

**2Skebengas Company
dba InterGlobal Products**

Purchase Terms and Conditions

All purchases of goods and services requisitioned by 2Skebengas Co dba InterGlobal Products (Buyer) are subject to these Purchase Terms and Conditions. Please sign and return by Fax (352-567-8004) or Email (info@interglobalproducts.com). Failure to sign and return does not invalidate the Purchase Order provided by Buyer, which is deemed accepted upon commencement of performance by the Seller on the date issued.

Binding Contract: The Purchase Order and Purchase Terms and Conditions herein provided by Buyer, when accepted by Seller expressly, or otherwise, shall constitute a firm and binding contract between the parties which shall be governed by the laws of the State of Florida, and supersedes any understandings, representations, or oral agreements between the parties. Seller agrees to be subject to Purchase Terms and Conditions noted herein.

Acceptance: The Purchase Order and Purchase Terms and Conditions are deemed accepted by Seller upon commencement of performance by Seller, or after 48 hours without advising any issues with the Purchase Order, whichever occurs first. All notices allowed or required will be made in writing and are deemed given upon mailing, and accepted if sent physically or electronically to the parties at the addresses listed on the Purchase Order.

Assignment: The Purchase Order shall not be assigned without written consent of the Buyer.

Alterations: The Purchase Order and Purchase Terms and Conditions cannot be altered or amended unless otherwise specified in writing and acknowledged by Buyer. Any objection or correction must be made in writing and received by Buyer within two (2) business days from date Purchase Order is issued. Buyer reserves the right at any time prior to shipment to change specifications, packaging, place of delivery, and method of transport. Seller agrees to accept any such changes, and if such changes cause an increase or decrease in cost, an equitable adjustment shall be made, and Purchase Order modified in writing.

Cancellation: If Seller fails to comply with any portion of Purchase Order and Purchase Terms and Conditions, Buyer retains the right to cancel the order, and seek additional remedies to cover any loss caused by Seller's non-compliance at Seller's sole expense. Buyer reserves the right without liability to cancel the Purchase Order in whole or part at any time prior to shipment, by providing Seller notice in writing.

Price: The purchase price is firm and agreed to be based explicitly on the product, quantity, quality, and delivery timeframe listed in the Purchase Order. Unless otherwise specified, Seller is responsible for timely payment of any applicable tax, duty, tariff, or other assessment imposed on the goods and services.

Conditions of Sale: Unless otherwise specified in writing, the conditions of sale shall be in accordance with pre-defined International Commercial Terms (Incoterms 2010) published by the International Chamber of Commerce.

Title: Seller hereby grants Buyer a security interest in the goods listed in the Purchase Order as security for payment and performance of Seller's obligations. If Buyer makes payment for goods before delivery by Seller, Seller agrees to hold the goods in trust for benefit of the Buyer.

Delivery Schedule: Unless otherwise specified in writing, the shipment/delivery timeframe shall be no more than one (1) year from the date Purchase Order is issued. Seller agrees to make shipments as listed in the Purchase Order, and acknowledges the goods and services are purchased for resale, and Buyer has committed to its customers based on the same specified timeframe. In case of tardy or non-delivery, Buyer reserves the right without liability, and in addition to its other rights and remedies listed herein to notify the Seller of goods not yet received and purchase replacement product elsewhere and charge the Seller with any loss incurred. Any additional transportation costs to comply with Purchase Order delivery timeline shall be borne by the Seller.

Partial Delivery: Partial shipment/delivery is not permitted under the Purchase Order, unless otherwise specified and agreed to by Buyer in writing.

