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## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**Terms and Conditions**”) apply to all goods (“**Goods**”) and services (“**Services**”) furnished to Meijer, Inc. or its affiliated companies (“**Meijer**”) by (“**Company**”) whether or not the Goods or Services are outlined in a separate Scope of Work (“**SOW**”) or purchase order (“**PO**”). These Terms and Conditions, together with any SOW and/or PO incorporating them by reference, constitute an integrated agreement (“**Agreement**”). These Terms and Conditions are intended to apply to providers who furnish Goods, Services or both, to Meijer. Any terms related solely to the furnishing of Goods do not apply to Service-only providers; any terms related solely to the furnishing of Services do not apply to Goods-only providers. All terms herein apply to providers furnishing both Goods and Services.

- 1. ORDERING, INVOICING, AND PAYMENT.** Meijer may order Goods or Services through the issuance of a PO or such other means determined by Meijer. Company will have accepted Meijer’s order and its terms if not rejected within 24 hours of receiving the order. Company’s price is inclusive of all taxes except those which Company is required by law to collect from Meijer. Company shall pay any and all taxes collected from Meijer to the proper governing agencies, separately stating such taxes, if any, of Company’s invoice to Meijer. All amounts payable to Company are subject to all Meijer’s claims and defenses. Meijer is permitted to set off and deduct against any such payment for amounts Company owes to Meijer. Meijer will pay Company for furnished Goods or Services in accordance with the Agreement. Company agrees to participate, at its own expense, in Meijer’s online invoicing system as instructed in the Vendor Requirements and Reference Guide (“**System**”) and will only electronically invoice Meijer through the System. If Company submits a paper invoice, Company agrees that Meijer may charge or debit Company a reasonable administrative fee from any such paper invoice to partially compensate Meijer for manually processing Company’s invoice. At Meijer’s request, Company will provide documentation reasonably requested by Meijer to substantiate Company’s invoices. Company will retain all Meijer records of payments for a period of two years after the end of the calendar year in which they occur.
- 2. REPRESENTATIONS AND WARRANTIES.** Company agrees that all Goods (and all inputs into such Goods) and Services furnished will be provided in compliance with all applicable U.S. federal, state, and local laws, applicable Meijer policies and procedures, and regulatory requirements including (collectively, “**Laws**”). Furthermore, all Goods will be, tested, packaged, wrapped, inspected, marked, sold, stored, shipped, labeled, and registered accurately in the United States, in compliance with all applicable U.S. federal, state, and local laws and regulatory requirements including (collectively, “**Laws**”). In the event Goods are recalled or otherwise found to be out of compliance with Laws, Company will notify Meijer, in writing, within 12 hours. Company shall not use Meijer-assigned UPCs on Goods sold to a retailer other than Meijer.
- 3. INDEMNITY.** Company agrees to indemnify, defend, and hold harmless Meijer; its parent, subsidiary, and affiliated companies, and their respective officers, directors, shareholders, partners, employees, and agents (“**Related Parties**”) from and against any and all claims, demands, actions, proceedings, lawsuits, fees, government-imposed fines or penalties, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable actual attorneys’ fees, internal legal personnel and administrative costs, expert witness fees, costs associated with a recall, whether mandatory or voluntary, and all other costs) incurred by Meijer or any Related Party (“**Losses**”), including claims for bodily injury to, or sickness or death of, any person or property damage or destruction (including loss of use and proprietary rights infringement) actually or allegedly arising out of (i) any breach of the Agreement; (ii) the infringement (directly, indirectly, contributorily, or by inducement), misappropriation or other violation, of any third party’s patent, trademark, copyright, trade secret, or other proprietary rights involving the Goods or Services provided under the Agreement; (iii) the presence of Company’s employees, agents, contractors, subcontractors, or equipment at a Meijer location; (iv) Company’s violation of law; (v) data breach; (vi) the negligent, willful or fraudulent act or omission of Company or any of Company’s employees, agents, contractors, or subcontractors; and (vi) the use,

operation, placement, maintenance, repair or removal of any equipment owned by Company that is located on or near any Meijer location. These indemnity and defense obligations include claims of Company's employees, agents, contractors and subcontractors and claims alleging or involving Meijer's joint, concurrent, or comparative negligence. Company agrees to give Meijer the right to select counsel for defending Meijer or the Related Parties against Losses. The indemnification obligations under this section are not limited in any way by insurance limits or any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company or anyone directly or indirectly employed by them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4. **INSURANCE COVERAGE.** Company will keep in force insurance coverage covering claims arising out of Company's obligation under the Agreement, including Commercial General Liability insurance, which includes coverages for premises/operations, products/completed operations, independent contractors, property damage, personal/advertising injury, and contractual liability, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Workers' Compensation coverage for Company's employees and contractors with statutory limits and Employer's Liability coverage in an amount not less than \$500,000.00US. If any state workers' compensation law requires an express waiver by Company for Meijer to obtain indemnity from Company under the indemnification provision contained in the Agreement, this provision will be considered such waiver. Meijer, Inc. and its subsidiaries shall be named as additional insureds on an endorsement that extends coverage for contractual and products liability. Please submit a copy of your current certificate of insurance via the following link: <https://www.epiccificatetracker.com/SubmitCOI?id=21>.
5. **GOVERNING LAW; DISPUTE RESOLUTION.** The Agreement, and all matters arising directly or indirectly from the Agreement will be construed only under Michigan law, excluding its choice of law provisions. Any controversy or claim arising relating to the Agreement will be determined only by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be in Kent County, Michigan. This section does not prevent either party from seeking injunctive relief, including specific performance, at any time against the other party in any court of competent jurisdiction.
6. **PUBLICITY.** All media releases, public announcements, or public disclosures (including promotional or marketing material) about the Agreement, or including the name, trade name, trademark of the other party, are not permitted without the other party's prior written consent.
7. **INTELLECTUAL PROPERTY RIGHTS; TRADE SECRETS.** If Company furnishes Services, all proprietary and intellectual property rights, title and interest in any and all ideas, concepts, and materials created by Meijer, by Company specifically for Meijer, or jointly by Company and Meijer will vest absolutely, exclusively, and unconditionally with Meijer upon their creation without the need for any further act by Meijer. Company hereby assigns all such intellectual property rights it has in such work product to Meijer. Company agrees, at its expense, to perform all acts considered necessary by Meijer in obtaining and enforcing these rights. Company is permitted to retain copies of work product for archive purposes only. Company shall be liable for any misappropriation of a Meijer trade secret. However, Company shall have immunity from federal, state and local civil or criminal liability in such cases where a disclosure is made in confidence to a government official or an attorney solely for reporting or investigating illegal activity or for use in a court proceeding filed under seal and disclosed only pursuant to court order.
8. **MISCELLANEOUS.** The Agreement and any other written agreement between the parties, constitutes the entire agreement between the parties with respect to the purchase of Goods and/or Services. In the event of a conflict between among the agreements, the order of precedence is as follows: these Terms and Conditions, an SOW, a PO, and any other written agreement between the parties. The parties may amend the Agreement through a writing signed by both parties. All information provided to Company that is not generally known to the public is confidential. Company will not disclose Meijer's confidential information or use Meijer's confidential information for any purpose other than as permitted by the Agreement. Meijer has the right to terminate the Agreement upon 60 days' prior written notice for convenience and immediately upon giving written notice for cause.