



PURCHASE ORDER GENERAL TERMS AND CONDITIONS

EQUIPMENT SUPPLIERS (NORTH AMERICA)

1. **ACCEPTANCE** – A supplier (“Supplier”) of equipment and related services (collectively, “equipment and related services”) to The Hillshire Brands Company or any of its affiliates (“Hillshire Brands”) shall be deemed to have accepted the following terms and conditions (the “Purchase Terms”) which shall apply to any Hillshire Brands purchase order or any release or revision related thereto (collectively, “Order”) upon (a) Supplier’s execution of the Order or acceptance of the Order in writing, (b) commencement of work on the equipment and related services to be purchased under the Order, or (c) shipment of the equipment covered under the Order. SUPPLIER’S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THE ORDER, INCLUDING THESE PURCHASE TERMS, AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SUPPLIER OR ANY ATTEMPT BY SUPPLIER TO VARY THE TERMS HEREOF.

2. **GENERAL** – Supplier will deliver the equipment to be purchased under any Order in the quantities and on the date and to the places specified in that Order. Hillshire Brands may use and copy all software, documentation and other materials that Supplier provides with equipment for the purpose of operating and otherwise using the equipment.

3. **COMPLETION** – If the equipment and related services are not delivered by the date, if any, stated in the Order, Hillshire Brands may, without liability and in addition to its other rights: (a) terminate or reschedule the Order by notice to Supplier effective upon receipt as to equipment not yet shipped and/or related services not yet rendered; and/or (b) buy substitute equipment and related services elsewhere and charge Supplier for any loss incurred.

4. **DELIVERY / RISK OF LOSS / RECORDS** – Supplier will pay all shipping, insurance, custom clearance, agents, carriage, demurrage, duty and other charges incurred in connection with delivery of the equipment at the place designated in the applicable Order. If any of these charges are reimbursable or refundable, Supplier will promptly provide the documentation that Hillshire Brands needs to obtain a refund or reimbursement. Supplier will bear the risk of loss or damage to the equipment until Hillshire Brands has accepted the equipment. Further, if Hillshire Brands so requests, (i) Supplier will, at its expense, replace any lost or damaged equipment, within 10 days after being informed of the loss or damage, and (ii) Hillshire Brands will, at Supplier’s expense, return the damaged equipment to Supplier. However, Supplier will not be responsible for loss or damage to the extent caused by Hillshire Brands’ negligence, improper storage, storage in insecure areas, or improper or defective environmental controls or fire protection systems.

5. **RIGHT TO CANCEL PURCHASE** – Hillshire Brands may cancel all or any part of the purchase of the equipment at any time before Hillshire Brands accepts that equipment. Except as specified in the applicable Order, if Hillshire Brands so cancels, Hillshire Brands will pay Supplier a cancellation penalty equal to Supplier’s actual, reasonable and demonstrable unrecoverable out-of-pocket costs in connection with the cancellation. If the cancellation of all or part of the purchase of the equipment results from Supplier’s breach of the Order, under no circumstances will restocking or cancellation penalties or fees apply, even if the Order calls for restocking and cancellation penalties or fees.

6. **PRICE / INVOICES / SET OFF / LIENS** – The price set forth in the Order is firm and is the total amount due from Hillshire Brands for the equipment and related services, including without limitation duties, taxes or any other charges agreed upon by Hillshire Brands, subject to adjustment for any rebates or credits described herein or in the Order. Hillshire Brands shall not be responsible for any amount above the total amount expressly stated in the Order. Without Hillshire Brands’ prior written consent, Supplier shall not add any charges. Invoices shall be submitted to Hillshire Brands upon shipment of the equipment or performance of the related services in a form reasonably acceptable to Hillshire Brands. Hillshire Brands shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery

