

VERMONT BEAN CRAFTERS TERMS AND CONDITIONS OF SALE

Effective Date: March 01, 2026

Please read this agreement carefully. By placing an order with Vermont Bean Crafters, Co. (“VBC”, “we”, “our”, and “us”): (1) you agree to be bound by this Agreement; and (2) you acknowledge that this Agreement contains an agreement to arbitrate, meaning that you will not be able to bring a lawsuit concerning any dispute that is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, you and VBC each agree to submit any dispute to an impartial arbitrator.

- **Our Agreement.** Your VBC order(s) for the Goods, these VBC Terms and Conditions of Sale (including the Commercial Buyer Addendum, as applicable, per Section 15) and the Goods invoice(s) (collectively, this “Agreement”) constitute the entire binding agreement by and between the purchaser of the Goods (“you” or “your”) and VBC relating to your purchase of any VBC products (the “Goods”). If you are purchasing Goods on behalf of an entity, you represent that you: (i) have the authority to bind the entity to this Agreement and (ii) accept this Agreement on behalf of yourself and the entity. This Agreement supersedes all other agreements and understandings, whether written or oral, by and between the parties relating to the purchase of the Goods. Notwithstanding anything to the contrary, you agree to be bound by and accept the terms of this Agreement to the exclusion of all other terms. No additions, conditions, or modifications will be binding on VBC unless agreed to in writing by VBC.

These VBC Terms and Conditions of Sale (including the Commercial Buyer Addendum) may be updated from time to time by VBC without notice to you; an updated version will be available for your review at <https://www.vermontbeancrafters.com/terms>, and the date of the last update will be reflected at the top of this page. You agree to be bound by the most recent version of the Terms and Conditions of Sale when placing an order for Goods.

- **Purchase and Payment.** You agree to purchase the Goods, and to remit payment in full of the purchase price (the “Price”) as set forth on your order. You are responsible for any shipping, freight, handling, insurance, taxes, VAT, import duties, customs duties, tariffs, and detention fees related to the purchase and delivery of the Goods, and all such costs shall be deemed part of the Price payable by you.

Orders are subject to availability and acceptance. We may cancel orders due to pricing errors, fraud concerns, or inventory limitations. If you initiate a payment chargeback without first contacting us to resolve the issue, we may dispute the chargeback, suspend or cancel future orders, and/or recover associated costs where permitted by law.

- **Shipping and Risk of Loss.** Shipping and delivery dates are estimates only; we may ship your order in partial shipments. If you are purchasing Goods for commercial use or authorized resale, delivery shall be FCA our facility [Warren, VT, USA] Incoterms® 2020, meaning that title and risk of loss pass to you when we deliver the Goods to the carrier at our facility.
- **Product Nature and Agricultural Variability.** Our Goods are agricultural commodities. Natural variations in crop conditions may cause differences in the size, color, texture, moisture, flavor, weight of our Goods. These variations are normal and do not constitute a defect if the Goods otherwise meet reasonable commercial standards.

- Limited Warranty; Inspection; Disclaimer.** (a) VBC warrants that the Goods will, at the time of delivery, materially conform to the then-current written Goods description provided by VBC and will be manufactured, packaged, and labeled in accordance with applicable laws in effect at the time of shipment. You are responsible for inspecting all Goods promptly upon receipt. Any claim for shortage, damage, or nonconformity must be reported to VBC at orders@vermontbeancrafters.com within 72 hours of delivery (or, if you have purchased the goods for your personal/non-commercial consumption, within 7 calendar days of delivery), or the Goods shall be deemed accepted.

