

TROUT LAKE FARM - TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in a writing signed by an authorized officer or director. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order or the attached order information, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the products described herein are shipped or an invoice is presented in connection with the said products.

MINIMUM ORDERS; TERMS: Minimum order quantity is eleven-hundred (1,100) pounds of products in the aggregate. Buyer agrees to pay for products according to Seller's payment terms. Seller reserves the right to adjust product prices to account for changes in Seller's costs; such changes will not apply to already delivered products unless otherwise agreed in writing. Seller will provide reasonable documentary evidence of such cost changes on request. Buyer shall pay all invoices Net 30 days from the date of the invoice, or as expressly stated on the invoice. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate 1.5% per month or the maximum rate permitted by law whichever is less.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

GOVERNING LAW; VENUE: This transaction shall be governed in all respects by the laws of the State of Washington (excluding choice of law provisions). Any action that arises out of or relates to this transaction may be handled by any federal or state court having jurisdiction in Klickitat County, Washington. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than **ONE (1) YEAR** after the date of invoice.

DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller is not liable for any loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller.

FORCE MAJEURE: Seller will not be liable for its non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller.

WARRANTY: Seller warrants that at the time of shipment all products sold to Buyer hereunder will meet the specifications. Infestation of the products is excluded from the warranty and the risk of infestation is assumed by the Buyer. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY PRODUCTS ALLEGED TO BE DEFECTIVE WILL BE THE REPLACEMENT OF THE DEFECTIVE PRODUCTS. SELLER WILL NOT BE RESPONSIBLE FOR REPLACING ANY PRODUCTS DUE TO CLAIMED DEFECTS THAT SELLER DOES NOT RECEIVE NOTICE OF WITHIN THIRTY (30) DAYS FROM DELIVERY IN THE MANNER DESCRIBED BELOW (INSPECTION AND ACCEPTANCE).**

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the use or resale of the products. Seller makes no promise or representation that the products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. Buyer shall be solely responsible for any losses or damages sustained by the Buyer or any other person as a result of any and all subsequent use or resale of the products purchased from Buyer, including the blending and labeling of such products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with this transaction or the products, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

TROUT LAKE FARM - TERMS AND CONDITIONS OF SALE (Cont.)

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER AND/OR ITS AFFILIATES (INCLUDING ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SELLER AND ITS AFFILIATES) BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THIS TRANSACTION OR THE PRODUCTS SOLD BY SELLER. IN ADDITION TO THE FOREGOING LIMITATIONS, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL THE LIABILITY, IF ANY, OF SELLER AND ITS AFFILIATES (INCLUDING ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SELLER AND ITS AFFILIATES) UNDER ALL TRANSACTIONS EXCEED IN THE AGGREGATE THE GREATEST TOTAL DOLLAR AMOUNT OF PRODUCTS PURCHASED FROM SELLER AND PAID FOR BY BUYER IN ANY GIVEN CALENDAR YEAR.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported as soon as possible but no later than five (5) days following delivery to Buyer. Buyer shall have thirty (30) days from the date Buyer receives any products to inspect such products for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products, which notification will include sufficient detail to permit Seller to identify the claimed defect or nonconformance. After such thirty (30) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such thirty (30) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made.

RETURNS: Buyer may only return a product that Seller stocks upon prior written approval. Returns are subject to (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges in an amount to be specified by seller but not less 15%.

SHIPMENTS: All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier. All orders for shipment outside of the United States will be subject to an additional handling charge in amount specified by Seller.

TAXES: The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's authorized officer or director.

CONFIDENTIALITY: Buyer agrees not to disclose to third parties any nonpublic or proprietary information regarding Seller or its business or operations, including the existence and terms of this transaction, or to use such information itself for any purpose other than performing this transaction, without Seller's prior written approval.

RELATIONSHIP OF THE PARTIES: The parties are independent contractors and this transaction does not create an agency, partnership or joint venture between the parties or their employees.

NON-ASSIGNMENT: Buyer may not assign any of its rights in connection with this transaction without Seller's prior written consent.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's authorized officer or director. All transactions shall be governed solely by the terms and conditions contained herein.