CONNECT Supplier® Portal (defined below), as applicable, to be activated in the KeHE network. KeHE may update its forms, or require additional forms, at any time. Note, the Effective Date listed herein is for all existing KeHE Suppliers. For new Suppliers onboarding with KeHE prior to the Effective Date, this version will govern immediately upon such date that the Supplier signs the ***Supplier P&P Terms Form***, or ships Products to KeHE, whichever is earlier.

PLEASE BE ADVISED: KeHE requires that Supplier's complete legal entity name be listed on all documents, including the type of company (Company, Co., LLC, Inc., Corp.). If a DBA is listed in the entity name, it must also be listed on all documents, including the invoice and W-9.

1.2 KeHE CONNECT Supplier® Portal

KeHE will provide Supplier access to KeHE's internet website for Suppliers, currently the "**KeHE CONNECT Supplier® Portal**," and Supplier expressly agrees to the Terms of Use and Privacy Policy found therein (Please see KeHE's ***Supplier Technology Guide*** for current website and URL information). KeHE will use the KeHE CONNECT Supplier® Portal to communicate information to Suppliers, as well as access to all forms, schedules, contact information, and supporting documents noted in these ***Supplier Policies & Procedures***. Additionally, the KeHE CONNECT Supplier® Portal provides access to a robust suite of reporting tools for Suppliers that participate in the KeHE CONNECT BI® Program, as outlined in Section 7. KeHE reserves the right to amend or modify these ***Supplier Policies & Procedures***, including its ***Fee Schedule***, by communicating modifications and/or amendments on the KeHE CONNECT Supplier® Portal. In such instances, KeHE will provide Supplier with no less than thirty (30) days' written notice on the KeHE CONNECT Supplier® Portal; however, KeHE reserves the right to revise immediately if any such revision is due to health and/or safety concerns. Supplier is required to monitor the KeHE CONNECT Supplier® Portal for any updates to these ***Supplier Policies & Procedures***, as well as monitor Supplier's account balance and at-risk Product inventory.

1.3 Supplier Contact Information; Brokers

It is Supplier's sole responsibility to update Supplier's current contact information on the KeHE CONNECT Supplier® Portal, including Supplier's email address. Should Supplier fail to update this information, Supplier may not be notified of important communications. KeHE will not be liable to Supplier for failure to notify due to outdated or incorrect contact information. If Supplier is represented by a Broker, Supplier must complete the Broker of Record Form which authorizes such Broker to submit advertising and promotions via promotional roadmaps (located on the "**Promotional Roadmap**" dropdown in the KeHE CONNECT Supplier® Portal), price change submissions, and other documents on behalf of Supplier. Per Supplier's request, Broker will also be authorized to access Supplier's data via the KeHE CONNECT Supplier® Portal. KeHE, in its sole discretion, reserves the right to terminate Broker access to the KeHE CONNECT Supplier® Portal.

1.4 New Technology; IT Requirements

KeHE continuously looks to utilize new technology to update its processes and procedures, including those related to submission of documents, price change submissions, etc. All Suppliers are required to utilize Electronic Data Interchange (EDI) for PO transmission and confirmation, as further specified in Section 5. Supplier should monitor the KeHE CONNECT Supplier® Portal for notifications related to new ways that important documents and required information will be submitted. Additionally, KeHE may require Supplier to utilize specific technologies or operating systems for best functionality or updated processes, as specified in KeHE's ***Supplier Technology Guide*** document, located on the KeHE CONNECT Supplier® Portal.

2 PRODUCT REQUIREMENTS

To ensure consistency and compliance throughout the supply chain, KeHE requires all articles contained in any shipment or delivery made by Supplier ("**Products**") to meet certain quality, labeling, and other similar specifications, which are outlined in this section. Supplier should also read and verify Product compliance with KeHE's ***Supplier Expectations Manual*****.**

2.1 UPC Requirements; Product Information; Case Barcode Requirements.

All Products must have a scannable 12-digit UPC number (also known as a GTIN 12) on the Product unit being sold to the retailer, plus all additional product and case labeling instructions as specified in the ***Inbound Routing Guide***. All product information, shipping, handling, and storage information, including, but not limited to, any special instructions regarding seasonal temperature controls, as specified in the ***Inbound Routing Guide***, must be provided by Supplier at the time of Product set up. Product outer cases must also be properly labeled in accordance with labeling instructions and Case Barcode Requirements, as defined and specified in the ***Inbound Routing Guide***, or Supplier may be subject to fees and additional expenses, as further specified in the ***Inbound Routing Guide.***

2.2 Shelf Life

Supplier guarantees the shelf life for all Products received at KeHE DCs, as outlined in the ***Supplier P&P Terms Form.*** Shipments of Products to KeHE must meet the stated shelf-life guarantee at the time of Product receipt at the designated KeHE DC.

2.3 Product Changes

If there is a change to a Product's specifications (e.g., description, pack, weight, etc.), the Supplier must provide KeHE with a "***Product Change Form***," a copy of which can be found on the KeHE CONNECT Supplier® Portal. KeHE must receive a minimum of 90 days' written notice of changes prior to any Purchase Orders, as defined in Section 5, being filled by Supplier with the updated Product. In certain circumstances, KeHE may elect to accept updated Products sooner, however, this decision will be made in KeHE's sole discretion and must be confirmed in writing. Supplier is subject to applicable new Product charges, as set forth in Section 3 herein and in the ***Fee Schedule***, for any Product specification changes requiring a new Product set up.

2.4 Supplier Guarantee of Return Purchase

Supplier guarantees the return purchase from KeHE at KeHE's Landed Cost (as defined in Section 4.5) of all Products in KeHE's inventory with UPC changes, pack changes, or size changes. Supplier must submit the required Product Change information on the Product Change Form, including effective date of the Product change and disposition arrangements for the affected inventory. Once notified, KeHE will provide Supplier with a full count of the remaining Products in inventory. In the event Supplier elects to pick-up the remaining inventory, Supplier will arrange for pick-up within fourteen (14) days from the date such change is effective. If the Products are not picked up within such period, or if disposition arrangements are not otherwise indicated by Supplier on the Product Change Form, KeHE will use its reasonable discretion to determine whether the Products will be sold, donated, or salvaged, and charge to Supplier KeHE's Landed Cost of inventory, as well as any applicable fees and expenses.

