

INTERRA PURCHASE TERMS

The following terms and conditions (these “Purchase Terms”) shall apply when Interra International LLC and/or any of its affiliates or subsidiaries (“Interra” or “Buyer”), purchase goods (“Product”) and/or services (“Services”) from a seller (“Seller”), anywhere in the world.

1. Binding Contract.

1.1 Interra’s purchase transaction document, specific to each transaction, (hereinafter, referred to as a “Purchase Order”, regardless of whether the specific writing or document, is titled ‘Purchase Order’, ‘Purchase Contract’, or another synonymous term. In the absence of a formal Purchase Order, these terms shall additionally apply to any transaction where Interra engages, or is engaged by, a seller of goods or services, for the purpose of obtaining Goods or Services. Buyer’s assent to any transaction contemplated is strictly conditioned on Seller’s acceptance of the terms in the Purchase Order and these Purchase Terms which are published at https://interrainternational.com/general_terms/purchase-terms/.

1.2 Interra’s Purchase Order together with these Purchase Terms constitute the valid, legally binding, and enforceable agreement of Buyer and Seller with respect to the subject matter of the Purchase Order (together, the “Contract”). Seller shall be deemed to have accepted all terms and conditions of the Contract, upon the occurrence of any of the following:

- a) earliest of Seller’s signing and returning to Buyer an acknowledgement copy of the Purchase Order,
- b) Seller’s confirmation of the Buyer’s Purchase Order,
- c) Seller’s shipment of any portion of the Product pursuant to this Contract or the applicable Incoterm stated in the Purchase Order, or
- d) Seller acknowledging or accepting the Purchase Order electronically on the Interra Trade Management System or by an equivalent electronic data interchange message.

1.3 Any acceptance of the Purchase Order is limited to acceptance of the express terms contained in the Purchase Order and these Purchase Terms. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Purchase Order or these Purchase Terms in Seller's confirmation, or acceptance or any other writing, is hereby objected to and rejected; but such proposals shall not operate as a rejection of this Contract unless such variances are in the terms of the description, quantity, price or delivery of the Product. Variances in the items of the description, quantity, price or delivery of the Product shall constitute a rejection of this Contract. Variances in other items shall constitute an acceptance of the Purchase Order and these Purchase Terms and a request for variances there from which shall not become part of the contract between Seller and Buyer unless specifically consented to in writing signed by Buyer.

1.4 With respect to any matter or issue related to the Contract which is not expressly provided for in the Purchase Order and these Purchase Terms:

- a) Seller will be bound by any usage to which Buyer and Seller have agreed, including any Trade Rules designated in the Purchase Order, and by any practices which they have established between themselves, and
- b) Buyer and Seller will be considered, for purposes of the Contract, to have impliedly made applicable to the Contract a usage which they knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts in the nature of the Contract and in the trade in which Buyer is engaged.

2. Seller Warranties.

2.1 Seller expressly warrants that:

- a) all Product purchased hereunder shall be merchantable in the trade as goods strictly of the kind and quality described in the Purchase Order, shall be of good quality and free from defects, shall conform to the specifications set forth in the Purchase Order, and unless otherwise specified in the Purchase Order, if the Product is to be purchased in a frozen or otherwise treated for preservation, such Product shall not have been processed, frozen, or transformed not more than ninety (90) days prior to delivery,

- b) all Product will pass sanitary inspection of the United States (“U.S.”) Department of Agriculture, or similar inspecting body if Product originated outside of the U.S., and the sanitary inspection of applicable authorities in the country of destination if disclosed in the Purchase Order, or otherwise made known to Seller,
- c) if Seller knows or has reason to know the particular purpose for which Buyer intends to use the Product, such Product will be fit for such particular purpose,
- d) the Product will be adequately contained, packaged, marked and labeled and all Product will conform in all respects to samples and to any statements made on the containers or labels or advertising material or pamphlets for such goods,
- e) Seller has good and marketable title to all Product provided under the Contract,
- f) Seller is in compliance with rules and orders of the U.S. Department of Treasury, U.S. Department of Commerce and U.S. Department of State, and neither Seller nor any person with whom Seller has dealt with respect to the Product is on a list of persons with whom Buyer is restricted from dealing including the foregoing departments’ lists of Specifically Designated Nationals, Specially Designated Global Terrorists, Designated Foreign Terrorist Organizations, Debarred Persons, Blocked Persons or Denied Persons, or lists now or in the future created or maintained by departments or agencies of the U.S. Government for the same or similar purpose,
- g) Seller is in compliance with all applicable U.S. laws, rules and regulations, including export control laws, the Foreign Corrupt Practices Act, U.S.A. Patriot Act, Export Administration Act and Anti-Boycott Regulations, and
- h) the Product will be produced and delivered to Buyer in compliance with all applicable foreign, federal, state and local laws.

