

## **RESHMI'S GROUP INC. CUSTOMER POLICY**

This Reshmi's Group Inc. Customer Policy ("Policy") sets forth Reshmi's Group Inc ("RGI" or "we") standard practices and procedures related to certain aspects of our relationship, including the order, inventory, delivery and return of Products. For Customers who buy from us pursuant to a contract, this Policy is hereby incorporated into that Agreement. Any capitalized terms contained in this Policy that are not defined herein will have the meanings given in the Agreement between RGI and Customer.

### Ordering Timeframe:

Customer must place their order at least 48 hours in advance of their scheduled route delivery. Any orders that are received after the deadline will be delayed until the next scheduled route delivery. You may submit expedited order request at least 24 hours before your schedule route delivery for an additional \$100 charge which will be added to your invoice. Same day orders for delivery are NOT allowed and will be rejected or queued for next delivery without any prior notification from us.

Will Call: Will call orders must be called at least 2 hours in advance for same day pick-up. We will do our best to have your order ready; however, we cannot guarantee that it will be ready within the 2-hour window. Also, you may be charged a \$50 fee, if you fail to pick up your will call order.

### Minimum Order Requirements

Most local orders are delivered on a RGI's truck and are subject to a minimum order requirement and/or standard delivery charge, not including fuel surcharges, as listed below.

- Minimum order value must be \$500 or more for free delivery (not including fuel surcharges).
- All orders may be subject to fuel surcharges including the ones that meet the free delivery criteria.
- Orders that do not meet the minimum dollar value threshold will be assessed delivery charge of \$100 (\$50 for large customers), not including fuel surcharge, plus any applicable charges such as liftgate fee or inside delivery charges.
- Small orders (less than \$500) are not delivered outside of 50-mile radius
- We have a right to refuse delivery if the customer does not pay for the goods, if asked, or may have a past due balance on their account.

### Product Pricing & Availability:

- Product price is listed on the invoice from the date you place the order. The price shown do not include shipping/freight cost.
- Prices shown do not include sales, use or other taxes. Expedited shipping or other similar charges, if available, are additional and listed under freight cost within the invoice.
- Products may not be available for immediate delivery. In the unlikely event that a product becomes unavailable, RGI reserves the right to cancel that order.

### Split Case Surcharge:

If a Customer requests that we sell Product in units less than the standard case/containers, RGI has the right to charge an additional fee on the transaction.

### Average Case Size Requirements:

For our contract Customers, if the case size of any Product increases over the current case size of a Product, we may increase the margin in an amount sufficient to compensate us for the loss in revenue resulting from the size increase.

### Local Deliveries:

We will assign specific delivery days and maintain open delivery windows for each Customer location; however, we do not guarantee set date and time for any of our deliveries.

- At the time of delivery, your designated representative should receive the shipment and sign for the Products. All shortages, damages or rejected Products should be noted on the invoice at time of delivery.
- Delivery dates that fall on a holiday may be rescheduled at RGI's discretion.
- All cases must be counted before the RGI driver and Customer sign the invoice/other document related to the order. All invoice/document copies must be signed.
- Once the Customer has signed for a specific quantity of cases and the RGI driver has left the premises, the shipment is the Customer's responsibility. Customers will not be credited for shortages once the invoice has been signed and the RGI driver has gone.
- Frozen and refrigerated Products should be stored immediately upon receipt.

### Unloading:

- For safety reasons, we do not allow Customer's employees on the RGI delivery trucks unless prior written authorization is provided by RGI's Management team.
- The driver will unload and place all orders in designated areas. The driver is not responsible for placing cases/pallets inside Customer's location or storage shelves.
- For tailgate deliveries, the driver will bring all Products to the rear of the trailer. Customer's employees will be responsible for taking the Product from the rear of the trailer into the Customer premises.

### Returns:

Customer has 24 hours (per the terms & conditions) from the time of delivery to notify us about (i) any concealed Product damage or other Products it seeks to reject, or (ii) with respect to Products not jointly checked in, any shortages, damages, or other Products it seeks to reject. Customer's right to return Product will be subject to properly maintaining, storing, and segregating Products in a manner that ensures that non-damaged and non-rejected Products are viable for resale. Arrangements for Product returns must be made through our order department. Refrigerated ready-to-eat Products may not be returned.