2.5 Cut Cases

KeHE strives to ship Products in the most efficient case pack when possible. However, there are times when the marketplace dictates smaller case pack sizes, and KeHE has the capability to reduce case packs to smaller quantities. When "cutting cases" is required, KeHE will provide the service and charge back Supplier as outlined in the ***Supplier P&P Terms Form*** and accompanying ***Fee Schedule***. All case cut Products are still subject to KeHE's normal Supplier return procedures and deduction policies. "**Master Cases**" (where KeHE can simply remove smaller "inner" case packs, and where the inner case is the unit of sale) will not be subject to the fee. Please note: KeHE requires a consistent case pack for all KeHE DCs.

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3 NEW PRODUCTS & STORE OPENINGS

When new Products are introduced into the KeHE network, there are special terms and conditions that apply. Additionally, some retail customers require Free Fills, as defined below, to support their new store openings or new Product introductions. This section outlines these special situations.

3.1 New Product Submission, Set Up Fee, & Introductory Allowance

The KeHE CONNECT Supplier® Portal is the required method of submission for all new Products and Product Information. Supplier will be charged a new Product set-up fee and introductory allowance for each SKU per KeHE DC in which Products are activated, which will be billed back to Supplier. Such terms and fees are outlined in the ***Supplier P&P Terms Form*** and accompanying ***Fee Schedule***. Additionally, as part of its digital data collection for all Products, Supplier must subscribe to the data exchange solution from KeHE's third-party data provider, as specified in KeHE's Supplier Technology Guide. All "live" case samples must be submitted to the data provider's studio, and all charges will be managed directly between the provider and Supplier. For more information about these requirements, please reference KeHE's ***Navigating KeHE E-Book***, as well as KeHE's ***Supplier Technology Guide***.

3.2 Initial Orders & New Product Introductions

Each Supplier must agree to accept return of all unsold Product purchased by KeHE from the date of first receipt through the first six (6) months on all new Products introduced into a KeHE DC. Additionally, and notwithstanding the payment terms as specified in Section 4, when Supplier's Products are introduced into a new KeHE DC, all initial orders into such KeHE DC will be subject to payment hold until such initial orders have been fully sold through by the applicable KeHE DC. This includes seasonal, holiday, and reactivated Products based on first slot date into a KeHE DC regardless of whether the Product was previously introduced into another KeHE DC. Supplier will accept financial responsibility for any unsold inventory at KeHE's Landed Cost. Suppliers are encouraged to collaborate with KeHE's Supply Chain Team to determine appropriate initial order quantities on new Products, and Supplier acknowledges it is best practice for Supplier to monitor its Products on the KeHE CONNECT Supplier® Portal via the reporting functions available through the KeHE CONNECT BI® Program, as outlined in Section 7.

3.3 Free Fills for Placement & Slotting Programs

"**Free Fills**" are free Products provided by Suppliers to support both new Product distribution points, as well as new store openings with retailers. KeHE administers two (2) types of Free Fills for our retail customers:

> **(1) Placement Programs:** Supplier will participate in "**Placement Programs**," which require Supplier to provide either: (1) one case of Supplier's Products based on KeHE's customer order at no charge for new points of distribution at existing locations and new store openings; or (2) Products at no charge as otherwise dictated by the retailer. Placement Programs will be processed and charged back to Suppliers based on KeHE's Wholesale Price. KeHE's "**Wholesale Price**" for each Product by KeHE DC can be located on the KeHE CONNECT Supplier® Portal.
>
> **(2) Slotting Programs:** Some KeHE retail customers require additional "**Slotting Programs**," for new points of distribution at existing locations and new store openings, separate from Placement Programs. This requirement is solely dictated by the retailer, and KeHE only acts as the billing agent for the retailer, as mandated by their requirements. Retailer required Slotting Programs will be charged back to Suppliers based on the amount the retailer charged KeHE, plus any applicable Fees, as outlined in the ***Supplier P&P Terms Form*** and ***Fee Schedule***.

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4 PAYMENT TERMS AND PRICING

KeHE's payment terms are as outlined in the ***Supplier P&P Terms Form***. The below section outlines the terms and conditions surrounding KeHE's payment terms, repayment procedures, audits, and pricing related issues.

4.1 Payment Terms

The payment due date for all invoices, including special events or seasonal periods, is calculated from the later of either: (a) the date of receipt of invoice at KeHE's billing address, or (b) the date KeHE receives the Products into the KeHE DC, case count is confirmed, and the Products are available for sale by KeHE. Payment will be considered timely and to be within payment terms if a check has been mailed or sent via electronic funds transfer (EFT) on or before KeHE's first payment cycle following the due date. Please note, if Supplier is in Debit Balance when an invoice payment is due, the payment due for such invoice will be considered paid, and Supplier will not receive a payment from KeHE on any additional invoices during such time. Payment will then resume on the next invoice received after Supplier is no longer in Debit Balance. "**Debit Balance**" will mean when Supplier's account reflects that Supplier owes KeHE an amount that is greater than the open invoice(s) KeHE owes to Supplier at the time payment is due. Payment terms discounts for early payment are calculated based on the net invoice amount and will still apply to invoices offset by amounts due to KeHE (for clarity, including Suppliers in Debit Balance). Supplier will provide an invoice for payment within thirty (30) days of delivery, and on each invoice: (1) the invoice must reference the correct KeHE PO numbers; (2) the invoice line-item details must match the PO(s) submitted; and (3) the KeHE DC ship to location must match the PO(s) submitted.

4.2 Special Event Payment Terms

During special events or seasonal periods, KeHE requires specific payment terms on pre-packs and seasonal SKUs, as well as on all merchandise for new KeHE DC openings. Such special event payment terms are outlined in the ***Supplier P&P Terms Form***.