2.2 Seller agrees that:

- a) Inspection, acceptance or use of the Product by Buyer shall not affect Seller’s warranties under this Section 2, and the warranties herein shall survive delivery, inspection, test, acceptance and resale of the Product,
- b) Seller’s warranties shall run to Buyer, its successors and assigns and purchasers of the Product re-sold by Buyer, and Seller expressly permits Buyer’s assignment of these warranties to such persons, and
- c) notwithstanding any language or terms in Seller’s forms, the warranties in this Section 2 shall control insofar as the same may conflict with any warranty or limitation on warranty set forth in Seller’s forms.

2.3 Seller agrees that:

a) At Buyer's option, Seller shall at Seller's expense

1) replace any Product for which a breach of warranty exists and take such action as is necessary and expedient to comply with laws, rules and regulations applicable to the replacement Product, or

2) refund the full purchase price for such Product, and

b) Seller shall also be liable for all expenses and damages, including shipping, receiving and storage costs of Buyer, damages to Buyer's customers and their sub-customers, and all other incidental and consequential damages of Buyer for any breach of warranty.

3. Buyer's Warranties. Neither Buyer nor any person with whom Buyer will deal with respect to the Product, is on a list of persons with whom Buyer is restricted from dealing, including the U.S. Department of Treasury, U.S. Department of Commerce, and U.S. Department of State's lists of Specifically Designated Nationals, Specially Designated Global Terrorists, Designated Foreign Terrorist Organizations, Debarred Persons, Blocked Persons or lists now or in the future created or maintained by departments or agencies of the U.S. Government for the same or similar purpose.

4. Indemnity.

4.1 To the fullest extent permitted by applicable law, Seller shall indemnify and hold harmless Buyer and its parent companies, subsidiaries and affiliates, and their respective agents, servants, employees, officers, directors, customers, and any other third party to whom they may owe a similar obligation by contract or operation of law, (each herein referred to as an "Indemnitee"), from and against all Losses incurred by any Indemnitee who is, was, or is a party to, or otherwise becomes involved in, a Proceeding (including as a witness) arising out of, in connection with, or with respect to:

a) The Product,

b) Any breach of Seller's warranties in Section 2 of these Purchase Terms,

- c) Any breach or default of the Contract by Seller, or
- d) In which it is alleged that the Product or other goods manufactured, packed, warehoused, distributed or sold under the Purchase Order was adulterated, misbranded, falsely advertised or otherwise not in compliance with any U.S. or foreign, national, state or local law, rule, ordinance or regulation.

4.2 For purposes of Subsection 4.1,

- a) “Losses” means the total amount an Indemnitee, or person on behalf of an Indemnitee, pays or becomes legally obligated to pay in connection with any Proceeding, including:
 - 1) judgments, fines, excise taxes
 - 2) amounts paid in settlement,
 - 3) costs, charges and expenses (including attorneys, accountants and expert witness fees) incurred in the investigation, defense or prosecution of or other involvement in any Proceeding and any appeal including the cost of appeal, and
 - 4) the cost of establishing the right to indemnification hereunder, and
- b) “Proceeding” means any threatened, pending or completed action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, and whether formal or informal.

4.3 The terms and conditions of this Section 4 shall survive consummation of the Contract and the transactions contemplated by the Purchase Order, including delivery of the Product and payment, for a period of two (2) years or such longer period as may be permitted under applicable law.

5. Inspection/Nonconformity.

5.1 Payment for the Product delivered hereunder shall not constitute acceptance of the Product. Certification of the Product by the U.S. Department of Agriculture, Meat Inspection Division, the U.S. Food and Drug Administration or any other similar foreign, federal, state or local governmental authority or agency shall not constitute proof that the Product is conforming, sound or otherwise acceptable.

5.2 Buyer shall have the right to inspect the Product before or after payment (without regard to the manner of shipment or any shipping or price terms contained herein) and in the event that any of the Product is in Buyer's judgment defective or nonconforming, in its sole discretion, to reject any or all of such defective or nonconforming Product, without invalidating the entire order, or to cancel and reject the entire order. Product rejected, and goods supplied in excess of quantities called for in the Purchase Order, may be returned to Seller at Seller's expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such Product. For a period of ninety (90) days after delivery to Buyer (such period being deemed reasonable by the parties), Buyer reserves the right to revoke any acceptance of nonconforming Product, the nonconformity of which was not perceptible upon initial inspection. Seller acknowledges that Buyer may resell the Product to a subsequent purchaser who will inspect the Product for defects and nonconformity; accordingly, Seller agrees that Buyer may exercise its right of rejection for defects or nonconformity at the request of, and for the benefit of, Buyer's purchaser.

