

## MASTER TERMS AND CONDITIONS FOR SERVICES

### 1. Definitions; Services.

1.1. Definitions: For purposes of this Master Agreement, the following terms shall have the following meanings:

- (a) "Agreement" means an Order and the documents incorporated into the Order including without limitation this Master Agreement;
- (b) "Customer" means the customer of FlexXray as identified in the applicable Order;
- (c) "FlexXray" means FlexXray LLC, a Texas limited liability company, with offices located at 3751 New York Ave., Suite 130, Arlington, TX 76014;
- (d) "Master Agreement" means these Master Terms and Conditions; and
- (e) "Order" means any order or other agreement between FlexXray and Customer that references this Master Agreement.
- (f) "Parties" means Customer together with FlexXray, and each may individually be referred to as a "Party".

1.2. Acceptance; Binding Agreement: Acceptance of the Order and this Master Agreement and formation of the Agreement binding on FlexXray and Customer shall be deemed to have occurred upon the earlier of (i) when Customer executes the Order, (ii) when Customer places or accepts the Order (which may occur by email or phone and/or by any form of acceptance or directive to proceed forward with performing Services), (iii) when Customer provides its products to FlexXray for FlexXray to perform its Services, or (iv) when Customer is otherwise aware that FlexXray has commenced performance under the Order.

1.3. Services: FlexXray provides foreign material contamination and quality assurance hold resolution services, including x-ray inspection, metal detection, contaminant retrieval, reporting and/or disposal, can and jar dud detection, and other ancillary services. The specific services FlexXray shall provide to Customer (the "Services") are as set forth in the Order.

1.4. Compliance: In connection with FlexXray's Services, FlexXray operates USDA and FDA registered and inspected sites that are audited annually by an accredited third party (currently AIB International) for certification to the British Retail Consortium (BRC) Global Food Safety Management System standard as recognized by the Global Food Safety Initiative (GFSI). Further, FlexXray complies with GMPs, and maintains quality assurance standard operating procedures and USDA and FDA compliance at its facilities.

### 2. FlexXray Warranties; Disclaimer.

2.1. FlexXray warrants that it will perform the Services in accordance with the Protocol (as defined below) and in a professional and workmanlike manner using personnel (i.e., employees or contracted personnel retained by FlexXray) of required skill, experience, and qualifications.