4.3 Open Balances Due to KeHE

All amounts due to Supplier are subject to offset and deduction of amounts due to KeHE by Supplier, including, but not limited to, all deductions specified herein. If deductions owed by Supplier to KeHE are greater than any outstanding invoices owed by KeHE to Supplier, KeHE may collect on amounts owed at any time, and Supplier must pay such amount by check within fourteen (14) days. If a Product is discontinued, or if there is a similar foreseeable event that is likely to result in a Supplier Debit Balance (e.g., a recall), KeHE may withhold payment of Supplier's invoices until the deductions related to such event have been processed, and KeHE will then pay Supplier any outstanding or remaining balance after offset. Supplier is expected to monitor the status of Supplier's account, including the Supplier invoices that are offset due to amounts owed to KeHE, on the KeHE CONNECT Supplier® Portal. Invoices that are offset due to amounts owed to KeHE are still subject to payment terms discounts for early payment.

4.4 Request for Repayment Procedures

If Supplier wishes to dispute any payment deductions, Supplier must send its detailed request electronically within one hundred and eighty (180) days of KeHE's deduction from Supplier's invoice on the KeHE CONNECT Supplier® Portal, currently in "**KSolve**," otherwise Supplier's objection is waived. Supplier must provide all necessary back-up and/or detail in Supplier's possession when sending the request, including written communication between Supplier, broker, or KeHE personnel (Account Manager or Supplier Manager), as well as the KeHE PO number and the bill of lading or other proof of delivery signed by a KeHE employee. Supplier will be credited for deductions only if KeHE determines that a deduction error has occurred. If the deduction error occurred due to a deduction from the retailer, KeHE will only reimburse or repay the Supplier when and if KeHE has been reimbursed or repaid by the retailer.

4.5 KeHE's Landed Cost.

"KeHE's Landed Cost" or **"Landed Cost"** means Supplier's most recent price submitted to KeHE, plus all applicable freight and handling charges, fees, and expenses associated with moving the Products into KeHE DCs.

4.6 Supplier Pricing

Unless otherwise agreed, all Suppliers will be designated as KeHE Pick Up, as defined in Section 6, with KeHE's transportation department managing the freight for pick up. Supplier must provide KeHE with pricing for both F.O.B. Origin (per KeHE Pick Up) and F.O.B. Destination (Supplier Delivered, as defined in Section 6) pricing to KeHE DCs. KeHE's preferred method of pricing is Supplier Delivered, with a pick up allowance. KeHE may change a Supplier's delivery method at KeHE's discretion with ninety (90) days' written notice to Supplier. Additionally, Supplier shall include all taxes, duties, and other fees and expenses to KeHE in the Product pricing. KeHE will not pay any Product related costs not built into the Product price. Supplier pricing and terms shall be no less favorable to KeHE than those offered to any other distributor purchasing comparable quantities. KeHE is continuously looking to improve its processes, and Supplier must monitor the KeHE CONNECT Supplier® Portal and the ***Supplier Technology Guide*** for updates on price list requirements.

4.7 Price Change Notification and Justification

To meet processing and lead-time requirements for price changes in the marketplace, all Supplier cost changes must be received by KeHE at least ninety (90) days prior to KeHE's published price change effective date. The current KeHE Price Change Calendar can be found on the KeHE CONNECT Supplier® Portal. Price change submissions must be submitted electronically via the KeHE CONNECT Supplier® Portal. Price changes will not be considered submitted until KeHE has received all required information, including information outlining the specific justification for change and copies of published Supplier price lists. If a Supplier has an Every Day Low Price ("**EDLP**") or Every Day Low Cost ("**EDLC**") agreement with a retailer, Supplier will honor any price difference caused by a price change until such EDLP or EDLC agreement expires. KeHE reserves the right to reject the submitted price change if the increase is unreasonable considering available information from the marketplace or competing Product pricing. KeHE is continuously looking to improve its processes, and Supplier must monitor the KeHE CONNECT Supplier® Portal and the ***Supplier Technology Guide*** for updates on submission of price changes.

4.8 Price Protection

In the event of a price change that results in a decrease of KeHE's Landed Cost, Price Protection of existing inventory is required. "**Price Protection**" means a credit to KeHE for the difference between KeHE's previous Landed Cost and KeHE's new lower Landed Cost for all Supplier product in KeHE's inventory; this includes price decreases that result from delivery method changes. KeHE will charge back Supplier the Price Protection credit based on the lost inventory value as of the effective date of any price change.

4.9 Audits

Supplier shall keep full and detailed accounts for a period of not less than two (2) years and shall exercise such controls as may be necessary for proper, accurate, and reliable financial management with respect to transactions with KeHE. KeHE reserves the right to audit up to two (2) years of Supplier's transactions with KeHE, provided, however, KeHE reserves the right to audit Supplier's transactions beyond two (2) years if required by the retailer or customer. Auditable transactions include, but are not limited to, items such as invoices, price changes, promotions, credits, and chargebacks. As noted in Section 8 of these ***Supplier Policies & Procedures***, all retailer marketplace expenses will be passed through to Supplier, and, in the event a retailer or customer deducts claim amounts from KeHE for a Supplier's Products or agreements, KeHE reserves the right to charge these amounts back to Supplier beyond two (2) years. When claim amounts are identified by a third-party auditor, KeHE will provide thirty (30) days' notice prior to deducting such amounts. Claims resulting from an internal KeHE or retailer audit will be subject to deduction from amounts due to Supplier immediately.

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5 PURCHASE ORDERS

To order all Products from Supplier, KeHE will place a purchase order ("**Purchase Order(s)**" or "**PO(s)**"). This section outlines the procedures related to acceptance and fulfillment of KeHE's POs.

5.1 Purchase Order Transmission and Confirmation; EDI

A KeHE PO must be submitted prior to all Product shipments, regardless of shipping method. All Suppliers are required to utilize Electronic Data Interchange (EDI) for PO transmission and confirmation, and Supplier must comply with all EDI requirements (including EDI documents, such as EDI 855 Order Acknowledgement), as further specified in KeHE's ***Supplier Technology Guide***. KeHE may use a third-party service provider for processing payments via EDI, and Supplier shall additionally comply with the terms and conditions as specified by such provider. In the event KeHE agrees in writing that Supplier may submit POs via an alternative method other than EDI, Supplier shall: (1) confirm POs within forty-eight (48) hours of receipt; (2) confirm Products/quantities on such POs five (5) business days prior to pick up or shipping; and (3) provide advance shipment confirmation to KeHE's Supply Chain team with details as to Product shortages and/or delays by SKUs. Performance by Supplier shall constitute acceptance of KeHE's PO, including all documents incorporated herein by reference, and any updates made by KeHE posted on the KeHE CONNECT Supplier® Portal.