and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of the Order, the parties shall agree upon an equitable adjustment which shall be made to the Order in writing. Hillshire Brands will have no obligation to pay any amounts that Supplier fails to invoice to Hillshire Brands within 120 days after the amounts were incurred. Payment terms for all undisputed amounts shall be as set forth in the Order and shall commence on the date of Hillshire Brands' receipt of the applicable, accurate invoice. In the event an invoice arrives prior to Hillshire Brands' receipt of the applicable equipment and related services, Hillshire Brands' payment period shall not begin until Hillshire Brands' receipt of the applicable equipment and related services. Except as required by applicable federal, state and local laws, ordinances, orders, rules and regulations promulgated by any governmental or self-regulatory agency having jurisdiction over a party (collectively, "Laws"), Hillshire Brands will not be required to pay any late charge, interest, finance charge or similar charge. If Hillshire Brands has a claim against Supplier resulting from the Order or these Purchase Terms or any other transaction, Hillshire Brands may deduct or set off such amounts from Supplier's claims for amounts due. Supplier will not file, and will not permit any subcontractors acting on its behalf to file, any mechanic's or materialman's liens, retention rights, security rights or any security interests to secure payment under the Order. If any such liens, rights or interests arise, Supplier will remove them at its cost. Supplier further warrants and represents that no liens, encumbrances, security interests, or other third party claims shall attach to any property owned or leased by Hillshire Brands in relation to Supplier's performance under the Order. Supplier shall submit to applicable customs authorities all necessary information and documentation to comply with the applicable customs and export and import requirements of each country into which equipment will be imported.

7. ADEQUATE DOCUMENTATION – Supplier will deliver to Hillshire Brands documentation for the equipment which describes fully and accurately the features and functions of the versions of the equipment then in use by Hillshire Brands well enough to allow a reasonably skilled user to effectively use all of its features and functions without assistance from Supplier.

8. SITE PREPARATION FOR INSTALLATION OF PURCHASE – If the applicable Order requires Supplier to install the equipment at Hillshire Brands' site or other site designated by Hillshire Brands, Hillshire Brands will use commercially reasonable efforts to ensure that the site meets any electrical wiring, heating, ventilating, air conditioning, power, or other environmental requirements that may be set forth in the Order. If Hillshire Brands so requests, or if Supplier installs the equipment at Hillshire Brands' site, Supplier will inspect the site and give notice to Hillshire Brands of any ways in which the site does not comply with the environmental requirements for the equipment.

9. LICENSE TO USE RELATED MATERIALS – To the extent necessary to receive the full benefit of the equipment, Supplier grants to Hillshire Brands a perpetual, irrevocable, fully paid-up, worldwide, non-exclusive and royalty-free right and license to use and copy all software, documentation and other materials provided by Supplier to Hillshire Brands in connection with the equipment, including drivers, control programs and other software, firmware or other devices that facilitate the operation of the equipment. Hillshire Brands may permit third party consultants, outsourcers, contractors and other service providers to exercise this right and license on Hillshire Brands' behalf. This right and license is fully assignable and transferable by Hillshire Brands to the purchaser, assignee or transferee of any equipment to which the right or license relates.

10. WARRANTIES; COMPLIANCE WITH LAWS; TITLE. - Supplier expressly warrants and represents to Hillshire Brands, its successors, assigns, customers, and users of Hillshire Brands' products, that all equipment and related services furnished under the Order shall: (a) conform to the terms of these Purchase Terms, the Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to or by Hillshire Brands for one year after Hillshire Brands accepts the equipment, (b) be free from errors and defects in material and workmanship; (c) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled; (d) not infringe the rights of any third parties; and (e) with respect to services, be performed diligently, efficiently in a good and workmanlike manner to the highest professional standards. In addition, Supplier shall comply and the equipment and related services shall comply and/or be performed in compliance with all applicable Laws and industry standards. Supplier represents and warrants to Hillshire Brands that title to all equipment delivered to Hillshire Brands under any Order will be good and marketable, free of any lien or encumbrance. Each Party also represents and warrants to the other that it has all requisite legal and corporate power and authority to execute and deliver these Purchase Terms and each Order.

