



## STANDARD TERMS AND CONDITIONS

### General Vendor

1. **Independent Contractor Status.** Vendor, and any persons providing services to Ruiz Food Products, Inc. doing business as Ruiz Foods ("Company") under this Agreement, (collectively, "Vendor") is an independent contractor and not a Company employee. Nothing herein creates or is intended to create any employment relationship between Vendor and Company. Vendor acknowledges that Company does not have control or the right to control Vendor as to the work done and the manner and means in which it is performed. Vendor shall not be eligible to participate in or receive any benefit from any benefit plan or program available to Company employees. Company shall not provide workers' compensation coverage for Vendor or any persons employed or retained by Vendor. Vendor shall comply with all applicable laws and regulations and shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to Compensation paid to Vendor. All persons employed or retained by Vendor in connection with Vendor's provision of Goods or performance of Services shall not be considered employees of Company. Vendor retains sole and absolute discretion in the manner and means of carrying out the Services. Vendor has no authority to bind Company to or under any obligation or liability.
2. **Insurance.** Vendor shall maintain adequate insurance, as requested by Company, and, if requested, name Company as an additional insured thereunder.
3. **Terms of Payment.** Terms of payment are 2% 10 net 45 days based on periodic billing date, unless specifically stated otherwise in the Purchase Order.
4. **Vendor's Representations, Warranties, and Covenants.** Vendor shall comply with applicable law and Company policies and procedures and maintain all licenses, permits and registrations required by law for the performance of the Services. Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
5. **Other Engagements.** Throughout the period Vendor is providing Goods or Services, Vendor will not, without the prior written consent of Company: (a) enter into or engage in any business that is preparing to compete or directly competes with the business or demonstrably anticipated business of Company; or (b) promote or assist, financially or otherwise, or invest in any person, firm, association, partnership, corporation or other entity engaged in any business that is preparing to compete or directly competes with the business or demonstrably anticipated business of Company, except for passive investments of less than 5% in publicly traded companies.
6. **Indemnification.** Vendor shall indemnify, defend and hold harmless Company from and against any and all losses, claims, and expenses (including reasonable attorneys' fees) directly or indirectly arising out of, or resulting from: (a) any act or omission of Vendor related to services performed for Company hereunder, (b) any unauthorized use by Vendor of Confidential Information, (c) any breach of any representation, warranty, or covenant of Vendor contained in this Agreement, or otherwise made to Company, or (d) any obligation on the part of Company for any federal or state taxes, FICA, withholding, unemployment insurance, disability insurance, or other charges Company is required to pay in connection with the Compensation paid to Vendor for the Services.
7. **Notices.** Whenever notice is to be served hereunder, service shall be given under this Agreement in writing to the address set forth on the first page of this Agreement. Service shall be by (i) hand delivery, and deemed received upon delivery, (ii) first class certified mail, return-receipt request, postage prepaid, and deemed received five (5) business days after being so mailed, or (iii) a reputable overnight delivery service, postage or delivery charges prepaid, and deemed received three (3) business days after being so sent. Any party may change its address for notice and the address to which copies

## Standard Terms and Conditions

### Page 2

must be sent by giving notice of the new address to the other party pursuant to this paragraph.

8. **Further Assurances.** From time to time, each party hereto shall execute and deliver such instruments as may be reasonably necessary to carry out the purposes and intent of this Agreement, including, without limitation, verification of tax identification number.
9. **Governing Law.** This Agreement shall be governed by the internal laws of California, without reference to its rules regarding conflicts of law. Any dispute arising out of this Agreement will be submitted to a state or federal court sitting in Fresno, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.
10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Delivery of executed signature pages to this Agreement may be by facsimile transmission with confirmation of received transmission or other electronic means that faithfully reproduces the original with the same effect as if a manually signed original were personally delivered.
11. **Amendment.** No modification or amendment of this Agreement shall be effective unless made in writing and signed by both Vendor and Company.
12. **Survival; Assignment.** Paragraphs 3 through 5, inclusive, of these Standard Terms and Conditions, (and, if these Terms and Conditions are incorporated into an accompanying Letter Agreement, the provisions of paragraphs 4 through 6 of the Letter Agreement) shall survive and continue in full force and effect after any termination or expiration of this Agreement. This Agreement is personal to Vendor and may be assigned, delegated, or subcontracted by Vendor only with Company's prior written consent and may be assigned, delegated, or subcontracted by Company in its sole discretion and will inure to the benefit of the successors and assigns of Company, and is binding upon Vendor's successors, heirs and legal representatives. Any assignment, delegation, or subcontracting in violation of this section shall be void.
13. **No Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.
14. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable,

the remaining provisions of this Agreement and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

15. **Records.** Vendor shall keep accurate books of account and records covering all transactions relating to the Goods or Services provided pursuant to his Agreement. During the term of this Agreement and for a period of twelve (12) months thereafter, Company or its representatives, shall have the right upon reasonable notice to examine and photocopy such books and records during normal business hours to determine compliance with this Agreement.
16. **"Speak Up For Ruiz" Hotline.** Buyer has established the "Speak Up For Ruiz" hotline communication system, which is available to all Ruiz Team Members, business partners and others who need to confidentially report to Ruiz senior management any possible abuse and/or suspected dishonesty within Ruiz or by persons who do business with Ruiz Foods. The "Speak Up For Ruiz" hotline communication system is hosted by an independent third-party that specializes in anonymous reporting. Individuals can make a hotline report by going to the "Speak Up For Ruiz" website at [www.speakupforruiz.com](http://www.speakupforruiz.com) or by calling tollfree 1-(844)FOR-RUIZ (1-844-367-7849).

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