(b) **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4(A): (I) THE GOODS ARE PROVIDED “AS IS”; (II) VBC MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE GOODS; (III) VBC DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE GOODS.
- Limitation of Liability.** IN NO EVENT SHALL VBC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. Excluding damages resulting from VBC’s gross negligence or willful misconduct, VBC’s maximum liability in connection with this Agreement will not exceed the amounts actually paid by you to VBC for the Goods. To the extent that applicable law does not permit the exclusion or limitation of certain liabilities set forth herein, such limitation shall apply to the fullest extent permitted by law.
- Basis of the Bargain.** You acknowledge that VBC has set its Prices and entered into the Agreement in reliance upon the limitations and exclusions of liability and the disclaimers of warranties in this Agreement, that these provisions are an essential part of the contract between the parties, and THAT VBC’S PRICES WOULD BE HIGHER IF YOU HAD NOT AGREED TO THESE PROVISIONS.
- Intellectual Property.** As between you and VBC, VBC owns and shall retain ownership of all rights, title, and interest in all trademarks, logos, Goods names, branding, packaging designs, website designs (including the look and feel of our website), and all other intellectual property associated with our Goods and our business. You agree not to copy, reproduce, or use our intellectual property without our prior written permission.
- Notices.** All notices under this Agreement will be in writing and (except for order placement, invoice delivery, or delivery of other standard commercial documents, which may be via email or web form submission, as applicable) will be sent via email: orders@vermontbeancrafters.com, ATTN: TIME-SENSITIVE LEGAL NOTICE; *if to you:* to the email address on the most recent Sales Order.
- Severability; Waiver; Assignment.** If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be in any way unenforceable, then it will be enforced to the maximum extent permitted by law, and the parties agree that the scope may be judicially modified accordingly and the remainder of this Agreement will remain in effect. VBC’s failure to enforce any of its rights under this Agreement will not be construed as a waiver of such rights, nor will VBC’s waiver in one or more instances be construed as a continuing waiver or as a waiver in other instances. This Agreement may not be assigned by you without VBC’s prior written consent, which will not be unreasonably withheld. This Agreement is binding on and inures to the benefit of the parties’ heirs, successors and permitted assigns.
- Force Majeure.** VBC is not responsible for delays or failures caused by events beyond its reasonable control,

including natural disasters, crop failures, acts of God, transportation disruptions, governmental actions, pandemics, strikes, wars, terrorist actions, supply chain disruptions, failure of communication lines or Internet service, etc.

- **AGREEMENT TO ARBITRATE; Governing Law and Jurisdiction.** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of Vermont, USA, and each party waives any objection based on conflict of law principles. Any dispute between the parties in connection with this Agreement that is not settled to the parties' mutual satisfaction shall be determined by recourse to mediation and, if necessary, binding arbitration before one arbitrator. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures (Comprehensive Arbitration Rules and Procedures). Mediation and, if necessary, binding arbitration, may be conducted exclusively by written and telephonic submission and videoconferencing. If in person, all mediation or arbitration will take place in Burlington, Vermont. The parties will share the costs of the mediator and, if necessary, the arbitrator(s) equally. All individual attorney fees, witness costs and all other expenses of the parties will be the sole responsibility of the respective parties. If the arbitrator rules in favor of one party, the arbitrator will have the right to also award to the winning party costs and fees (including reasonable attorneys' fees) in connection with the dispute. Following conclusion of binding arbitration, a judgment may be filed in the courts of the state or jurisdiction in which the judgment debtor maintains its principal place of business or residence. By executing this Agreement, the parties expressly consent to the personal jurisdiction of those courts and give them the power and authority to enforce the arbitration award.

If for any reason, a dispute proceeds in court rather than arbitration, the dispute shall be commenced or prosecuted in the state and federal courts located in Chittenden County, Vermont, USA, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any matters covered by this Agreement.

- **Class Action Waiver.** Where permitted under applicable law, you and VBC agree that each party may bring claims against the other only in its own individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both parties agree, no arbiter or court of law may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- **Limitation on Time to File Claims.** To the extent permitted by applicable law, any claim or cause of action you may have arising out of or related to this Agreement must be commenced within one (1) year after the claim or cause of action accrues or it shall be permanently barred.
- **Commercial Buyer Addendum; Entire Agreement; Amendment; Survival.** This Agreement constitutes the complete and exclusive agreement between you and VBC regarding the Goods, provided, however, that, if you are purchasing Goods from VBC for resale, distribution or commercial use, then the Commercial Buyer Addendum which follows shall be deemed included in and part of your Agreement. Any amendment to, or waiver under, this Agreement must be in writing and signed by the applicable party in order to be effective. Provisions that by their nature should survive delivery and payment - including remedies for nonpayment, limited warranties, limitations of liability, intellectual property rights, and dispute resolution - will survive.

VERMONT BEAN CRAFTERS COMMERCIAL BUYER ADDENDUM

This Commercial Buyer Addendum (the “**Addendum**”) applies to buyers who purchase Goods for resale, distribution, or commercial use, and (for such buyers) supplements the VBC Terms and Conditions of Sale. Capitalized terms used and not defined in this Addendum have the meanings ascribed to them in the VBC Terms and Conditions of Sale. If there is a conflict between this Addendum and the VBC Terms and Conditions of Sale, this Addendum shall control for wholesale transactions.