11. COMPLIANCE WARRANTY PROVISIONS – Within 10 days, or such other period as set forth in the applicable Order, after Hillshire Brands informs Supplier that the equipment does not conform to the foregoing warranties, Supplier will, without charge to Hillshire Brands, replace the non-conforming equipment with equipment that is in compliance with the requirements of these Purchase Terms and the applicable Order, and that replacement will be considered new equipment. If Supplier fails to do so within that period, Hillshire Brands may, at its option, (A) extend the correction period, or (B) obtain from

Supplier a full refund of all amounts paid by Hillshire Brands for the equipment and any other equipment that Hillshire Brands is unable to use as a consequence of the nonconformity under these Purchase Terms and the applicable Order. If the equipment is not delivered by the date, if any, stated in the applicable Order, Hillshire Brands may, without liability and in addition to its other rights: (a) terminate or reschedule the Order by notice to Supplier effective upon receipt as to equipment not yet shipped and/or services not yet rendered; and/or (b) buy substitute equipment elsewhere and charge Supplier for any loss incurred. Notwithstanding anything to the contrary contained herein, Supplier also agrees that it shall be liable to Hillshire Brands for the following acknowledged direct damages: (i) costs of completing the manufacture, processing or development of equipment or the performance of related services which are incomplete due to Supplier's failure to perform, (ii) costs of obtaining a suitable alternative facility or supplier due to Supplier's failure to perform, (iii) cover damages, including costs to procure replacement equipment and related services from an alternate source as a result of Supplier's failure to perform, to the extent in excess of the applicable charges, (iv) for non-conforming equipment accepted by Hillshire Brands, the difference at the time and place of acceptance between the value of equipment accepted and the value it would have had if it had been as promised, (v) costs of overtime, straight time and related expenses and allocated overhead (including travel, lodging, wages) as a result of Supplier's failure to perform, (vi) lost profits on orders for Hillshire Brands products received by Hillshire Brands from its customers as of the date of Supplier's failure to perform that Hillshire Brands is unable to fill and payments, fines or penalties imposed on Hillshire Brands by its customers in connection therewith, (vii) payments or penalties imposed by a governmental or regulatory authority as a result of a failure to comply with applicable Laws, (viii) costs of reconstructing or reloading data as a result of Supplier's failure to perform, (ix) costs of implementing and performing work-arounds to mitigate Supplier's failure to perform, and (x) costs of replacing lost, stolen or damaged goods, materials or other personal property.

12. DEVELOPMENTS – Hillshire Brands will own exclusively all materials, software, ideas and other work product developed, in whole or in part, by or on behalf of Supplier pursuant to any Order (collectively, "Developments") together with all related patent, copyright, trade secret, trademark, trade name, database, design and model, or other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") throughout the world. To the fullest extent permitted by applicable Laws, the Developments will be deemed "works made for hire" under the U.S. Copyright Act and Hillshire Brands will be deemed the author. To the extent that Hillshire Brands is not deemed the author of any Developments, Supplier will and hereby does without further consideration perpetually and irrevocably assign to Hillshire Brands any and all worldwide right, title or interest that Supplier may now or hereafter possess in or to the Developments in perpetuity (or to the maximum period permitted by applicable Laws). Supplier will execute and deliver all documents and provide all testimony reasonably requested by Hillshire Brands to register and enforce its Intellectual Property Rights in the Developments solely in the name of Hillshire Brands and Hillshire Brands accepts such assignment. Supplier and its licensors will retain ownership of all materials, software, ideas and other work product developed or acquired by Supplier prior to the date or independently of any Order, together with all related Intellectual Property Rights (collectively, "Outside Materials"). Partial or incomplete versions of Developments will be deemed Developments. Upon Hillshire Brands' request or upon termination of any Order, Supplier will immediately provide to Hillshire Brands the then-current version of any Developments in the possession of Supplier or any Supplier Personnel. Supplier hereby grants to Hillshire Brands, each other entity named in any Order as a licensed person, and their respective successors and assigns (each, a "Licensed Person"), a perpetual, irrevocable, fully-paid up, worldwide non-exclusive right and royalty-free license to all Intellectual Property Rights in all Outside Materials that Supplier embeds in or otherwise provides with any Developments to the extent required to fully and completely use and enjoy the Developments. The parties acknowledge and agree that the foregoing right and license includes the right for each Licensed Person to (i) use, copy, modify, develop derivative works, sublicense, distribute, display and perform the Outside Materials, (ii) designate third parties to exercise those rights and licenses on behalf of any Licensed Persons, and (iii) sublicense, transfer or assign its right and license in connection with any assignment of the copyright in the associated Developments.

