

173919

THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

NOTE: FRANCISCO VILLALOBOS

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Phone: 613-8676 Fax: 613-8105 Deliver To/Enviar a

SAN JERONIMO WAREHOUSE **BLVD INTERNACIONAL** LOTES UIB3, UIB4 SAN JERONIMO

Cd. Juarez, Mexico 32505

FECHA ORDENADO 12/04/2023
FECHA REQUERIDO 12/04/2023
FECHA DE ENTREGA
PICK-UP DELIVERY
DELIVERY LOCATION/ENTREGA
1701 NORTHWESTERN, EL PASO, TX
1800 NORTHWESTERN, EL PASO, TX
SUNRISE CONFECTIONS, Cd JUAREZ

Bill to/Facturar a

Confecciones de Juarez S.A. de C.V. Av. Ishikawa #9040 Parque Industrial Geminis Cd. Juarez, CH C.P. 32674 RFC-CJU-000920-339

	Table derividenteries, deverment
DRIVER NAME:	
TRIP NUMBER:	

TRAILER NUMBER: _

VENDO			SHIP VIA		Currency/Moneda	
LINEA	QTY/CANT	NUMERO	DESCRIPCION	U/M	PRECIO UNITARIO	PRECIO TOTAL
1	60.0000	1000	EQUIPMENT TUBO CONDUIT PARED GRUESA DE 1/2" CON COPLE	EA	145.4400 Date Required	8,726.40 12/04/2023
2	30.0000	1000	EQUIPMENT TUBO COINDUIT PARED GRUESA DE 1 1/2 CON COPLE	EA	420.3900 Date Required	12,611.70 12/04/2023
3	200.0000	1000	EQUIPMENT TUBO CONDUIT PARA PARED GRUESA DE 3/4" CON COPLE	EA	179.9000 Date Required	35,980.00 12/04/2023
4	18.0000	1000	EQUIPMENT CONCETOR PARA PARED DELGADA DE 1/2"	EA	7.0900 Date Required	127.62 12/04/2023
5	9.0000	1000	EQUIPMENT CONECTOR PAR APARDE DELGA DE 1 1/2	EA	26.8600 Date Required	241.74 12/04/2023
6	60.0000	1000	EQUIPMENT CONECTOR PARA PAREDE DELGADA DE 3/4 "	EA	8.3700 Date Required	502.20 12/04/2023
7	18.0000	1000	EQUIPMENT COPLE PARA PARED DELGADA DE 1/2"	EA	5.3900 Date Required	97.02 12/04/2023
8	9.0000	1000	EQUIPMENT COPLE PARA PADED DELGADA DE 1 1/2	EA	25.0500 Date Required	225.45 12/04/2023
9	60.0000	1000	EQUIPMENT COPLE PARA PARED DELGADA DE 3/4	EA	7.7600 Date Required	465.60 12/04/2023
10	18.0000	1000	EQUIPMENT COPLE A COMPRESION DE 1/2"	EA	11.9300 Date Required	214.74 12/04/2023
11	9.0000	1000	EQUIPMENT COPLE A COMPESION DE 1 1/2"	EA	101.7100 Date Required	915.39 12/04/2023
12	60.0000	1000	EQUIPMENT COPLE A COMPRESION DE 3/4	EA	14.8600 Date Required	891.60 12/04/2023
13	60.0000	1000	EQUIPMENT ABRAZADERA TIPO CLIP DE 1/2"	EA	4.3000 Date Required	258.00 12/04/2023

Mount Franklin Foods

173919

THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

NOTE: FRANCISCO VILLALOBOS

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Phone: 613-8676 Fax: 613-8105

Bill to/Facturar a

Deliver To/Enviar a

SAN JERONIMO WAREHOUSE **BLVD INTERNACIONAL** LOTES UIB3, UIB4 SAN JERONIMO

Cd. Juarez, Mexico 32505

FECHA ORDENADO	12/04/2023
FECHA REQUERIDO	12/04/2023
FECHA DE ENTREGA	
PICK-UP	DELIVERY
DELIVERY LOCATION	/ENTREGA
1701 NORTHWEST	TERN, EL PASO, TX
1800 NORTHWEST	TERN, EL PASO, TX
SUNRISE CONFEC	CTIONS, Cd JUAREZ