- **Eligibility.** Wholesale pricing and purchasing are available only to businesses purchasing Goods for resale or commercial use. We may require verification of your business status before approving commercial orders for Goods.
- **Order Acceptance; Availability; Variability.** An order is deemed accepted when we confirm it or when we ship the Goods. Goods availability depends on agricultural supply, production capacity, and logistics. We may delay, reduce, or cancel shipments due to crop failure, weather, disease or contamination, raw material shortages, transportation disruptions, or other events beyond our reasonable control. If this occurs, our sole and exclusive liability to you, and your sole and exclusive remedy, is the refund any payment for undelivered Goods. Because agricultural products vary naturally, Goods shipments may vary by $\pm 5\%$ of ordered weight. Variations within these limits are considered acceptable performance of the order.
- **Minimum Orders.** Commercial orders may be subject to minimum order quantities and/or minimum order values. We will communicate current requirements through pricing lists, order confirmations, or sales materials. We reserve the right to adjust these requirements at any time.
- **Payment.** You may not deduct or offset amounts from invoices without our prior written approval. This includes deductions related to alleged shortages, marketing or promotion fees, compliance penalties, freight issues, or other alleged product claims. If you believe an adjustment is required, you must contact us first to request written approval (which we may grant or deny in our sole discretion). We will treat unauthorized deductions as past-due balances.

VBC may in its sole discretion grant certain qualified commercial buyers net payment terms, up to certain credit limits. However, we reserve the right to modify or revoke credit terms at any time. If your account becomes overdue, we may decline to accept orders or fulfill pending orders or require future orders to be on a prepaid basis. You will be liable to VBC for all costs incurred by VBC in its collection of any overdue balances, including collection agencies' and attorneys' fees and expenses, regardless of whether a lawsuit is commenced.

- **Storage, Handling, and Perishable Risk.** Our Goods have a finite shelf life. As between VBC and you, you are solely and exclusively responsible for timely unloading, proper inventory rotation, maintaining suitable storage conditions, compliance with all applicable food safety laws and regulations, and selling or using the Goods before expiration. We are not responsible for spoilage, damage, or quality loss caused by improper storage, delays in pickup, or handling after delivery, or for any other claims or losses resulting from your failure to comply with this Section.
- **Export and International Sales.** If you export our Goods, then, as between VBC and you, you are solely and exclusively responsible for complying with all applicable export and import laws and regulations. Additionally, as the buyer or importer of record, you are solely and exclusively responsible for ensuring compliance with applicable food labeling laws, food safety regulations, and import requirements in the destination country.
- **No Guaranteed Sell-Through or Inventory Buyback.** VBC does not guarantee that Goods will sell through

your commercial channel. Unless we agree otherwise in writing, we are not required to repurchase, credit, or accept returns of unsold or unused inventory, including inventory approaching or past its expiration date. You are responsible for ordering quantities appropriate for your expected sales or usage requirements.

- **Product Quality.** If you receive a consumer complaint related to the Goods, you must notify us promptly and provide reasonable details. We may request product samples, photos, or additional information to investigate. Additionally, you must promptly notify us if you become aware of any food safety issue or regulatory inquiry involving our Goods. If a recall or safety issue arises, you agree to cooperate with VBC and provide reasonable assistance to conduct the recall, including identifying affected inventory, notifying downstream customers where appropriate, and otherwise following VBC's recall instructions.
- **Indemnification.** You hereby agree to indemnify and hold VBC, its shareholders, directors, officers, employees, contractors, successors and assignees harmless from any and all loss, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) which such VBC parties may suffer or incur as a result of any claim of any kind whatsoever arising out of: (i) your handling and commercial uses of the Goods; (ii) your gross negligence, willful misconduct, and/or breach of any of the terms of this Agreement; and/or (iii) any violation of applicable laws and regulations.
- **Relationship.** Nothing in this Agreement will be construed to create any relationship of principal and agent, joint venturers, partners, employer and employee between you and VBC. Neither party will have any authority to act as an agent of and/or contractually bind the other party. All financial obligations associated with your business are solely your responsibility.