

DATE OF LAST REVISION: OCTOBER 2014

NOTE: SUBJECT TO, AND ACCEPTANCE LIMITED TO, THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO AND OTHER CONDITIONS OF SALE APPLICABLE TO THIS TRANSACTION

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**ACCEPTANCE OF THIS PURCHASE ORDER CONSTITUTES AGREEMENT TO THE FOLLOWING CONDITIONS**

1. After each shipment is made or service is provided, Seller will submit an invoice bearing a valid Purchase Order number. Seller will honor the prices stated on such Purchase Order. As a condition of doing business with Buyer, Buyer may require that Seller subscribe to the Ariba Supplier Network (the "Ariba Network") and transact business electronically using such network. Transactions on the Ariba Network may include, but are not limited to, Seller's electronic receipt of orders, change orders and advance ship notices and its electronic transmission of order confirmations, invoices and credit memos. Seller shall conform to the processes and procedures for electronic transactions as identified by Buyer and the Ariba Network. Seller is solely responsible for any costs or fees associated with Seller's subscription to or use of the Ariba Network.
2. Material safety sheets (MSDS) must be provided by Seller upon initial delivery, with any future delivery where product composition changes, and upon any MSDS update or revision. Glass or cadmium in any form is not acceptable.
3. Seller guarantees that all materials supplied are the best of the grade specified and will conform to the description, quality, performance and Buyer's current specifications stated or, if not stated, to standard commercial specifications in the respective industry. For sales in the USA, Seller guarantees that all food materials and drug materials will comply with all applicable federal and state pure food laws, will not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act as amended (the "Act"), will not be articles which may not under the provisions of Section 404 of the Act be introduced into interstate commerce and will be free from organisms or chemicals which would make the materials unsuitable for processing. For sales in Canada, Seller guarantees that all food materials and drug materials will comply with all applicable Canadian and Provincial pure food laws and regulations, including, without limitation, the Canadian Meat Inspection Act and the Canadian Food and Drug Act and will be free from organisms or chemicals which would make the materials unsuitable for processing. In the USA and Canada, all equipment shall conform to local, state or provincial, and federal laws and ordinances, as applicable.
4. Seller guarantees that all materials supplied hereunder will be free of any and all liens and encumbrances of any kind and Seller specifically waives any and all liens and/or security interests in any of the materials which it might otherwise acquire by operation of law, by judicial process, by judgment or otherwise.
5. Seller guarantees that all articles covered by this Purchase Order, whether or not Buyer furnishes specifications, shall be delivered free of the rightful claim of any person by way of infringement or the like; and Seller agrees to defend and indemnify Buyer and save Buyer harmless from any and all liability, loss, damage and expense arising from any infringement or alleged infringement of any patent, trademark, copy right, trade secret or other right, by reason of the purchase, lease, use or resale by us of any or all of the articles covered by this Purchase Order.
6. Seller guarantees that all services to be performed hereunder shall be (i) performed in a good and workmanlike manner and in accordance with sound generally accepted practices, (ii) be performed in compliance with all governmental laws and regulations and (iii) involve no unreasonable risk of injury or damage. In addition, Seller warrants that it will conform to the standards set forth in Campbell's Supply Base Requirements and Expectations Manual which is found on the website:<http://www.Campbellsoup.com> at About Us, Supplier Requirements.
7. For USA sales, all goods furnished or services rendered pursuant to this Purchase Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations, including without limitation, the Federal Fair Labor Standard Act of 1938, as amended, including, without limitation, Section 12 (child labor provisions) of the Fair Labor Standards Act, and all state, federal and local laws regarding child labor, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, Section 503 of the Rehabilitation Act of 1973, Executive Order 11246, Section 402 of the Vietnam Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act of 1970, as amended ("OSHA"), (in the event of a conflict between the requirements of OSHA and any industry codes or standards applicable to the Purchase Order, the more stringent requirement shall apply), the Noise Control Act of 1972, all applicable environmental laws and regulations, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the standards of accessibility set forth in Section 402 of the Americans with Disabilities Act, and the rules, regulations and orders pertaining to the above. **Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans' Readjustment Assistance Act of 1974 regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
8. Buyer may reject either before or after delivery any materials which do not conform with all specifications and conditions of this Purchase Order or are not delivered at the stated times, delivery times being of the essence. Delay in Seller's delivery and delay in Buyer's acceptance and payment shall be excused to the extent Seller's production or shipment or Buyer's receipt or use of the materials is prevented by strike or labor dispute, fire, or other circumstance beyond control within Seller's establishment or within the location where the materials are intended to be received or used; except that nothing herein shall be deemed to prevent Buyer from canceling undelivered materials which are so delayed. Buyer may cancel any portion of this Purchase Order which remains unfilled after the beginning of any bankruptcy or insolvency proceeding by or against Seller or after the appointment of an assignee for the benefit of Seller's creditors or of a receiver.
9. Seller shall maintain and observe the following:
  - (a) Insurance - 1) Commercial general liability (bodily injury and property damage), including contractual and product liability and naming Buyer as an additional insured; 2) automobile liability; 3) workers' compensation (in the minimum amounts required by state law and employer's liability at \$1,000,000 per accident, per disease, and per employee); and 4) such other insurance policies as may reasonably be required by Buyer (including umbrella policies) with minimum coverage as Buyer shall specify. Before work begins, Seller shall furnish Buyer with certificate(s) of insurance evidencing such coverages. All such policies shall be issued by insurer(s) with a Best's rating of at least A, Financial Class Size VIII, and in such amounts as are reasonably acceptable to Buyer. Seller shall provide Buyer with at least thirty (30) day's prior written notice of any material change in, or expiration or cancellation of any such policy. Without in any way limiting the remedies available to Buyer, Buyer shall have the right to immediately terminate the Purchase Order upon the failure of the Seller to comply with any of the provisions of this guarantee. Failure to deliver such certificates or failure of Buyer to demand such certificates shall not be considered a waiver nor excuse performance under this provision. Seller's liability as stated in the Purchase Order is not limited to the scope or limits of any insurance policy or policies.