DRIVER N	AME:		

TRAILER NUMBER: -

TRIP NUMBER:

Confecciones de Juarez S.A. de C.V.
Av. Ishikawa #9040
D

Parque Industrial Geminis Cd. Juarez, CH C.P. 32674

RFC-CJU-000920-339

VENDO:	R NO. 1425		SHIP VIA		Currency/Moneda	MXP
LINEA	QTY/CANT	NUMERO	DESCRIPCION	U/M	PRECIO UNITARIO	PRECIO TOTAL
14	9.0000	1000	EQUIPMENT ABRAZADERA TIPO CLIP DE 1 1/2	EA	8.3600 Date Required	75.24 12/04/2023
15	60.0000	1000	EQUIPMENT ABRAZADERA TIPO CLIP DE 3/4	EA	4.4000 Date Required	264.00 12/04/2023
16	40.0000	1000	EQUIPMENT ADRAZADERA PARA UNICANAL PARA PARA GRUESA DE 1/2	EA	5.2800 Date Required	211.20 12/04/2023
17	6.0000	1000	EQUIPMENT ABRAZADERA PARA UNICANAL PARA PARED GRUSA DE 1 1/2 "	EA	9.8200 Date Required	58.92 12/04/2023
18	40.0000	1000	EQUIPMENT ABRAZADERA PAR AUNICANAL PARA PARED GRUESA DE 3/4	EA	7.0000 Date Required	280.00 12/04/2023
19	20.0000	1000	EQUIPMENT CAJA REGISTRO ELECTRICO 6*6*4 NEMA 1 REG 6*6*4 N-1	EA	210.0000 Date Required	4,200.00 12/04/2023
20	6.0000	1000	EQUIPMENT CAJA 2/4 P DE AGUA 3 KO 1/2 47	EA	61.0000 Date Required	366.00 12/04/2023
21	6.0000	1000	EQUIPMENT CAJA 2*4P DE AGUA 3/4 48	EA	65.8200 Date Required	394.92 12/04/2023
22	6.0000	1000	EQUIPMENT TAPA 2*4 APD AGA CIEGA	EA	18.9800 Date Required	113.88 12/04/2023
23	6.0000	1000	EQUIPMENT CUBIERTA PAR AINTEMPERIE	EA	51.4000 Date Required	308.40 12/04/2023
24	6.0000	1000	EQUIPMENT TAPA 2*4 APDA P TOMA DOBLE BE	EA	200.4600 Date Required	1,202.76 12/04/2023
25	6.0000	1000	EQUIPMENT TOMA CORRIENTE 2 USB BL SAGLI	EA	555.4700 Date Required	3,332.82 12/04/2023
26	36.0000	1000	EQUIPMENT CINTA AISLANTE SUPER 33 3/4	EA	81.0000 Date Required	2,916.00 12/04/2023

Mount Franklin Foods

173919

THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Phone: 613-8676 Fax: 613-8105 Deliver To/Enviar a

SAN JERONIMO WAREHOUSE **BLVD INTERNACIONAL** LOTES UIB3, UIB4 SAN JERONIMO Cd. Juarez, Mexico 32505

FECHA ORDENADO	12/04/2023
FECHA REQUERIDO	12/04/2023
FECHA DE ENTREGA PICK-UP	DELIVERY
DELIVERY LOCATION 1701 NORTHWES	N/ENTREGA TERN, EL PASO, TX
1800 NORTHWES	TERN, EL PASO, TX
SUNRISE CONFE	CTIONS, Cd JUAREZ

NOTE: FRANCISCO VILLALOBOS	1800 NORTHWESTERN, EL PASO, TX
Bill to/Facturar a	SUNRISE CONFECTIONS, Cd JUAREZ
Confecciones de Juarez S.A. de C.V. Av. Ishikawa #9040	DRIVER NAME:
Parque Industrial Geminis Cd. Juarez, CH C.P. 32674	TRIP NUMBER:
RFC-CJU-000920-339	TRAILER NUMBER:
	C