5.2 Purchase Order Discrepancies or Adjustments

Any adjustments to PO pricing or discounts will require a revised PO. To correct or adjust any PO, Supplier must promptly submit a "PO Opportunity Form" to the KeHE Supplier Support team at suppliersupport@kehe.com. Supplier also must submit a copy to the applicable KeHE buyer.

5.3 Purchase Order Payment

KeHE will only pay Supplier invoices based on **the lower of** KeHE's PO net price or Supplier's invoice amount, and payment shall be made based on KeHE's next regular payment cycle after due date.

5.4 No Substitutions or Backorders

KeHE does not accept Product substitutions or backorders. POs will not be revised to adjust order quantities due to Product shortages or out of stocks, and any PO adjustments must be initiated solely by KeHE. Supplier must maintain the fill rate and order fulfillment practices as specified in Section 6.

5.5 No Guaranteed Purchase or Performance Levels

KeHE does not guarantee any purchase or performance levels. Any Products not purchased by retailer will be returned to Supplier and/or charged back by KeHE per the terms outlined herein. KeHE does not commit to purchase a specific volume of any Products from Supplier, except as specified in the PO. Each PO is a separate arm's-length transaction. There are no rights and obligations between the parties other than as set forth in each PO, these ***Supplier Policies & Procedures****, and* any accompanying agreements, as specified herein.

5.6 Order Cancellation

Prior to Supplier's shipment of the Products, KeHE may cancel all or any part of any PO without liability. KeHE will not process payment for POs that have been canceled or deleted in KeHE's system without a proof of delivery signed by a KeHE employee, and any delivered, canceled, or deleted POs that are accepted by KeHE will still be subject to all KeHE fees and expenses.

6 SHIPPING AND RECEIVING

This section outlines certain shipping and receiving requirements. Supplier must also comply with KeHE's ***Inbound Routing Guide***, as may be amended from time to time on the KeHE CONNECT Supplier® Portal.

6.1 KeHE Pick Up & Supplier Delivered

KeHE utilizes the following shipping definitions when referencing shipping methods:

- **KeHE Pick Up** = KeHE or KeHE's designated carrier pick up at Supplier's designated pickup location, FOB Origin/Incoterms Ex Works (***subject to case count at KeHE DC,*** not pickup location), often known as "Collect" Suppliers.

- **Supplier Delivered** = Suppliers that ship to KeHE DCs, FOB Destination/Incoterms DDP, often known as "Prepaid" Suppliers.

Unless otherwise agreed, all Suppliers will be designated as KeHE Pick Up, with KeHE's transportation department managing the freight for pickup. KeHE may change its preferred shipping, receiving, delivery, and pick-up method(s) for Products at its discretion. KeHE may change a Supplier's delivery method at KeHE's discretion with ninety (90) days' written notice to Supplier. If a Supplier ships on a Supplier Delivered basis, Supplier is responsible for all shipping charges, fuel surcharges, and accessorial costs (e.g. detention, re-weighing, and re-delivery).

6.2 Shipping & Receiving Compliance

All Products must be shipped and delivered in accordance with the dates, locations, and in the quantities as specified by KeHE's PO, and Product that is designated as KeHE Pick Up must be ready on the pick-up date identified on KeHE's PO. Supplier shall promptly notify KeHE's Transportation Department and KeHE's Supply Chain Management team if a delivery is not expected to be made on time, as further outlined in KeHE's ***Inbound Routing Guide***. If prompt, advance notice is not given that delivery is expected to be late, KeHE may cancel the delivery immediately upon written notice to Supplier. Absent such cancellation, Supplier must take reasonable steps, at its own cost, to expedite delivery.

6.3 Lumping Fees; Pallets

Payment of lumping fees, sort and segregate charges, non-compliance fees, or any similar fees will be the responsibility of the carrier delivering Supplier's Products, and Supplier shall be responsible for any disputed fees. Supplier is not responsible for these fees on inbound freight designated as KeHE Pick Up. Pallet costs will be built into a Supplier's sell product price. Any Supplier or shipping company charges to KeHE for pallets must be negotiated in advance and agreed to in writing by a KeHE Supplier Manager. Refer to KeHE's ***Inbound Routing Guide*** for current fees, rates, and additional information. Supplier, its authorized carrier, and representatives are responsible for conforming to all KeHE directives on pallet loading, unloading, and placement.

6.4 Temperature Controls

In addition to compliance requirements as outlined in the ***Supplier Expectations Manual***, refrigerated and frozen foods must be delivered to KeHE's dock consistent with the customary standard temperature range declared for that Product and within Product specifications, with "perishable" or "frozen" clearly marked on each outer case. As specified in the ***Inbound Routing Guide***, all shipping, handling, and storage information, including, but not limited to, any special instructions regarding seasonal temperature controls, must also be provided by Supplier, and all accompanying bills of lading must clearly state the temperature range for which the Product should be maintained both during warehousing and during transit time to retail customers. KeHE may reject, at Supplier's expense, any Product if its temperature is outside the stated standard temperature range, or if in-transit temperature has not been properly monitored, as specified in the ***Inbound Routing Guide***.

6.5 Fill Rate

Supplier shall maintain the minimum inbound fill rate and the minimum inbound/on-time performance on a consistent basis as outlined in the ***Supplier P&P Terms Form*** and accompanying ***Fee Schedule***; provided, in no event will service level and associated fees be any less favorable to KeHE than to any other similar distribution company. KeHE will charge administrative and other fees due to Supplier's failure to maintain the required inbound performance rates, as further outlined in the ***Inbound Routing Guide,*** and such failure may result in product discontinuation. Supplier expressly agrees that its PO or order fulfillment practices will not be any less favorable to KeHE than to any other comparable customer due to fill rate fees or any other fill rate compliance program. Supplier shall furnish KeHE with a written explanation, via email to unavailablelongterm@kehe.com, for any Product that is out of stock, or likely to be out of stock, in excess of twenty eight (28) days. This written explanation must include the reason for the product availability issue and an estimated date of correction. KeHE may share this information with its customers. Products that do not ship as specified in KeHE POs for sixty (60) days may be subject to discontinuation by KeHE.

