

## Nuestro Queso, LLC

100 S. Wacker Drive, Suite 1950, Chicago IL 60606

### TERMS AND CONDITIONS OF SALE

#### ORDER and PRODUCT INFORMATION

##### Order Placement

Orders are to be received by Electronic Data Interchange (EDI) or Email only. No manual or verbal orders will be accepted. Orders can be placed Monday thru Friday until end of business (7:00AM - 4:00 PM Central Time). The lead-time is 14 calendar days following the date of order to the date of shipment. Orders received by Wednesday at 4:00 PM will be included in the following week's production. Orders received Thursday thru Sunday will be entered the following Monday and lead time begins then. All orders are subject to acceptance by Operations Management.

##### Order Change Policy

Since our production schedule is based on your orders, we will not accept any short-lead time orders or customer requested order changes. Additions to already placed and accepted orders should be placed as new orders.

##### Minimum Orders

The minimum delivered or pick-up order quantity is one full pallet. Occasionally our production runs will produce several extra cases of your product. These will be included with and invoiced with your order.

##### Minimum Item Qty

All items on an order must be placed in pallet quantities or no less than pallet layer increments. No exceptions.

##### Freight

If Product is purchased delivered, freight charges will be estimated based on the carrier quote, but actual carrier freight, including fuel surcharges, will be invoiced.

##### Product Warranty

All products are guaranteed to be free of manufacturing defect thru Nuestro Queso printed code date. Sales are not guaranteed. All sales are final.

##### Product

Nuestro Queso products are manufactured in accordance with Good Manufacturing Practices ("GMP"). Temperature sensors are to be maintained throughout the transportation and unloading process. Sensors that are tampered with will void any credit possibilities.

#### PRICING and PAYMENT TERMS

##### Pricing

All products have pricing agreed upon prior to shipment unless otherwise specified. During volatile market conditions, we reserve the right to make price adjustments if necessary. Items are priced F.O.B. Nuestro Queso shipping plant or warehouse, unless specified as delivered.

##### Payment Terms

As part of the new Customer application process, the Nuestro Queso Credit Committee will determine whether credit terms should be granted. If terms are granted, each applicant will be advised of their credit terms. If credit terms are not granted, the new Customer will be expected to pay cash in advance.

**Deductions**

Nuestro Queso must pre-approve any deductions or credits. The exact dollar amount and reason for deduction as determined by Nuestro Queso internal investigation must be mutually agreed upon and documented prior to a deduction being taken or any credit being issued. Any deduction taken without prior approval will generate a request for repayment. Unresolved deductions will be a reason for holding or canceling future orders.

**ADDITIONAL INFORMATION****Pallets**

Products will be shipped on standard wooden 48" X 40" pallets, unless Chep pallets have been agreed upon and documented in advance of the order being placed.

**Private Label Packaging**

Details on reimbursement requirements for changes in artwork, design, nutrition, or any other reason are available in our separate agreement, if applicable.