6. Product Recall. If Buyer becomes aware of any defect in the Products that could reasonably be expected to cause personal injury or property damage, Buyer shall promptly notify Seller and shall cooperate with Seller in any recall of the Products. Seller shall be responsible for all costs and expenses incurred by Buyer in connection with any recall, including but not limited to the cost of notifying customers, the cost of replacing or repairing the Products, and the cost of any legal defense. Buyer shall have the right to terminate any existing performance obligation upon written notice to Seller if Seller fails to recall the Product or provide reasonable and timely support within a reasonable time after Buyer's notification.

7. Price. The price or prices for the Product set forth in the Purchase Order are firm and, unless otherwise provided in the Purchase Order, Seller shall:

7.1 Be responsible for the prompt payment of all charges imposed or payable on any of the Product, including state and local taxes, customs duties and tariffs, freight, and insurance, and,

7.2 Pay and bear the risk of any increase in the cost of freight or other shipping costs, insurance or other charges imposed or payable on any of the Product.

8. Shipment and Delivery.

8.1 If the Purchase Order provides for Seller to contract for the carriage of the Product, and in order to comply with Seller's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the Purchase Order, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.

8.2 Shipments must equal amounts ordered unless otherwise agreed by Buyer, and partial shipments against the Purchase Order are not authorized except as may be specifically stated or indicated with respect to the delivery date specified in the Purchase Order, or unless authorization is obtained from Buyer in writing.

8.3 Buyer shall have the right at any time prior to shipment to make changes in specifications, package and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, an equitable adjustment shall be made, and the Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Section 8.3.

8.4 The term “delivery” as used in the Contract (the Purchase Order and these Purchase Terms), other than with respect to the giving of notices, means,

- a) when used in the context of the Seller’s obligations, that point in time when the Seller has fulfilled its delivery obligation as specified in the “A4” clauses of Incoterms 2020 specified in the Purchase Order, and
- b) when used in the context of the Buyer’s obligation to take or accept delivery of Product, the obligation which is specified in the “B4” clauses of the Incoterms 2020 specified in the Purchase Order. The Seller must do all acts which are reasonably necessary consistent with the Incoterm (2020) specified in order to enable Buyer to take delivery.

8.5 Seller acknowledges that the Product purchased hereunder is purchased for resale and that Buyer has promised deliveries to its customers based on the delivery date(s) specified herein. Time is, therefore, of the essence of this Purchase Order. If delivery is not made at the location, by the date(s) and method specified in the Purchase Order, Buyer reserves the right without liability and in addition to its other rights and remedies hereunder to terminate the this Purchase Order by notice as to Product not yet receive and to purchase substitute items elsewhere and charge Seller with any Loss incurred.

9. Documents. All Product delivered to Buyer will be accompanied by the documents specified in the Purchase Order and all other documents required by applicable foreign and domestic law:

9.1 For the exportation by Seller from the country of origin and shipment, and

9.2 For the importation by Buyer in the country specified, if the terms of the Purchase Order include a so called “D” term under Incoterms 2020, or the Purchase Order provides that the Product is to be exported by Buyer to a specified country.

10. Force Majeure/Delays/Impossibility. Buyer shall not be liable for delaying shipping or delivery of the Product, or for its failure to perform hereunder or breach or default hereof due to strike, labor trouble, war, insurrection, civil commotion, acts of public enemy, acts of terrorism

(whether threatened or actual), pandemic, fire, explosion, accident, flood, storm, act of God, act of any governmental authority, executive or administrative orders or other legal restrictions including trade bans, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the reasonable control of Buyer which renders Buyer's performance impossible or impracticable or causes Buyer's breach or default hereof.

11. Termination. Buyer reserves the right to terminate the Contract, in whole or in part, in accordance with Section 11 of these Purchase Terms or by giving Seller notice, in writing, at any time prior to delivery of the Product. Upon receipt of notice of termination, Seller agrees to stop all performance by Seller hereunder except as Buyer may direct in writing.

12. Seller Default.

12.1 Seller shall be in material breach and default under the Contract if Seller:

- a) generally does not pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors, or any Proceeding is instituted by or against Seller seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, or
- b) fails to strictly comply with any of the terms and conditions (including delivery) of the Contract or with the terms and conditions (including delivery) of any other contract between Seller, or any affiliate of Seller, and Buyer, or
- c) in Buyer's sole discretion, Buyer deems itself insecure due to Seller's creditworthiness or credit rating or standing.