6.6 Inspection and Shipment Confirmations

Supplier shall pack, mark, and ship the Products in a manner to ensure proper protection and handling, including during loading and unloading, in accordance with normal industry practices. All deliveries are subject to KeHE's right of inspection and acceptance at a KeHE DC. Breakage or damage shall be Supplier's responsibility if Supplier Delivered, or if shipped FOB destination. KeHE shall have the right to reject any Products or services that do not conform to Supplier's warranty, specifications or other obligations. ***KeHE relies on the case count confirmed at its KeHE DC as the basis for payment to Supplier,*** which may not occur immediately. KeHE will not be liable for documentation signed at the point of origin by either its drivers or its third-party logistics drivers. An Unloading Discrepancy Report ("**UDR**") will be provided to Supplier noting Products, quantities, and reason for product not received at the time of PO receipt. Supplier expressly acknowledges and agrees to rely on KeHE's case count at the KeHE DC and that the UDR shall govern. Supplier must respond in writing within forty-eight (48) hours of any notification and disposition request of any shipment requiring a UDR, including, but not limited to, overage, insufficient date code, damage, etc.

6.7 Quantity Shipped Short of Quantity Ordered

As provided above, KeHE relies on the case count confirmed at its KeHE DC as the basis for payment to Supplier, and KeHE will not be liable for discrepancies between documentation signed at the point of origin by either its drivers or its third-party logistics drivers (including the bill of lading) and KeHE's separately documented case count. Should KeHE's case count at its KeHE DC indicate that the amount of product KeHE received at its KeHE DC is short the quantity stated in KeHE's PO for any SKU, KeHE will deduct such amount at the PO price per Product on KeHE's payment to Supplier. KeHE will not repay Supplier for shorted quantities deducted from payment if KeHE's deduction is supported by a UDR.

6.8 Quantity Shipped in Excess of Quantity Ordered

If Supplier ships more than the quantity stated in KeHE's PO for any SKU, KeHE will notify Supplier of the over shipment requesting disposition of the overage. If KeHE elects to receive the overage, KeHE will receive the Product at a discount, as outlined in the ***Fee Schedule***. KeHE will not pay for Product SKUs shipped by Supplier that are not on the original KeHE PO or not invoiced to KeHE under the correct PO number.

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7 MARKETING AND PROMOTIONS

KeHE's marketing & promotional programs have been designed to help support and promote our Supplier's Products in the KeHE network. These programs have been curated to build brand awareness, launch new Products, execute channel specific promotions, and educate the marketplace. Suppliers are highly encouraged to utilize these programs as part of the "go to market" strategy, as participation is often the best practice to successfully grow Supplier's Products in the industry.

7.1 KeHE CONNECT BI® Program

The "**KeHE CONNECT BI® Program**" is a digital platform within the KeHE CONNECT Supplier® Portal that provides a robust suite of reporting metrics, business analytics, and data visualization tools for KeHE's Supplier community. An "**Allowance**" is applied to all purchases for the KeHE CONNECT BI® Program benefits. It is calculated on the net of each PO and is given off-invoice as a separate line on each Supplier invoice. The terms of the Allowance are outlined in the ***Supplier P&P Terms Form*** and ***Fee Schedule***.

7.2 Submission of KeHE Promotional Allowances

All KeHE promotional allowances must be submitted via the Promotional Roadmap dropdown selection on the KeHE CONNECT Supplier® Portal, or other digital platform technology as implemented by KeHE, prior to the published promotional deadlines listed in KeHE's Promotional Schedule. KeHE's "**Promotion Schedule**" is available on the KeHE CONNECT Supplier® Portal and may be updated from time to time by KeHE. Promotional allowances negotiated via brokers or other agents of Supplier shall be honored by Supplier.

7.3 Off-Invoice Allowances

Providing KeHE with off-invoice allowances based on KeHE purchases is the preferred method for a Supplier's promotions into the marketplace. KeHE requires specific buy dates for promotional periods. These buy dates can be referenced on the KeHE Promotional Schedule, available on the KeHE CONNECT Supplier® Portal. Quoted allowances must be available on all POs placed by KeHE during the promotional period and will be taken from the date the PO was written. During any off-invoice promotional period, should KeHE sell more Product to its customers than KeHE purchased, KeHE shall deduct such additional discount amount from Supplier**.** KeHE will perform audits either internally or through a third party to ensure allowances have been properly received and to recoup losses due to product shortages or excess discounts passed. Occasionally inventory bought at full price will be carried into a promotional period. In such cases, the discount on all full price inventory sold during the promotional period will be charged back to Supplier allowing KeHE to honor the promotion to retailers.

7.4 Manufacturer Charge Backs ("MCBs")

KeHE also processes Supplier promotional funding via Manufacturer Charge Backs ("**MCB(s)**"). The chargeback amount is based on outbound KeHE case shipments during the funding allowance period**.** MCB funding will be aggregated at each KeHE Supplier Level DC combination and charged back to the Supplier on a bi-weekly basis. KeHE will charge an MCB processing fee for this service, as specified in the ***Fee Schedule***, unless otherwise set forth in the ***Supplier P&P Terms Form***. MCB deduction backup will be provided through the KeHE CONNECT Supplier® Portal.

7.5 Extra Performance by KeHE on behalf of Supplier and Retailer

"**Extra Performance**" is defined as promotional and other funding amounts that are processed by KeHE on behalf of the Supplier and retailer. Examples of this type of funding include, but is not limited to, scans, advertising, in-store demos, placement fees, and slotting. Supplier is responsible for all Extra Performance, as well as all retailer fees related to Extra Performance processed by KeHE. KeHE will "pass through" these amounts to Supplier along with an administrative fee, as specified in the ***Fee Schedule***, unless otherwise set forth in the ***Supplier P&P Terms Form***.

