

GENERAL TERMS AND CONDITIONS OF SALE WESTROCK COFFEE COMPANY

Unless otherwise specifically provided by a separate written agreement between the parties, these General Terms and Conditions of Sale (this “Agreement”) shall govern the sale of products (“Products”) and/or services (“Services”) by Westrock Coffee Company (and any of its subsidiaries and affiliates including S. & D. Coffee, Inc., Westrock Beverage Company, LLC, Kohana Coffee, LLC, and Westrock Coffee Roasting, LLC, collectively “Westrock”) to the purchaser (including any of its subsidiaries and affiliates, collectively “Customer”) and constitute the entire agreement between the parties relating to the subject matter hereof. This Agreement may be modified at any time by Westrock without notice to Customer.

1. Sale of Products and/or Services. Submission of an order by Customer will be considered an offer to purchase Products and/or Services from Westrock and will be binding upon acceptance by Westrock. Westrock may refuse to accept any order in its sole discretion. Westrock will be deemed to have accepted an order for Products by either sending Customer a written confirmation of acceptance, shipping those Products or at such time as Customer’s carrier picks up the Products from Westrock’s facility. Acceptance of an order by Westrock is expressly limited to the terms set forth in this Agreement. Once accepted, Customer may not cancel or change an order. This Agreement prevails over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer submitted its order or terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms or conditions and does not modify or amend this Agreement. If the terms stated in Customer’s order are inconsistent with this Agreement, the terms in this Agreement shall control. Westrock reserves the right to make changes to the specifications for the Products without prior notice to Customer.
2. Payment. Customer shall pay Westrock’s invoice in accordance with the terms stated on the invoice. Customer agrees to pay Westrock interest on any amounts not paid when due at the lesser of 1.5% per month or the maximum rate allowed by law. In the event Customer’s account becomes past due, Customer also agrees to pay any costs of collection, including attorneys’ fees, associated with Westrock’s efforts to collect monies owed.
3. Product Warranty. Westrock warrants that all Products will be of merchantable quality and contain no foreign or deleterious substances (the “Product Warranty”). If the Product Warranty is breached, then Customer’s sole and exclusive remedy will be for Westrock to replace the defective Product. The Product Warranty is the exclusive warranty made by Westrock, and Westrock disclaims all other warranties, express or implied, including the warranty of fitness for a particular purpose.
4. Limitation of Liability. In no event will Westrock be liable to Customer for any indirect, special, incidental, consequential, exemplary or punitive damages, including but not limited to any lost profits, procurement of substitute Products or Services, business interruption costs, or otherwise, arising in any way from the manufacture, purchase, sale, or use of the Products, even if advised of the possibility of such damage. Westrock’s liability under this Agreement shall not exceed the amounts paid or owed by Customer to Westrock during the three months prior to the act that gave rise to the liability.

5. Indemnification. Each party shall indemnify, defend, and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including reasonable attorneys' fees and costs of defense) to any person or property arising from the performance of all terms and responsibilities under this Agreement by the indemnifying party, its agent or employees, or caused by or arising from any act or omission of the indemnifying party, its agents or its employees.
6. Confidentiality. Customer shall maintain this Agreement and the applicable order, including all pricing information and/or specifications provided or disclosed to Customer, or to which the Customer gains access (collectively, "Confidential Information"), in strict confidence and use all due care that is necessary or appropriate to ensure compliance with the terms hereof. All Confidential Information shall remain the exclusive property of Westrock, and Customer shall restrict disclosure to only those of its employees who require such Confidential Information to perform their responsibilities in connection with this Agreement and the applicable order. Customer will not disclose any of Westrock's Confidential Information to any third party without the prior written consent of Westrock and will use Westrock's Confidential Information only for purposes of performing Customer's obligations under this Agreement and the applicable orders. Customer acknowledges and agrees that the unauthorized use or disclosure of any Confidential Information by Customer could cause irreparable harm to Westrock and that an actual or contemplated breach of this section will entitle Westrock to seek immediate injunctive relief prohibiting such breach, in addition to all other remedies available at law.
7. Relationship of the Parties. Customer and Westrock agree that they are independent contractors and that nothing in this Agreement is intended to make either of them a general or special agent, joint venturer or partner of the other for any purpose. Neither party shall make any express or implied agreements, warranties, guarantees or representations in the name or on behalf of the other or represent that their relationship is other than that of independent contractors.
8. Force Majeure. Westrock will not be liable for damages and no orders may be terminated by Customer for any delay or default by Westrock in performing any obligation hereunder if that delay or default is due to any act of God, pandemic, strike, lockout or other labor dispute or industrial disturbance, shortage of raw materials or energy, fire, explosion, accident, power failure, flood, terrorism, riot or war or any other occurrence or cause to the extent beyond the reasonable control of Westrock. In the event of a shortage of Products, Westrock reserves the right to allocate available Products among customers in its own discretion.
9. General Provisions. Customer may not assign or transfer any order, whether by operation of law, contract or otherwise, without the prior written consent of Westrock. This Agreement shall constitute the complete understanding between Westrock and Customer with respect to the subject matter hereof and supersedes any prior written or oral understandings with regard thereto. No purported amendment, modification or waiver of any provision of the Agreement shall be binding on Westrock. If any provision of this Agreement becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the other provisions hereof, which will remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to its rules on conflicts of law.