13. INDEMNIFICATION – Supplier will indemnify, defend and hold harmless Hillshire Brands and its officers, directors, employees, shareholders, agents, and assigns (collectively, with Hillshire Brands, each an "Indemnified Person") from any and all claims, losses, liabilities, damages, and expenses, including reasonable legal fees and disbursements, incurred by the Indemnified Person as a result of, due to, arising from, or related to (i) any actual or alleged material breach of these Purchase Terms and/or any Order by Supplier, (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by the Supplier, (iii) the negligence or willful or reckless acts or omissions of or by Supplier, (iv) any contract or commitment entered into by Supplier with any third party, or (v) the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property caused by the failure of Supplier to comply with its obligations under these Purchase Terms or the applicable Order (collectively, "Indemnified Claim"); provided, however, that Supplier will have no liability to Hillshire Brands for any such Losses to the extent caused by the negligence or willful or reckless acts or omissions of or by Hillshire Brands. Promptly after receipt by an Indemnified Person of notice of the

commencement or threatened commencement of any Indemnified Claim, the Indemnified Person will notify Supplier of the Indemnified Claim. Upon such notice, Supplier shall, at its expense, assume the defense of the Indemnified Claim. No delay or failure to so notify Supplier will relieve it of its indemnification obligations under the Purchase Terms except to the extent that Supplier has suffered actual prejudice by such delay or failure. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person's prior written consent. The Indemnified Person will be entitled to employ counsel at its own expense to participate in the handling of the Indemnified Claim.

14. LIMITATION OF LIABILITY – Except as otherwise agreed, neither party will be liable to the other party for indirect, incidental, consequential, punitive, special or exemplary damages, regardless of the form of the action or the theory of recovery, even if that party has been advised of the possibility of those damages. Any action resulting from any breach on the part of Hillshire Brands as to equipment and related services delivered under any Order must be commenced within one (1) year after the cause of action has accrued.

15. INSURANCE – Supplier shall, at its sole cost, procure and maintain in effect, insurance coverage which is primary and non-contributory as to any insurance maintained by Hillshire Brands, with insurance companies maintaining an A.M. Best rating of "A" or better. Supplier shall furnish certificates of insurance to Hillshire Brands to evidence such coverage, and shall send new certificates of insurance to Hillshire Brands upon the expiration of any such certificates. Hillshire Brands shall be named as an additional insured on all such policies, where applicable. All insurance shall also include waiver of subrogation provisions in favor of Hillshire Brands. The minimum insurance coverage to be maintained by Supplier shall be as follows: (i) commercial general liability insurance, including products and completed operations, broad form property damage, blanket contractual and advertising liability coverage endorsed to cover Supplier's contractual liability assumed under these Purchase Terms, providing bodily injury and property damage coverage on an occurrence form, affording minimum single limit protection of no less than One Million Dollars (\$1,000,000) per occurrence and with deductibles no greater than One Hundred Thousand Dollars (\$100,000) per occurrence; (ii) commercial automobile liability insurance to cover all owned, non-owned and hired vehicles in the amount of at least One Million Dollars (\$1,000,000) per occurrence; (iii) worker's compensation insurance in accordance with the statutory requirements of the state where Supplier conducts its operations; (iv) employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence; (v) excess or umbrella liability insurance with limits of at least Five Million Dollars (\$5,000,000) per occurrence in excess of the limits afforded for general liability, automobile liability and employers liability provided above; (vi) professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim for economic damages sustained by Hillshire Brands and due to errors and omissions arising out of performance of professional services to Hillshire Brands. The procurement, maintenance or limits of coverage set forth in this Section will not relieve Supplier of liability for loss or damage in excess of the limits specified in this Section. If there is a material change in or cancellation of the insurance required by these Purchase Terms or the Order, then Supplier will notify Hillshire Brands within 30 days. Supplier will require all subcontractors and others performing any services at Hillshire Brands facilities to procure and maintain in effect the insurance required by these Purchase Terms or the Order. Supplier waives any and all rights of recovery it may have against Hillshire Brands for damage or destruction of property of Supplier or its employees.