7.6 Turnover Orders

Turnover orders are one-time promotional or placement discounts negotiated between the retailer and Supplier or Supplier's broker, submitted to KeHE on the retailer's behalf. Turnover order discounts that are submitted will be automatically charged back to the Supplier at KeHE's Wholesale Price, unless a specific retailer arrangement has been agreed to and sufficient back up documentation of such arrangement has been provided.

7.7 KeHE Advertising and Events

KeHE provides Suppliers with many advertising and event opportunities to build brand awareness and drive sales growth within the KeHE network, including, but not limited to, channel specific promotional publications, digital marketing, NEW@KeHE, KeHE shows and events, and regional shows, for an additional expense. Although optional, these programs are highly encouraged as they are a critical component of a Supplier's "Go to Market" strategy. The fees associated with any advertising publications are listed in ***Advertising Overview***, which is published by KeHE annually. Payment for participation in events and programs may be up front and pre-paid, or deducted from Supplier's account, at KeHE's option.

7.8 Publication Listing Fees

KeHE's catalog and digital publications provide exposure for Supplier's Products to KeHE's customers and sales organization. Supplier is responsible for updating its Products to ensure it is properly listed in KeHE's catalog and digital publications. The fees associated with listing Supplier's active items are outlined in the ***Fee Schedule***, as incorporated into the ***Supplier P&P Terms Form***.

8 RETAIL MARKETPLACE EXPENSES

Retailers often require KeHE to process charges for various activities and programs, many of which are often directly negotiated and agreed upon by the Supplier and the retailer. In addition to the internal administrative expense (which can be significant depending on the scope of the activity and the efficiency of the charges from the customer), KeHE will pass through to Supplier all expenses which KeHE has incurred from retailers related to Supplier's Products, regardless of the timing of such expenses. These expenses include, but are not limited to, Retailer Reclamation Programs and Reset Services, as outlined below, Retailer Spoils charged back by retailers and charges for Products discontinued by retailer, as further discussed in Section 9, credits for recalls and manufacturer defects, product & manufacturer performance related fines and fees, and discounts charged by retailers for short-dated products. In such circumstances, KeHE often acts as a "bank," in that the retailer may automatically and immediately deduct these charges from KeHE, prior to any deductions by KeHE from Supplier. As a result, KeHE will charge participating Supplier certain processing fees based on the specific activity as specified in the ***Fee Schedule*** and ***Supplier P&P Terms Form***, and Supplier expressly agrees to all KeHE policies related to such fees. As an example, below are two forms of common retailer pass through expenses:

- **Retailer Reclamation Programs:** Certain retailers, primarily supermarkets, require "reclaim" support as a condition of doing business. Retailers may utilize a third-party reclaim service, manage their reclaims internally, or ask KeHE to operate such reclamation programs and provide administrative support. Supplier is subject to the retailer's reclamation deductions in all three situations.

- **Resets and Other Retail Services:** Retailers commonly engage in reset and other merchandising activities using internal or third-party labor. If a retailer charges Suppliers for these services and collects these funds from KeHE, KeHE will deduct these charges from balances due Supplier on a pro-rated basis based on Products affected.

9 UNSALEABLE PRODUCTS

"**Unsaleable Products**" means any Product removed from the primary channel of distribution, regardless of the reason for removal. At KeHE, there are three (3) main categories that would make a Product "unsaleable": (1) Underperformance and/or Discontinuation, (2) Spoils, and (3) Non-Conforming Products (as defined in Section 9.3), however, a Product may still be "unsaleable" even if it does not fall into one of the three main categories.

9. 1 Underperforming and Discontinued Products

To provide the best product offering to our customers, KeHE works with its suppliers and retail partners to evaluate brand and item performance across all categories. Unfortunately, not all

Products perform as expected, and the decision to discontinue an item may be made by Supplier, KeHE, or the retailer.

- **Products Discontinued by KeHE:** Supplier shall accept financial responsibility and provide full credit at KeHE's Landed Cost for Products in KeHE's inventory that are discontinued by KeHE or underperforming and/or overstocked Products. KeHE will use its reasonable discretion to determine whether discontinued Products will be sold, donated, salvaged, or returned. Suppliers is responsible for managing at-risk inventory at all times, and must be actively monitoring and maintaining proper inventory levels for both new and existing Products. Supplier acknowledges and agrees that it is best practice to monitor Supplier's current at-risk Product inventory by utilizing the Reporting Tool on the KeHE CONNECT Supplier® Portal available via the KeHE CONNECT BI® Program, and opting out of the KeHE CONNECT BI® Program does not negate Supplier's obligations regarding such at-risk inventory.
- **Products Discontinued by Supplier or Retailer:** Supplier shall accept financial responsibility and provide full credit at KeHE's Landed Cost for Products in KeHE's inventory that are discontinued by Supplier or retailer. If a retailer discontinues any of Supplier's Products (at some or all of its retail locations), KeHE will charge Supplier back at KeHE's Landed Cost credited to retailer plus a per unit processing fee, as outlined in the ***Supplier P&P Terms Form***. KeHE will also return, and Supplier will accept, the Products in KeHE's inventory to Supplier should the retailer discontinuation result in the Product no longer maintaining sufficient turns in KeHE's DCs, and Supplier agrees to reimburse KeHE for such Products at KeHE's Landed Cost. Supplier agrees to pre-payment of Products in KeHE's inventory prior to Product pick-up.

9. 2 Spoils

There are two types of Spoils that may arise in the KeHE supply chain: (1) Warehouse Spoils, and (2) Retailer Spoils, which collectively may be referred to as "**Full Spoils.**"

- **"Warehouse Spoils"** are Products in KeHE's inventory that are short-dated, expired, out-of-date, or are otherwise deemed unsaleable. Supplier shall accept financial responsibility and provide full credit to KeHE, at KeHE's Landed Cost, for Warehouse Spoils. In such cases, Supplier's Products in KeHE's inventory may be returned, donated, or salvaged, at KeHE's discretion, and charged back to Supplier. For Product returns, Supplier must make return shipping or pick up arrangements within fourteen (14) days of notification, or KeHE will donate or discard the Product and charge KeHE's Landed Cost back to Supplier. Supplier is responsible for any freight charges for returned Products. Products that fall below KeHE's days-to-retail guaranteed dates, as well as any excess inventory deemed unsaleable after a reasonable period of time, will be donated or salvaged.
- "**Retailer Spoils**," or often just referred to as "spoils" in the industry, are any costs or expenses that originate from retailers and require credit for Supplier's Products, including, but not limited to, expired product, mislabels, loose caps, leaking products, etc. When Retailer Spoils occur, Supplier will be responsible for the following charges, depending on the retailer program:
    - **"Store Spoils":** Supplier is responsible for the amount which KeHE has credited to the retailer, plus a per unit processing fee as provided in the ***Supplier P&P Terms Form and Fee Schedule***.