- In order to receive a credit for returned Product, the Product must be unopened (unless there is concealed damage), non-perishable, in good condition and with adequate shelf life remaining to allow for resale. A restocking fee and other charges may apply. In the event a pick-up and/or return is approved by RGI, Customer must advise the RGI customer service representative within 72 hours of Product delivery or at the time the next order is placed, whichever is earlier. Customer must provide the following information:
  - Reason for the return.
  - Invoice number for the delivered Product.
  - Product code number, quantity, price and description.

#### Freight Charges:

Shipments are sold FOB origin. RGI reserves the right to select the method and type of transportation to the Customer. All shipping and handling charges, including excess packing, shipping, transportation charges, expediting and special handling costs shall be charged to Customer's account.

If these terms and conditions conflict with any distribution or other established pricing agreement, you now or may have with RGI (each a "Transaction Document"), these terms and conditions will apply to your purchase of products marked or sold through RGI. Prices shown on the invoice will reflect all discounts designated by the supplier or vendor to be passed along to you.

### **RESHMI'S GROUP INC. ACCOUNT TERMS & CONDITIONS**

- Entire Agreement. Acceptance of orders, whether oral or written, is based on the express condition that Customer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer ("Customer") will constitute Buyer's ("Customer's") assent to these terms and conditions. These terms and conditions and those on the attached page (or face side hereof) represent the complete agreement of the parties (this "Agreement"). No terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein shall be binding upon RGI Inc. ("RGI" and/or "RGI's") unless made in writing and signed and approved by an officer of RGI. No modification of any of these terms will be affected by RGI's shipment of products following receipt of Customer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
- Prices. All prices are FOB RGI's warehouse/plant and are subject to adjustment, without notice to RGI's prices in effect at the time of shipment. Prices exclude pallet charges. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Customer.
- Customer's Full Quantity Commitment. Customer commits to take delivery of and pay for the full product quantity set forth on the attached page or face side hereof (unless such products are nonconforming). While such full product quantity may be delivered in installments as agreed upon by RGI and Customer, Customer's commitment to pay for the full quantity of conforming products remains absolute.

- **Payment.** All accounts shall be paid net in United States Dollars to the email or physical address specified on the invoice within thirty (30) days after the products are invoiced. If Customer does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, Customer agrees to pay: (a) interest of the lesser of (i) 1.5% per month and (ii) the highest non-usurious rate permitted by applicable law on past due amounts from date due until paid; which rate shall apply to post judgment interest also; (b) all costs of collection (e.g., attorneys' fees and expenses); and (c) a \$35 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law; (d) Deductions from invoice total are permitted only through a credit invoice produced by RGI. Customer shall not have the right to set off against any amounts payable to RGI. In each instance, all charges and fees, and RGI's rights and remedies, are subject to and automatically constrained by applicable law.
- **Credit approvals; no assignments.** RGI may establish a credit limit for Customer's account. Customer agrees that RGI in its sole discretion may increase, decrease, or terminate credit at any time. Customer may not assign any rights or benefits under the Credit Agreement without RGI's prior written consent, which consent may be withheld in RGI's sole discretion. If Customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest in Customer is considered an assignment within the meaning of this provision.
- **If company becomes insolvent or fails to pay balance due on the account, or unable to remit payments as they become due, or refuses to remit any payment as it becomes due; the officers of the company shall undertake personal liability for the repayment of the total amount due on the account in due manner in accordance with the terms of this Agreement.**
- **Force Majeure.** RGI shall not be liable for delays in shipment or default in delivery for any reason of force majeure or for any cause beyond RGI's reasonable control including, but not limited to, (a) government action, war, terrorism, epidemic disease, riots, embargoes or martial laws, (b) RGI's inability to obtain necessary materials, products and/or ingredients from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit or (d) fire, flood or other casualty.
- **Title/Risk of Loss.** Delivery of products to carrier shall be deemed delivery to Customer, and thereupon title to such products, and risk of loss or damage, shall be Customer's. Any claim by Customer against RGI for shortage or damage occurring prior to such delivery must be made in writing within three (3) days after receipt of shipment. For refund to be provided to Customer by carrier for products damaged in transit, Customer must provide an affidavit with description of damages signed by driver.
- **Return of Products.** ALL PRIVATE-LABEL, PROCESSED PRODUCTS, SPECIAL ORDERS, INDIVIDUAL CONTRACT PRODUCTS, AND PROMOTIONAL ITEMS AND OFFERS SPECIFYING OF LISTED POLICY(IES) CANNOT BE RETURNED BY CUSTOMER (UNLESS SUCH PRODUCTS ARE NONCONFORMING). ORDERS HERE UNDER CANNOT BE CANCELED BY CUSTOMER UNDER ANY CIRCUMSTANCES. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE FOREGOING PROVISION IS AN INTEGRAL PART OF THIS AGREEMENT, AND THAT RGI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IN THE ABSENCE OF SUCH PROVISION. ALL