VENDO	VENDOR NO. 1425 SHIP VIA Currency/Moneda MXP					
LINEA	QTY/CANT	NUMERO	DESCRIPCION	U/M	PRECIO UNITARIO	PRECIO TOTAL
27	40.0000	1000	EQUIPMENT TUBO LCUAT FLEX 1/2 CARR 350	EA	22.0000 Date Required	880.00 12/04/2023
28	40.0000	1000	EQUIPMENT TUBO LUCUAT FELX 3/4 CAR250M	EA	31.0000 Date Required	1,240.00 12/04/2023
29	40.0000	1000	EQUIPMENT REDUCCION ALUMINIO A 1 A 1/2	EA	13.4100 Date Required	536.40 12/04/2023
30	40.0000	1000	EQUIPMENT REDUCCION ALUMINIO 1 A 3/4	EA	13.4100 Date Required	536.40 12/04/2023
31	40.0000	1000	EQUIPMENT REDUCCION ALUMINIO A 1/2 A 1	EA	18.8400 Date Required	753.60 12/04/2023
32	40.0000	1000	EQUIPMENT REDUCCION ALUMINIO 1 1/2 A 1/2	EA	23.4000 Date Required	936.00 12/04/2023
33	40.0000	1000	EQUIPMENT REDUCCION ALUIMINIO 1 1/2 A 3/4	EA	19.9800 Date Required	799.20 12/04/2023
34	40.0000	1000	EQUIPMENT REDUCCION ALUMINIO 3/4 A 1/2	EA	6.5400 Date Required	261.60 12/04/2023
35	400.0000	1000	EQUIPMENT CAJA ROLLO CABLE BLANCO AWG 10	EA	14.6800 Date Required	5,872.00 12/04/2023
36	400.0000	1000	EQUIPMENT CAJA ROLLO CBALE NEGRO AWG 10	EA	14.6800 Date Required	5,872.00 12/04/2023
37	100.0000	1000	EQUIPMENT MTS CABLE USO RUDO 3*12	EA	39.9400 Date Required	3,994.00 12/04/2023
38	400.0000	1000	EQUIPMENT CAJA ROLLO CABLE USO RUDO 3*12	EA	9.2900 Date Required	3,716.00 12/04/2023
39	10.0000	1000	EQUIPMENT CONDULET LB 1/2"	EA	35.7500 Date Required	357.50 12/04/2023
40	10.0000	1000	EQUIPMENT CONDULET LB 1 1/2"	EA	144.0300 Date Required	1,440.30 12/04/2023

Mount Franklin Foods

173919

THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

FECHA ORDENADO 12/04/2023

CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

NOTE: FRANCISCO VILLALOBOS

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Phone: 613-8676 Fax: 613-8105

Deliver To/Enviar a

SAN JERONIMO WAREHOUSE **BLVD INTERNACIONAL** LOTES UIB3, UIB4 SAN JERONIMO Cd. Juarez, Mexico 32505

	FECHA REQUERIDO 12/04/2023
	FECHA DE ENTREGA
	PICK-UP DELIVERY
	DELIVERY LOCATION/ENTREGA
	1701 NORTHWESTERN, EL PASO, TX
	1800 NORTHWESTERN, EL PASO, TX
	SUNRISE CONFECTIONS, Cd JUAREZ
R N	AME:
TT TN 4	DED.