- "**Retailer Spoils Allowance"** (or **"Customer Spoils Allowance**"): Supplier is responsible for a fixed-rate spoilage allowance that may be incorporated into KeHE's price to retailer, in lieu of individual Retailer Spoils billed back to the Supplier.

9.3 Non-Conforming Products

Products that are recalled, misbranded, adulterated, damaged, non-conforming, defective, may become harmful to anyone or anything, or are not in compliance with the KeHE Documents, as defined in Section 11.11 , are considered "**Non-Conforming Products**." In addition to any other rights and remedies KeHE may have, Supplier shall promptly replace at Supplier's sole cost and expense, including freight and disposition costs, the Non-Conforming Products, and reimburse KeHE for all associated costs. KeHE shall have no obligation to pay for any Products that are subject to a claim of non-compliance or defect. Additional fees and disposition processes of recalled and/or Non-Conforming Products are specified in KeHE's ***Supplier Expectations Manual***. If Supplier becomes aware that any Products sold by Supplier to KeHE are, may be, or may become Non-Conforming Products, Supplier shall immediately give written notice to KeHE via email to keherecall@kehe.com.

PART 2: LEGAL AND COMPLIANCE

10 Food Safety & Compliance

Supplier must comply with the following documents, as may be amended or updated by KeHE from time to time on the KeHE CONNECT Supplier® Portal: (1) ***Supplier Code of Conduct***: This document sets forth the code to which Supplier's must adhere to conduct business responsibly, with integrity and transparency; and (2) ***Supplier Expectations Manual***: This document outlines the food safety, compliance, and regulatory requirements for Products sold to KeHE, including, but not limited to, the guarantee that Supplier's products meet or exceed all FDA and other federal, state and local laws, rules or regulations, FSVP importer requirements, and the notification process necessary for KeHE to administer a Product recall or market withdrawal.

11 Miscellaneous Legal

11.1 Title and Risk of Loss. Title and risk of loss and damage shall remain with Supplier until the Products are delivered to the location specified in KeHE's PO, or upon pickup by KeHE or KeHE's designated carrier at Supplier's warehouse. Notwithstanding the foregoing, all shipments and deliveries, are subject to case count at KeHE's warehouse, and this title and risk of loss provision shall not prohibit KeHE from deducting from Supplier amounts owed due to shortage or overage.

11.2 Time is of the Essence. Supplier agrees that time is of the essence with respect to performance and its obligations under these ***Supplier Policies & Procedures.***

11.3 Insurance and Indemnification. Supplier shall execute the Hold Harmless Agreement and Guarantee/Warranty of Product. In no event will KeHE be liable to Supplier, for any indirect, incidental, consequential, special, punitive or exemplary damages, including, without limitation, lost profits, lost business, damage to goodwill or reputation. In no event shall KeHE's aggregate liability to Supplier, whether arising out of or related to breach of contract, tort or otherwise, exceed the aggregate value of the Products purchased by KeHE from Supplier in the period preceding the event giving rise to the liability claim.

11.4 Confidentiality; KeHE Data; Data Security. KeHE may disclose to Supplier certain information it deems to be proprietary and confidential and which it desires to protect from unauthorized use and disclosure, including, but not limited to, KeHE Data ("**Confidential Information**"). Supplier agrees it shall not refer to KeHE in any press release, advertisement, marketing materials, or other public statement, without KeHE's prior written consent. "**KeHE Data**" will mean all data, documents, emails, texts, and information relating to KeHE's purchases of Products that was obtained, developed, or produced by or on behalf of Supplier in connection with the KeHE Documents, or to which Supplier have access in connection with its supply of Products to KeHE. Supplier shall hold the Confidential Information in strict confidence and exercise best efforts to prevent the use or disclosure of the Confidential Information. Without KeHE's prior, written approval, KeHE Data shall not be (a) used by Supplier other than as necessary for Supplier's performance under these Supplier Policies & Procedures; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties by Supplier; or (c) commercially exploited by or on behalf of Supplier. Supplier is responsible for the integrity of its own information technology system and for implementing commercially reasonable processes and procedures designed to protect Confidential Information and KeHE Data in Supplier's possession and prevent data security breaches. Any damages incurred by KeHE to the extent resulting from Supplier's systems, Supplier access to KeHE systems, or Supplier's failure to maintain commercially reasonable processes and procedures shall be the responsibility of Supplier.

11.5 Product Information and License. In connection with KeHE's purchase and resale of Supplier's Products, Supplier authorizes KeHE to use Supplier's product information, obtained from Supplier or other sources, including but not limited to, trademarks, trade dress, advertisements, labels, photographs, images, packaging, and nutritional content relating to Supplier's Products sold to KeHE. Supplier grants KeHE a worldwide, non-exclusive license to use and sublicense Supplier's product information in connection with KeHE's sale and promotion of Supplier's Products. Supplier represents and warrants it owns, or otherwise has the right to license to KeHE, the product information and is authorized to sell the Products to KeHE.

11.6 Force Majeure & Business Continuity. Each party may be excused from a failure to perform or a delay in performance, in whole or in part, in the event of, and to the extent that, acts of God, epidemics, pandemics, wars, riots, fires, explosions, accidents, floods, sabotage, compliance with governmental laws or regulations, orders or action, national defense requirements, or any other event of substantially similar character that prevents the manufacture, shipment, or acceptance hereunder, provided that such event is beyond the reasonable control of, and not reasonably foreseeable by, the party claiming excuse (each a "**Force Majeure Event**"). Should Supplier claim excuse from performance for a Force Majeure Event, Supplier must give prompt written notice to KeHE, specifying the nature and anticipated duration of the Force Majeure Event, and Supplier must take reasonable efforts to remove the cause of its delay in performance.