OTHER PRODUCTS MAY BE RETURNED SUBJECT TO THE FOLLOWING: RGI must be notified of the return within 1 (one) day following receipt and the product returned within 10 days in the original package (if possible) for full refund to be granted. Product returned within 11-15 days following receipt will be subject to a 25% restocking fee. No return will be accepted after 15 days following receipt. RGI Management has a right to refuse any and all returns, whether within or outside of the scope of what's stated above.

- Warranty and Disclaimer. RGI warrants that any products sold hereunder, except those products that carry the warranty of a supplier, will conform to the specifications set forth on the attached page or face side hereof.
  - THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS, OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Limitation of Remedies. RGI shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling or use of the products, or from any other cause with respect to the products or this Agreement, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort, negligence or any other legal theory. RGI's liability hereunder, in any case, is expressly limited, at RGI's election, to replacement (in the form originally shipped) of products not complying with this Agreement, or to the repayment of, or crediting Customer with, an amount equal to the purchase price of such products. Any claim by Customer with reference to the products sold hereunder for any cause shall be deemed waived by Customer unless such claim is submitted to RGI in writing within three (3) days following delivery.
- Waiver. Waiver by RGI of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
- Severability. In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable such provision or provisions shall be severed, and the remaining terms and conditions shall remain binding and effective.
- Controlling Law. This Agreement shall be deemed to have been executed and delivered in Tukwila, Washington, USA. Except as otherwise provided herein, this Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the internal laws of the State of Washington, USA, including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. In the event Customer's place of business is in a country that has ratified the United Nations Convention on Contracts for the International Sale of Products ("Convention") the parties agree to exclude application of the Convention from consideration in connection with this Agreement.

- Legal Proceedings. The jurisdiction and venue of any legal proceedings for the resolution of disputes arising under or in connection with this Agreement shall be in the federal or state courts of King County, Washington, U.S.A.
- Attorney's Fees, Etc. If any action at law or in equity, including but not limited to an action for collection, is brought by RGI to enforce the provisions of this Agreement. RGI shall be entitled to recover attorneys' fees and all other actual and necessary costs and expenses of litigation from Customer, which amounts shall be in addition to any other relief which may be awarded.
- Private Label Goods. Customer hereby warrants to RGI that (i) Customer holds good and sufficient rights in and to all trademarks, trade dress, logos or other indicia of source ("Trademarks") that Customer has directed be placed on the goods or the packaging for the goods (the "Private Label Goods"), (ii) with respect to any design, invention or physical specification for the Private Label Goods provided by Customer, that Customer holds good and sufficient rights in and to the use of such design, invention and/or physical specification so that RGI may lawfully fulfill Customer's Private Label Goods order; (iii) Customer is not subject to any law, rule, or contract that prohibits or inhibits its placement of Customer's order for Private Label Goods with RGI; (iv) there is no adverse claim, by any third party, to the design, invention or physical specification of the Private Label Goods, or to the Trademarks, or any of them, and (v) RGI's manufacture and sale of Private Label Goods as requested by Customer does not violate any rights of any third parties. Customer hereby indemnifies RGI, its officers, employees, sales representatives, subsidiaries, parents, related companies, and agents ("Indemnified Parties") from and against all costs and expenses (including without limitation, reasonable attorney's fees and costs) of any and all claims, suits, losses, damages, obligations, and judgments arising out of any breach of any of Customer's warranties, covenants or obligations herein and/or any assertion or allegation that the Private Label Goods infringe any rights of third parties.

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