12.2 In the event of a breach or default by Seller, Buyer shall be entitled without being itself in breach or default of the Contract, and without waiving any rights to demand strict performance for that or any subsequent or other breach or default to :

- a) delay Buyer's performance for any period deemed by Buyer to be reasonably appropriate to allow Seller to cure its breach or default, including delaying shipment and/or delivery of the Product, or
- b) cancel any unfilled part of the Contract, in either case without any liability of Buyer to Seller whatsoever. Buyer shall also have such other rights and remedies afforded to Buyer for breach of contract under the Uniform Commercial Code as enacted in the State of Georgia, U.S.A. and under any other applicable law, including the remedies of incidental and consequential damages.

12.3 If the Purchase Order provides for purchase or delivery of Product in installments, failure of Seller to perform any of its obligations with respect to any purchase, installment, or delivery constitutes a breach of Contract with respect to that purchase, installment, or delivery, and Buyer may declare the Contract void with respect that purchase, installment, or delivery and all subsequent sales, installments, and deliveries.

12.4 Seller shall pay, and be solely liable for, all transport handling costs, compensation to ship owners ("Demurrage"), costs of discharging operations, and other costs incurred as a result of, or following, any breach or default by Seller or Buyer's exercise of its remedies.

12.5 The rights and remedies provided Buyer herein shall be cumulative, may be exercised singly or concurrently, and are in addition to any other rights and remedies provided at law or in equity.

13. Setoff. Any claims for money due or to become due from Buyer or its affiliates to Seller shall be subject to deduction or setoff by Buyer by reason of any claim arising out of this or any other transaction with Seller.

14. Buyer Default.

14.1 In no case shall Buyer be liable for the value or cost of any property or any special, incidental or consequential damages based upon breach of any warranty, breach of contract, negligence, strict liability, tort or any other legal theory including loss of profits, loss of savings

or revenue, loss of use of goods, cost of capital, cost of any substitute goods, down time, the claims of any third party, including customers, personal injury, death or injury to property. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Contract or from the performance or breach or default thereof shall in no case exceed the price set forth herein allocable to the Product or unit thereof which gives rise to the claim. THESE REMEDIES CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AGAINST BUYER FOR BREACH OR DEFAULT, INCLUDING ANY BREACH OF WARRANTY OR ANY OTHER CLAIM UNDER THE CONTRACT.

14.2 Seller may not request nor obtain a judgment or order for Buyer's specific performance of the Contract.

14.3 Seller agrees to use its best efforts to minimize any damage it may incur or suffer as a result of any claimed breach of contract. In furtherance and not in limitation of the foregoing, Seller agrees to make a reasonable effort to sell the Product for Buyer's account and pending such sale, to store the Product under proper refrigeration or provide any other necessary temperature or climate controlled conditions, to fumigate the Product as necessary, to store the Product in a dry place if the Product is canned goods and take any and all other such actions as may be reasonably necessary to maintain the Product in a good and saleable condition for Product of such type.

14.4 Any action resulting from any breach of warranty or any other breach or default on the part of Buyer arising out of the Contract must be commenced within one (1) year after the date of the Purchase Order.

15. Dispute Resolution

15.1 Arbitration. At the option of Buyer, any controversy or claim arising out of or relating to the Contract, or the breach or default thereof, shall be settled by binding arbitration in

Atlanta, Georgia, U.S.A., conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15.2 Litigation. TO THE EXTENT BUYER DOES NOT SELECT ARBITRATION FOR THE RESOLUTION OF ANY CLAIM OR DISPUTE HEREUNDER:

- a) SELLER AND BUYER EACH HEREBY AGREE THAT THE UNITED STATES DISTRICT COURT SITTING IN ATLANTA, GEORGIA, U.S.A., OR AT THE OPTION OF BUYER, ANY STATE COURT LOCATED IN FULTON COUNTY, GEORGIA, U.S.A. SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN SELLER AND BUYER PERTAINING DIRECTLY OR INDIRECTLY TO THE PURCHASE ORDER, THESE PURCHASE TERMS, OR ANY MATTER ARISING THEREFROM. SELLER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS. SELLER FURTHER WAIVES ITS RIGHTS TO MOVE SAID COURTS TO TRANSFER VENUE OF SUCH ACTION OR PROCEEDING FOR LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE EXCLUSIVE CHOICE OF JURISDICTION SET FORTH IN THIS SECTION 15 SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY BUYER FOR THE ENFORCEMENT BY BUYER OF ANY JUDGMENT OBTAINED IN SUCH JURISDICTION IN ANY OTHER JURISDICTION.
- b) SELLER AND BUYER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE CONTRACT AND THE BUSINESS RELATIONSHIP BETWEEN THEM. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE, AND SELLER ACKNOWLEDGES THAT NEITHER BUYER NOR ANY PERSON ACTING ON BEHALF OF BUYER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. SELLER AND BUYER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THE CONTRACT.