DRIVER NAME:	
TRIP NUMBER:	

TRAILER NUMBER: _

Bill to/Facturar a

Confecciones de Juarez S.A. de C.V. Av. Ishikawa #9040 Parque Industrial Geminis Cd. Juarez, CH C.P. 32674 RFC-CJU-000920-339

VENDO	R NO. 1425		SHIP VIA		Currency/Moneda	MXP
LINEA	QTY/CANT	NUMERO	DESCRIPCION	U/M	PRECIO UNITARIO	PRECIO TOTAL
41	10.0000	1000	EQUIPMENT CONDULET LB 3/4"	EA	42.4400 Date Required	424.40 12/04/2023
42	10.0000	1000	EQUIPMENT CONDULET T 1/2"	EA	39.0000 Date Required	390.00 12/04/2023
43	10.0000	1000	EQUIPMENT CONDULET T 1 1/2	EA	148.0000 Date Required	1,480.00 12/04/2023
44	10.0000	1000	EQUIPMENT CONDULET T 3/4	EA	52.8100 Date Required	528.10 12/04/2023
45	40.0000	1000	EQUIPMENT CONECTOR GALNDULA DE 1/2"	EA	9.5000 Date Required	380.00 12/04/2023
46	40.0000	1000	EQUIPMENT CONECTOR GLADULA DE 3/4 "	EA	16.0000 Date Required	640.00 12/04/2023
47	40.0000	1000	EQUIPMENT CONECTOR LIQUIDTIGHT CURVO 1/2	EA	19.0000 Date Required	760.00 12/04/2023
48	40.0000	1000	EQUIPMENT CONECTOR LIQUIDTIGHT CURVO 3/4	EA	27.0000 Date Required	1,080.00 12/04/2023
49	40.0000	1000	EQUIPMENT CONECTOR LIQUIDTIGHT RECTO 1/2	EA	15.0000 Date Required	600.00 12/04/2023
50	40.0000	1000	EQUIPMENT CONECTOR LIQUIDTIGHT RECTO 3/4	EA	19.0000 Date Required	760.00 12/04/2023
51	400.0000	1000	EQUIPMENT MTS CALE BELDEN 1 PAR NUMERO 9841	EA	28.0000 Date Required	11,200.00 12/04/2023
52	400.0000	1000	EQUIPMENT MTS CABLE BELDEN 2 PARES NUMERO 9502	EA	62.0000 Date Required	24,800.00 12/04/2023
53	4.0000	1000	EQUIPMENT CAJA ROLLO 100 PIES CABLE UTP CAT 6 23AWG- AZUL	EA	16.7000 Date Required	66.80 12/04/2023

173919 THIS ORDER NO. MUST APPEAR ON YOUR INVOICE,
BILL OF LADING, SHIPPING MEMO AND PACKING
LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.



CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

NOTE: FRANCISCO VILLALOBOS

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Phone: 613-8676 Fax: 613-8105

Bill to/Facturar a

Deliver To/Enviar aSAN JERONIMO WAREHOUSE

BLVD INTERNACIONAL LOTES UIB3,UIB4 SAN JERONIMO Cd. Juarez. Mexico 32505

FECHA ORDENADO	12/04/2023
FECHA REQUERIDO	12/04/2023
FECHA DE ENTREGA	
PICK-UP	DELIVERY
DELIVERY LOCATION	ENTREGA
1701 NORTHWEST	TERN, EL PASO, TX
1800 NORTHWEST	TERN, EL PASO, TX
SUNRISE CONFEC	TIONS, Cd JUAREZ

Confecciones de Juarez S.A. de C.V. Av. Ishikawa #9040 Parque Industrial Geminis Cd. Juarez, CH C.P. 32674 RFC-CJU-000920-339

DRIVER NAME:	
TRIP NUMBER:	
TRAILER NUMBER:	

VENDO	R NO. 1425		SHIP VIA		Currency/Moneda	MXP
LINEA	QTY/CANT	NUMERO	DESCRIPCION	U/M	PRECIO UNITARIO	PRECIO TOTAL
54	14.0000	1000	EQUIPMENT FINDER RELAY INTERFASE MODULES 38.81.7.024.9024	EA	699.0000 Date Required	9,786.00 12/04/2023
55	100.0000	1000	EQUIPMENT OTE/100 PIEZAS PLUG MODULAR RJ45 CAT 6/6A	EA	11.0000 Date Required	1,100.00 12/04/2023
56	2.0000	1000	EQUIPMENT 12 IMPUT MICRO820 PLC ECLOSURE W HARD WIRED CONTOLLER 12-INPUTS 5A CIRCUIT BRAKERS 24 V POWER SUPPLY	EA	6,590.0000 Date Required	13,180.00 12/04/2023
Terms: 1	Net 60 Days (A	A/P)			SUBTOTAL	.00,0000
FECHA DISPONI O NOTA	BLE 15111, 1	5112, 15113, 1224665 COT	ARRIVAL/FECHA ENTREGA 12/04/2023		IVA/TAX TOTAL DE ORDEN	