16. TERMINATION – Unless the applicable Order includes other provisions with respect to termination for convenience, Hillshire Brands may terminate these Purchase Terms or any Order for convenience, in whole or in part, at any time by giving Supplier at least 30 days' prior written notice of the termination date, in which case Hillshire Brands will reimburse Supplier for the actual, reasonable and demonstrable unrecoverable out-of-pocket costs that Supplier incurred to perform under the terminated Order (but not more than what Hillshire Brands would have paid had it not terminated). In addition to Hillshire Brands' other rights and without liability, upon notice to Supplier, Hillshire Brands may terminate the Order, or any part thereof, for cause in the event of any default by Supplier of the terms or conditions of the Order or of these Purchase Terms, including, without limitation, no delivery, late delivery, delivery of defective equipment and/or Supplier's failure to provide Hillshire Brands, upon request, with reasonable assurances of future performance. Hillshire Brands may also terminate the Order for cause if Supplier fails any quality requirements, including, but not limited to, audits and inspections by Hillshire Brands, a third party or the government or any governmental agency. Hillshire Brands may also terminate the Order for cause if Supplier becomes insolvent, is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or seeks protection from creditors under any applicable laws. Upon receipt of Hillshire Brands' termination notice, Supplier shall immediately stop and cause all suppliers and subcontractors to stop all performance under the Order. Upon any termination, Hillshire Brands will owe Supplier for equipment and related services provided prior to the effective date of termination and Supplier shall refund or credit Hillshire Brands for any amounts paid in advance by Hillshire Brands for equipment and related services that were not yet provided as of the effective date of termination.

17. CONFIDENTIALITY– The receiving party and its employees, agents and representatives, shall consider as the other party’s “Confidential Information,” all proprietary or non-public information of the disclosing party, and with respect to Hillshire Brands as the disclosing party (i) all specifications or other documents prepared by Supplier in connection herewith, (ii) personally identifiable information provided by Hillshire Brands or gathered in connection with these Purchase Terms, (iii) the fact that Hillshire Brands has contracted to purchase goods, services, equipment and/or software from Supplier, and (iv) all other non-public information relating to these Purchase Terms. Without the disclosing party’s prior written consent, the receiving party shall not disclose or use Confidential Information for any purpose other than performing these Purchase Terms. The foregoing provisions shall be in addition to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure, data security and privacy, and/or publicity, except that in the event of a conflict, these provisions shall control. The receiving party’s confidentiality obligations will survive perpetually for trade secrets and personally identifiable information and for a period of five years from the date of disclosure for all other Confidential Information. Hillshire Brands’ receipt of Confidential Information from Supplier will not impair Hillshire Brands’ right to develop, manufacture, market, sell, distribute or use any goods or services that compete with the goods or services provided by Supplier, provided, however, Hillshire Brands does not use Supplier’s Confidential Information in connection therewith. The receiving party will return or destroy any Confidential Information promptly upon the disclosing party’s request. If the disclosing party so requests, the receiving party will provide a certificate, signed by an authorized representative, certifying that all Confidential Information has been returned or destroyed.