(b) Liens - For work performed on Buyer's premises, no lien shall be claimed or filed and complete releases of liens shall be furnished prior to final payment;

(c) Indemnity - For work performed on Buyer's premises, Seller shall defend, indemnify and hold Buyer harmless from all claims, liabilities and damages arising from the work performed.

10. Seller will defend, indemnify and hold harmless Buyer from and against all demands, actions and causes of action ("Suits") which are hereafter made or brought against Buyer by any person for the recovery of damages which is (i) caused by an act or omission of Seller, its agents, employees, subcontractors or anyone directly controlled by Seller in the performance of the services or materials it provides to Buyer under this Purchase Order and (ii) not caused by the gross negligence and/or willful misconduct of Buyer.

11. Seller agrees not to use for any purpose other than the filling of this Purchase Order any drawings, blueprints, samples or other information furnished by Buyer. Seller agrees carefully to safeguard as trade secrets belonging to Buyer all such drawings, blueprints, samples and other information and to prevent such drawings, blueprints, samples and other information from being seen by persons who do not have actual need to see them to enable Seller to fill this Purchase Order. Unless otherwise directed by Buyer, Seller agrees to return all such drawings, blueprints, samples and other information to Buyer at the conclusion or other termination of work under this Purchase Order.

12. Seller agrees to create accurate records, books and accounts of costs and charges to Buyer hereunder and to maintain them in accordance with generally accepted accounting principles. Buyer shall have the right to review and inspect from time to time such records, books and accounts to confirm that amounts paid or to be paid by it hereunder were correctly calculated in accordance with the terms of this Purchase Order. Buyer shall have the right to have its internal/external auditors audit all costs which have been charged to it, including costs that are allocated amongst other Seller operations and the methodology of such allocation. Costs which are allocated among Buyer and others, including Seller, shall be allocated among Buyer and others on a fair and equitable basis having regard to the benefit which each party receives from such costs. Upon Buyer's request, Seller shall provide Buyer with Seller's method used in allocating costs amongst its other operations. If any audit indicates that Buyer has been overcharged or undercharged for costs and/or fees, Seller shall forthwith refund such overcharge and Buyer shall forthwith pay such undercharge. Seller shall have the right to review such audit with Buyer's internal/external auditor.

13. Unless stated to the contrary, for sales in the USA, this Purchase Order will be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Each party hereto consents exclusively to subject matter and in personam jurisdiction and venue in the United States District Court of New Jersey. If such court lacks subject matter jurisdiction, then each party hereto consents exclusively to in personam jurisdiction and venue in a court of competent jurisdiction in Camden County, New Jersey. For Sales in Canada, this Purchase Order will be governed by, construed and enforced in accordance with the laws of the Province of Ontario, without giving effect to conflict of law principles. Each party hereto consents exclusively to subject matter and in personam jurisdiction and venue in Toronto, Ontario, Canada.

14. If a dispute or claim arises as to interpretation, breach, or enforcement of any provision of this Order, other than enforcement of any provision which would entitle a party to injunctive relief, specific performance, or other equitable relief, the parties agree to resolve the dispute or claim in good faith before resorting to any remedies otherwise available at law.

15. Seller may neither assign this Agreement nor delegate performance hereunder without prior written approval from Buyer.

16. Seller has all licenses, permits and approvals required by any and all applicable governmental agencies or units having jurisdiction that may be required for Seller to enter into agreement for the goods and/or services hereunder.

17. Neither the execution nor delivery by Seller of this Agreement, nor the consummation by Seller of any of the transactions contemplated by this Agreement, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaws or material agreement, order, law, rule or regulation to which it is a party or which is otherwise applicable to Seller.

18. In accepting this order, Seller guarantees the above goods against defects in workmanship and material for a period of (1) year after receipt and acceptance, and should any defects develop during that period, Seller agrees to make replacement satisfactory to Buyer without charge.

19. All terms and conditions of this purchase are written or printed on this Purchase Order and, unless otherwise stated in this Purchase Order, any and all terms or conditions in any offer or proposal submitted by Seller, or in any correspondence, or otherwise, are superseded and of no further force or effect. No change in this Purchase Order, or approval of any change order submitted by Seller, shall be valid or enforceable without prior written approval signed by Buyer.

20. This Purchase Order may act as written confirmation of telephone order(s) placed with Seller.

21. Seller's warranties and guarantees survive Buyer's payments and acceptance of the materials.