BUYER/COMPRADOR 16486 Antonio Villalobos

General Purchase Order Terms and Conditions

In the terms and conditions below, Mount Franklin Foods, LLC. shall be referred to as "MFF," the company supplying goods and/or services under this purchase order (the "Purchase Order") shall be referred to as the "Seller," and the goods and/or services described in and provided pursuant to this Purchase Order are referred to as "Goods" or "Services," as the case may be.

- 1. Shipment Quantity Quantitive Q
- 2. ACKNOWLEDGEMENT AND ACCEPTANCE Acceptance of this Purchase Order by Seller constitutes acceptance of all of the terms and conditions stated herein. To the extent that any project description document, attached hereto, if any ("Project Description"), quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms from the terms and conditions herein will control and all such conflicting, differing or additional terms are rejected by MFF, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by MFF. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of Services, or acceptance of payment for Goods or Services shall conclusively affirm Seller's agreement to these terms and conditions
- 3. FOB; DAMAGE DURING DELIVERY If Delivery of Goods under this Purchase Order is the responsibility of the seller, the risk of loss or damage shall remain with Seller until actual delivery to MFF. Seller shall be responsible for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged Goods shall be the sole responsibility of Seller
- 4. PAYMENT TERMS Unless otherwise indicated in this Purchase Order, MFF shall render payment within thirty (30) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. All invoices for payment shall be in U.S. Dollars and shall include the Purchase Order number, and a summary of the total Purchase Order value, total value of Goods provided or Services performed to date of the invoice, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment
- 5. PACKAGING All packages, cases, crates, etc., are to be marked with Seller's name and the applicable MFF Purchase Order number. A packing list must accompany each shipment of Goods. MFF shall not be responsible or liable for any packaging charges, unless otherwise agreed to herein by us.
- 6. DELIVERY The delivery and performance requirements, manner of delivery and specified dates of this Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of MFF. Time is of the essence. In the event of failure to deliver or perform by the dates specified in this Purchase Order, MFF reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Goods not shipped in time to meet the delivery requirements and dates under a Purchase Order, at MFF option, shall be delivered at the fastest means available, at the sole expense of Seller. Notwithstanding anything to the contrary herein, no delivery shall be made without at least twenty-four (24) hours advance notice being given by Seller to MFF.
- 7. DELAY IN SUPPLY In the event of failure by Seller to deliver any Goods or perform any Services contained in this Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war, perils of the sea, delay in transit, or a written request from MFF, we shall have the right to cancel all or any remaining part of this Purchase Order, without payment of compensation, and obtain delivery or performance from other sources. Any and all increased costs and expenses thereby incurred by MFF in obtaining such delivery or performance shall be set off against any moneys due or to become due to Seller or shall be recoverable as damages hereunder.



CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

NOTE: FRANCISCO VILLALOBOS

Vendor/Proveedor

INDUSTRIAL ELECTRICA DE JUAREZ S.A AV. LOPEZ MATEOS #2050 CD. JUAREZ, CHIH. IEJ900913C38

Confecciones de Juarez S.A. de C.V.