18. COMPLIANCE WITH HILLSHIRE BRANDS’ GLOBAL STANDARDS – Supplier represents and warrants that Supplier is and will continue to be in full compliance with The Hillshire Brands Company’s Global Standards for Business Partners, as those standards appear from time to time on the “Business Partners” section of the Hillshire Brands website at www.hillshirebrands.com. Hillshire Brands’ internal and external auditors and personnel may conduct inspections or audits of Supplier’s records and facilities for compliance with the Standards. Supplier’s employees will cooperate fully with any such auditors and personnel in connection with any such audit.

19. DISABLEMENT OF SOFTWARE AND HARDWARE PROVISIONS - In no event will Supplier or its agents, disable or interfere with Hillshire Brands’ use of any equipment or any software, hardware, systems or data owned, utilized or held by Hillshire Brands or customers without the written permission of an authorized representative of Hillshire Brands, whether or not the disablement is in connection with any dispute between Hillshire Brands and Supplier or otherwise. Supplier understands that a breach of this provision could cause substantial harm to Hillshire Brands and to numerous third parties having business relationships with Hillshire Brands. The provisions set forth in this Section will survive any expiration or termination of these Purchase Terms or any Order for any reason. Except as disclosed by Supplier in the applicable Order, Supplier represents and warrants that the equipment will not contain any virus, Trojan horse, self-replicating or other computer instructions that may, without Hillshire Brands’ consent, (a) alter, destroy, inhibit or discontinue Hillshire Brands’ effective use of the equipment or any Hillshire Brands resource, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by Hillshire Brands, (c) store any data, programs, materials or information on Hillshire Brands’ computers, or (d) bypass any internal or external security measure to obtain access to Hillshire Brands’ resources.

20. UNITED STATES GOVERNMENT CONTRACT FLOW-DOWN CLAUSES – Supplier acknowledges that, as a matter of United States federal procurement law, that (i) Supplier may be deemed a “subcontractor” to a Hillshire Brands entity under one or more of such entity’s contracts with the federal government, (ii) the equipment or related services provided or to be provided by Supplier in such circumstances may constitute “commercial items” as that term is defined in the Federal Acquisition Regulation, 48 C.F.R. Section 52.202, and (iii) “subcontractors” providing “commercial items” under government contracts are subject to certain mandatory “flow-down” clauses (currently, (A) Equal Opportunity, (B) Affirmative Action for Special Disabled and Vietnam Era Veterans, and (C) Affirmative Action for Handicapped Workers) under the Federal Acquisition Regulation, 48 C.F.R. Section 52.244-6. Insofar as such clauses are required to flow down to Supplier, Supplier will comply with such clauses at no additional cost to Hillshire Brands.

21. MODIFICATION – Any amendment, modification or change of these Purchase Terms or the Order will be valid only if it is in writing and manually signed by an authorized representative of the party to be bound. No course of dealing between the parties or any documents issued by Supplier will have any force or effect between the parties, even if Hillshire Brands signs or accepts such documents.

22. FORCE MAJEURE – Neither party will be liable to the other party for any non-performance or delay in performance under these Purchase Terms and/or any Order in the event of causes beyond its reasonable control, such as

government action or inaction, strike or other labor dispute, fire, act of God, war, or unusually severe weather, if the affected party (i) promptly notifies the other party of the event, (ii) provides the other party with a detailed description of the non-performance or delay that it will cause, and (iii) uses commercially reasonable efforts to perform despite such event.

23. SUPPLIES AND EQUIPMENT – All materials, supplies, or equipment furnished or paid for by Hillshire Brands in connection with the Order shall remain Hillshire Brands' property (title shall not transfer to Supplier), shall be maintained by Supplier in good condition, shall be used by Supplier only for Hillshire Brands, and shall be returned to Hillshire Brands or otherwise disposed of as directed by Hillshire Brands upon completion of Order.