15.3 Applicable Law. All issues relating to the Contract shall be governed exclusively by and construed under the laws of the State of Georgia (United States), excluding the conflict of law rules of any jurisdiction and excluding the United Nations Convention on Contracts for the

International Sale of Goods and the United Nations Convention on the Limitation Period for the International Sale of Goods, as amended. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the United Nations Convention on the Limitation Period for the International Sale of Goods shall apply to this Contract.

16. Notices. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under the Contract (the Purchase Order or these Purchase Terms) shall be in writing, and shall be deemed to have been properly given and shall be effective upon being

16.1 Personally delivered, or

16.2 Delivered by a commercial firm regularly engaged in the business of document delivery and which maintains a record of receipt and delivery (“Courier”), or

16.3 Sent by facsimile or e-mail confirming receipt at the number or email address shown for such person in the Purchase Order followed by notice given pursuant to Section 16.2 under terms of an agreement between the sender and Courier which requires delivery by the Courier no later than the earliest available delivery day offered by the courier following the day it is received by the Courier. Delivery under Sections 16.1 and 16.2 shall be made to a party at the address of such party set forth in the Purchase Order. Personal delivery to a party or to any officer, agent, or employee of such party at said address shall constitute delivery. E-mail and facsimile may be used for day-to-day and routine correspondence for the convenience of the parties, but e-mail and facsimile shall not constitute notice unless the other provisions of Section 16.3 are specifically followed. Rejection or other refusal to accept or inability to deliver notice because of changed address of which no notice has been received shall also constitute delivery.

17. Entire Agreement. The Purchase Order and these Purchase Terms constitute the entire Contract and agreement between Seller and Buyer with respect to the subject matter hereof. The

Contract supersedes all understandings, representations, proposals or negotiations between the Buyer and Seller, including any sales or brokerage confirmation between the parties, or seller's terms or conditions, whether oral or written. No oral agreements contradict or vary in any way, any provision contained herein. In the event of a conflict or inconsistency between these Purchase Terms and any trade rules that are specified in the Purchase Order, these Purchase Terms shall govern and control.

18. Confidentiality. During the term of this Contract and for a reasonable period thereafter, Seller agrees to keep all information, including but not limited to, financial, technical, marketing, and business information, that is conveyed by Buyer confidential and not to disclose such information to any third party without the prior written consent of Buyer. Seller shall use such information solely for the purpose of performing its obligations under this Contract and shall take all reasonable measures to protect the confidentiality and secrecy of such information. In the event of any breach of this confidentiality obligation, Buyer shall be entitled to immediate remedy at a court of equity, and Seller agrees that such breach may cause irreparable harm to Buyer for which damages awarded under remedy at law may not be sufficient.

19. Waiver. No waiver of any provision of or default under the Contract shall affect Buyer's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by the Buyer.

20. Assignment. The rights and obligations of Seller hereunder may neither be assigned nor delegated (by operation of law or otherwise) without the prior written consent of Buyer. Any assignment or attempted assignment by Seller in violation of the Contract is void.

21. Independent Contractor. Seller shall perform its obligations under the Contract as an independent contractor and under no circumstances shall it be considered an agent or employee of

Buyer. The Contract does not and shall not, in any way, be construed so as to, create a partnership or any other kind of joint undertaking or venture between Seller and Buyer.

22. Interpretation.

22.1 Wherever possible, each provision of the Contract (the Purchase Order and these Purchase Terms) shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Contract shall be prohibited by or invalid under applicable law, said provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Contract.

22.2 The words “include,” “includes” and “including” when used in these Purchase Terms will be interpreted as if they were followed by the words “without limitation.”

22.3 Terms appearing in the Contract which are defined or interpreted by the International Chamber of Commerce Official Rules For The Interpretation Of Trade Terms (“Incoterms”) shall be interpreted in accordance with Incoterms 2020 rules as specifically modified by the Contract (in the case of an irreconcilable conflict between Incoterms 2020 and the Contract, the Contract shall prevail).

End of General Purchase Terms