Phone: 613-8676 Fax: 613-8105

Bill to/Facturar a

Av. Ishikawa #9040 Parque Industrial Geminis

Cd. Juarez, CH C.P. 32674

Deliver To/Enviar a

SAN JERONIMO WAREHOUSE **BLVD INTERNACIONAL** LOTES UIB3, UIB4 SAN JERONIMO Cd. Juarez. Mexico 32505

	FECHA ORDENADO 12/04/2023			
	FECHA REQUERIDO 12/04/2023			
0	FECHA DE ENTREGA PICK-UP DELIVERY			
	DELIVERY LOCATION/ENTREGA			
	1701 NORTHWESTERN, EL PASO, TX			
	1800 NORTHWESTERN, EL PASO, TX			
	SUNRISE CONFECTIONS, Cd JUAREZ			
DRIVER NAME:				
TRIP NUM	BER:			

173919 THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

RFC-CJU-000920-339		TRAILER NUMBER:		
VENDOR NO. 1425	SHIP VIA	Currency/Moneda MXP		
LINEA OTY/CANT NUMERO	DESCRIPCION	IJ/M PRECIO UNITARIO PRECIO TOTAL		

8. INDEMNITY Seller shall protect, indemnify and hold harmless MFF, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against MFF for which MFF is entitled to indemnification hereunder, Seller (a) shall, upon MFF demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to MFF or (b) agrees that Mount Franklin Foods, at our sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by MFF in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by MFF with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for MFF, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. MFF's remedies hereunder are cumulative and in addition to those provided

by law or any other contract.

9. QUALITY REQUIREMENTS FOR GOODS Seller shall provide and maintain an inspection system, including tests and test reports, acceptable to MFF in its reasonable discretion covering the inspection of Goods provided under this Purchase Order, and Seller shall tender to MFF for acceptance only such Goods that have been inspected in accordance with such inspection system and that have been determined by Seller to conform to the Purchase Order requirements. However, all Goods provided under this Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery and MFF shall have the right to reject any defective or nonconforming Goods despite any prior inspection by Seller. Payment for any Goods shall not be deemed an acceptance thereof.

10. RETURN OF DEFECTIVE GOODS All Goods supplied under this Purchase Order that do not meet with the approval of MFF, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantity or quantities ordered under this Purchase Order, will be returned to Seller or held pending a mutual agreement between MFF and Seller regarding their disposition, subject to Seller's risk of loss and sole

CAPPENSEMICALS & HAZARDOUS SUBSTANCES All Material Safety Data Sheets required by applicable law (MSDS) (each, a "Data Sheet"), shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under this Purchase Order. In addition, Seller shall provide a copy of each such Data Sheet to MFF Material Services Department. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller's performance of work under this Purchase Order at a MFF site.

12. BANKRUPTCY In the event of any proceedings, voluntary or involuntary, in bankruptcy by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then MFF shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever

13. TERMINATION This Purchase Order or any portion hereof, may be terminated by MFF at any time with or without cause. As used herein, the term "cause" shall include, but not be limited to, (a) a breach by Seller of any of the terms hereof, including any warranty made in connection with the purchase ordered hereunder or (b) any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright or other proprietary right of any third party, or violates any statute, ordinance or administrative order, rule or regulation. If MFF terminates without cause, MFF will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process requested by MFF up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in this Purchase Order.

14. CONFIDENTIALITY Seller will neither use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of this Purchase Order or any information contained herein without the express written consent of MFF. "Confidential Information" includes, but is not limited to, all designs, articles and other proprietary information developed by Mount Franklin Foods, supplied to MFF or made according to MFF direction.

15. LIMITATION OF LIABILITY To the extent permitted by law, in no event will MFF (including any subsidiaries of MFF or other related entities) be liable for any lost revenues, lost profits, incidental, indirect, uential, special or punitive damages relating to this Purchase Order.

16. SEASONAL ITEMS MFF will not accept a seasonal item shipment quantity of over 5 %, or a quantity less than 100% of what is stated in the purchase order. If the supplier ships over the 5% of the total purchase order requested quantity, all quantities over the allotted 5% shall be returned to the supplier at the supplier's expense. If the total quantity shipped is less than the total purchase order requested quantity, the supplier will be responsible for any extra costs associated with this shortage, including any expedited transportation costs. All these shipment must be accompanied by the seasonal purchase order and all pallets must be identified with seasonal labels.