11.7 Dispute Resolution; Arbitration. In the event of a dispute arising out of or relating to the KeHE Documents, either party may file a claim in arbitration with the American Arbitration Association ("**AAA**"), and if the parties cannot agree upon selection of a single arbitrator, one shall be selected pursuant to AAA rules. The parties agree that the Commercial Rules of the AAA shall be followed and that the arbitration will be binding, final, and confidential. The parties agree to evenly split the fees and costs of the arbitration and the arbitrator(s). Arbitration will be the exclusive remedy for all disputes relating to the KeHE Documents, the parties' relationship, or KeHE, whether arising before or after the Effective Date, except for injunctive actions and enforcement of arbitration awards. SUPPLIER AGREES THAT KEHE AND SUPPLIER ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. SUPPLIER AGREES THAT ANY ARBITRATION WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS. SUPPLIER AGREES TO WAIVE AND NOT ASSERT ANY CLASS OR COLLECTIVE CLAIMS OR ACTIONS VIA ARBITRATION; AND SUPPLIER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN OR BRING ANY REPRESENTATIVE ACTION AGAINST KEHE IN ARBITRATION, IN COURTS, OR IN ANY OTHER FORUM, WHICH INCLUDES, BUT ITS NOT LIMITED TO CLASS ACTIONS, COLLECTIVE ACTIONS, OR ANY OTHER REPRESENTATIVE ACTIONS.

11.8 Governing Law; Jurisdiction; Venue. These ***Supplier Policies & Procedures*** and the KeHE Documents, including any prior versions executed by Supplier, shall be governed by and interpreted in accordance with the laws of the State of Delaware. In the event of injunctive action, or to enforce an arbitration award, the parties submit and consent to the jurisdiction of any state or federal court of competent jurisdiction located in DuPage County, Illinois, and each party waives any defense of inconvenient forum to action in such court.

11.9 Independent Contractors. Nothing contained in these ***Supplier Policies & Procedures*** shall be construed as creating a partnership or joint venture between KeHE and Supplier. Supplier shall at all times be deemed to be an independent contractor with respect to KeHE, and shall be solely responsible for the manner by and the form in which it fulfills these ***Supplier Policies & Procedures.***

11.10 Assignment. Supplier shall not assign any KeHE Documents without KeHE's prior written consent, which consent may be withheld or conditioned in KeHE's sole discretion. In the event of any Supplier assignment, assignor shall remain responsible for all obligations and liabilities under the KeHE Documents, unless (1) assignee has agreed in writing to all obligations and liabilities for the Products, including obligations and liabilities that accrued prior to the assignment, such as deductions, promotions, etc.; and (2) assignor provides such document to KeHE prior to such assignment.

11.11 Entire Agreement. All Purchase Orders from KeHE to Supplier, together with: (1) these ***Supplier Policies & Procedures***, (2) the ***Supplier P&P Terms Form***, (3) the ***Fee Schedule***, (4) the ***Supplier Code of Conduct***, (5) the ***Supplier Expectations Manual***, (6) the ***Inbound Routing Guide;*** (7) the ***Supplier Technology Guide***; and (8) the ***Hold Harmless Agreement and Guarantee/Warranty of Product***, and any updates posted on KeHE's KeHE CONNECT Supplier® Portal, shall constitute the complete, exclusive and final expression of the parties' agreement (collectively, the "**KeHE Documents**"); all documents (1)-(8) are incorporated herein by reference. The KeHE Documents shall govern all transactions between KeHE and Supplier, and the terms set forth in this document supersede any previous or conflicting agreements or terms of purchase, unless agreed upon in writing by an authorized KeHE employee, or as otherwise revised by KeHE on the KeHE CONNECT Supplier® Portal. Additional terms on any Supplier document, including, but not limited to Supplier terms of sale on any documents or order acknowledgements, are hereby expressly objected to and rejected, and shall be deemed null and void. To the extent of any conflict or inconsistency between these ***Supplier Policies & Procedures*** and any PO, or any similar document, these Supplier Policies & Procedures shall govern. The invalidity, in whole or in part, of any Section of these ***Supplier Policies & Procedures*** shall not affect any other Section.

11.12 Amendments; Waiver. KeHE reserves the right to modify these Supplier Policies & Procedures, at any time with at least thirty (30) days prior notice by posting changes on the KeHE CONNECT Supplier® Portal; however, KeHE reserves the right to revise immediately if due to health and safety concerns. Any such amendment will supersede all prior versions, and all Product transactions shall be governed by such amendment. Notwithstanding the foregoing, any variances from these KeHE Supplier Policies & Procedures not revised solely by KeHE as updated on the KeHE CONNECT Supplier® Portal, must be set forth in a written amendment or addendum signed and dated by authorized representatives of KeHE and Supplier, or as outlined in the Supplier P&P Terms Form (incorporated herein by reference). The failure of KeHE to enforce any provision of these Supplier Policies & Procedures shall not be construed as a waiver or limitation of KeHE's right to subsequently enforce any provision herein. Supplier agrees to all such amendments and shall periodically check the KeHE CONNECT Supplier® Portal to ensure awareness of and compliance with all such amendments. It is Supplier's obligation to check the KeHE CONNECT Supplier® Portal and make itself aware of any and all amendments to the KeHE Documents.

11.13 DocuSign; Counterparts. If a signature is required, the KeHE Documents may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures via DocuSign or equivalent protocol providing authentication of identity are acceptable. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission (including .pdf file or via DocuSign) shall be effective as delivery of an original executed counterpart hereof. Notwithstanding the foregoing, the KeHE Documents shall govern all transactions between KeHE and Supplier regardless of whether a signature has been executed. All parties hereto agree a fully assembled digital copy of a fully executed Agreement is "best evidence" of this Agreement and shall have the same legal validity and enforceability as a manually executed or paper-based recordkeeping system to the fullest extent permitted by applicable law and the parties to this Agreement hereby waive any objection to the contrary.