24. INDEPENDENT CONTRACTORS / SUPPLIER OBLIGATIONS – The parties will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. Supplier agrees that its employees and subcontractors are performing services as independent contractors and not as Hillshire Brands' employees, regardless of where they perform services. Supplier shall be fully responsible for all of its employees, subcontractors and agents, including without limitation all compensation and taxes related thereto. Supplier shall ensure that none of its employees, subcontractors or agents ("Supplier Personnel") engages in drug or other substance abuse while at a Hillshire Brands facility, in a Hillshire Brands vehicle or otherwise while performing services. If Hillshire Brands determines that the continued assignment to Hillshire Brands of any Supplier Personnel is not in the best interests of Hillshire Brands, Supplier will remove that individual from providing services and replace that individual with Supplier Personnel of suitable ability and qualifications without charge to Hillshire Brands. Supplier will ensure that the Supplier Personnel, while assigned to provide services at or otherwise visiting or accessing Hillshire Brands' facilities, will (a) comply with Hillshire Brands' then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Supplier or Supplier Personnel at those facilities, including, without limitation, Hillshire Brands' Contractor Health, Safety, Environmental and Quality Assurance Program, which is available upon request by contacting the project manager, (b) comply with all reasonable requests of Hillshire Brands personnel, as applicable, pertaining to personal and professional conduct, and (c) otherwise conduct themselves in a professional and businesslike manner.

25. ILLINOIS LAW / WAIVER OF JURY TRIAL – These Purchase Terms and the Order will be governed by and construed in accordance with the applicable laws of Illinois, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Purchase Terms or the Order must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or Federal courts located in the Northern District of Illinois, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the state and Federal courts located in the Northern District of Illinois, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THESE PURCHASE TERMS OR ANY PURCHASE ORDER.**

26. PUBLICITY – Supplier will not, without Hillshire Brands' prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Hillshire Brands in any sales, marketing or publicity activities or materials, or (ii) issue any public statement regarding its relationship with Hillshire Brands.

27. GENERAL CONDITIONS – Supplier may not assign, delegate or sub-contract its rights or obligations under these Purchase Terms or the Order without the express written consent of Hillshire Brands. Notwithstanding any such consent, Supplier will remain responsible for its obligations under, and will be liable for any subcontractor's failure to perform or abide by, the Purchase Terms or the Order. These Purchase Terms shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and legal representatives. No provisions of these Purchase Terms will be waived by any party except in writing. A delay or omission by a party to exercise any right or power under the Order or these Purchase Terms will not be construed to be a waiver of that right or power. The parties hereto agree that the waiver by any party of a breach of any provision of the Order or these Purchase Terms shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of the Order or of these Purchase Terms. If any provision or application of the Order or of these Purchase Terms shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and applications of the Order or these Purchase Terms shall not be affected, but rather shall remain valid and enforceable. Those obligations or responsibilities contained in the Order and in these Purchase Terms which are

continuing in nature shall survive the expiration or termination of the Order. All rights and remedies provided for in these Purchase Terms shall be cumulative and additional to any other or further remedies provided by law, equity or otherwise. Notices will be deemed given when sent by first class mail (return receipt requested), hand-delivered or sent by documented overnight delivery service at the address indicated on the Order or otherwise provided to the other party by written notice. Electronic communications will be (i) considered "written" or "in writing" for purposes of these Purchase Terms, and neither party shall deny the legal effect, validity, or enforceability of a signature, contract or other document transmitted electronically, provided the information transmitted is in an agreed upon format under an agreed upon protocol, and (ii) treated as signed writings and original records. The previous sentence shall not apply where these Purchase Terms expressly require a manual signature or Hillshire Brands' or Supplier's written consent or agreement, in which case, the written consent or agreement must include a manual signature.

28. ENTIRE AGREEMENT – These Purchase Terms, the Order and any document referenced herein or therein collectively constitute the entire agreement between Hillshire Brands and Supplier, superseding all prior oral or written agreements and understandings as to the subject matter of these Purchase Terms and the Order.