Documentation: Seller agrees to provide upon Buyer's request, the following documentation relating to the goods and services listed in the Purchase Order, including but not limited to:

- Certificate of Analysis
- Packing List
- Certificate of Origin
- HACCP Plan (in English, or with English translation)
- HACCP Plan Audit Certification
- 3rd Party Audit Report & Certificate (if available)
- Kosher Certificate
- FDA Registration Information
- Continuing Product Guarantee
- Product Specification
- Ingredient Statement
- GMO Statement
- Allergen Statement
- Nutritional Information
- Material Safety Data Sheet (MSDS)
- Liability Insurance Certificate

Inspection and Non-Conformity: Buyer reserves the right to inspect the goods, and reject any goods which are deemed defective or nonconforming with the requirements of the Purchase Order. Goods and services purchased are subject to inspection at time of delivery to final customer. Seller acknowledges that Buyer may resell the goods, and accordingly Seller agrees that Buyer may exercise its right of rejection at the request of Buyer's final customer. Buyer may reject all or part of any shipment, and require price adjustments to compensate for expenses and losses incurred to meet the required specifications. For a period of 90 days after delivery, Buyer reserves the right to revoke acceptance for any nonconforming goods which were not perceived during initial inspection. Certification of government authority or any other similar entity shall not constitute proof that such goods are sound or otherwise acceptable. Payment for goods delivered shall not constitute acceptance of the goods. Seller agrees to pay or reimburse Buyer within 30 days of rejection notification for expenses and damages incurred from goods not in conformity.

Lawful Process: Seller warrants that their performance under the Purchase Order, and all goods and services delivered will comply in all respects with all applicable laws and regulations.

Warranties: Seller guarantees and warrants that all goods and services purchased shall conform to the specifications listed on the Purchase Order, be of good quality and merchantable in the trade strictly as goods of such kind and quality, produced during the most recent crop cycle, be food grade and fit for human consumption, be properly labeled in accordance with applicable laws and regulations, and be free from defects. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods, Seller warrants that such goods will be suitable for such purpose. Seller's warranty shall cover Buyer, its successors and assigns, customers and users of the goods sold by Buyer, and Seller agrees to permit Buyer's assignment of this warranty to such parties. Inspection, acceptance and use of the goods shall not affect Seller's obligations under this warranty.

Insurance: Seller agrees to maintain such insurance as will protect Seller, Buyer, its agents, successors, and assigns from any claims of damage to property, and personal injury including death, which arise from but not limited to the goods and services listed on the Purchase Order. Seller agrees to maintain product liability insurance with minimum policy limits of \$1,000,000 per occurrence, naming Buyer as additional insured.

Indemnity: Seller agrees to indemnify and hold Buyer, its agents, successors and assigns harmless from and shall at Seller's sole expense and at Buyer's option, defend against; any action brought by commercial or government authority against the Buyer alleging the goods sold by Seller are not in compliance with applicable laws and regulations; any action brought by a person, firm, corporation or other entity against the Buyer for claims of property damage, bodily harm, or death resulting from or relating to goods and services sold by Seller, or by any act or omission of Seller, its agents or employees. Seller indemnification of Buyer shall include reimbursement of any fines, costs, and expenses incurred by Buyer in connection with or as a result of any such action.

Force Majeure: Seller agrees that Buyer shall have no liability for its failure to perform or for breach of contract due to force majeure, lack of materials, lack of transport, change in government policy, war, fire, breakdown, strikes or lock-outs, or any other contingency beyond Buyer's reasonable control.

Loss Mitigation: In the event of breach of contract, Seller agrees to use its best efforts to minimize damage to goods, including making reasonable effort to sell such goods for Buyer's account and pending any sale, to store the goods by providing reasonably necessary storage methods to maintain saleable condition of the goods.

Non-Waiver: Failure by Buyer to enforce any provision of the Purchase Order and Purchase Terms and Conditions shall not be deemed a waiver of such provision, or of subsequent failures of Seller to comply with such provision or any other provision.

Arbitration: At Buyer's option, Seller agrees to submit to arbitration in Dade City, Pasco County, Florida for resolution of any disputes arising from or relating to the goods and services provided, or performance of the Purchase Order.

Litigation: If Buyer does not select arbitration for the resolution of any claim or dispute, Buyer and Seller agree that U.S. District Court for the Middle District of Florida, or at Buyer's option, any Florida state court shall have exclusive jurisdiction to review and determine any claim or dispute pertaining directly or indirectly to the Purchase Order. Seller agrees in advance to such jurisdiction in any action or proceeding in such courts.

Seller - Authorized Signature

Date Signed