

Remit via ACH Payment: Beneficiary: ICI Foods Account: 1000097936073 Routing: 061000104

Document paid invoices numbers

to AR@ICIFoods.com

Remit via check to Lockbox: ICI Foods P.O. Box 116243 Atlanta, GA 30368-6243 Phone 804-935-1700 AR@ICIFoods.com

Ship To:

INVOICE: 345012

Avomex Inc

USA

300 Burlington Rd

Saginaw TX 76179

Date: 09/03/25

Due: 09/18/25

Bill To: Avomex Inc

300 Burlington Rd Saginaw TX 76179

USA

Customer PO: M062919 Ship VIA: Prepaid

Customer No: 76244 Carrier:

Terms: Net 15 (C) **BOL**: 14486684

Sales Person: ICI TX

Item #	Cust Item	Description	Total Weight	U/M	Qty	Price	\$/LB	Amount
TU1	3301-69m	Mediterranean Sea Salt without Additives Fine 25kg Bag (INF)	41,887	Bag	760	\$19.8000	0.36	\$15,048.00
		Additives Fille 23kg Dag (INF)				Tariff Surcharge:		\$1 504 80

Amount due on or before: 09/18/2025 \$16,552.80

Amount due after: 09/18/2025 \$16,883.86

PLEASE SUBMIT DOCUMENTATION FOR ANY AND ALL DISPUTES TO THIS INVOICE WITHIN 7 CALENDAR DAYS FROM THE DATE OF INVOICE. INFO MAY BE SUBMITTED TO: AR@ICIFOODS.COM. CLAIMS OR DISPUTES MADE BEYOND 7 DAYS ARE CONSIDERED INVALID.

REQUESTS FOR ACCOUNT CREDITS RELATED TO FREIGHT DAMAGES MUST BE SUBMITTED TO: AR@ICIFOODS.COM AND INCLUDE:

PICTURES OF DAMAGES

SIGNED BILL OF LADING (DELIVERY RECEIPT) WITH THE COUNT OF DAMAGES CLEARLY NOTED









TERMS AND CONDITIONS OF SALE

- 1. WARRANTY LIMITATIONS AND EXCLUSIONS. To the extent ICI has the legal right to do so, ICI shall pass through to Buyer, or otherwise make available for the benefit of Buyer, any warranties of the manufacturer applicable to the Product. ICI does not itself give or make any warranty of any kind with respect to the Product. BUYER UNDERSTANDS AND AGREES THAT ICI MAKES NO WARRANTIES REGARDING THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer's sole recourse for breach of those warranties shall be against the manufacturer of the Product.
- 2. LIMITATION OF LIABILITY. ICI SHALL NOT BE LIABLE FOR, AND BUYER HEREBY ASSUMES THE RISK OF, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES AND PROFITS, DAMAGES RESULTING FROM THE RESALE OF THE PRODUCT, OR USE OF THE PRODUCT IN MANUFACTURING, PRODUCTION OR IN ANY OTHER MANNER. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND THE LIABILITY OF ICI HEREUNDER OR WITH RESPECT TO ACTS OF ICI IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR PRODUCT ON WHICH SUCH LIABILITY IS BASED.
- 3. DELIVERY AND TITLE. If Buyer purchases the Product F.O.B. ICI's plant, then Buyer shall take title to the Product and assume all risk of loss or damage thereto at the moment the Product enters the truck or other vehicle in which Buyer has arranged the Product to be picked up, regardless of whether such vehicle is owned by Buyer. Any actions of ICI to inspect such vehicle or otherwise assist Buyer in determining the cleanliness of such vehicle shall not alter in any way the passing of title or assumption of risk of loss set forth above. Buyer shall defend, indemnify and hold harmless ICI from and against any and all costs, damages, losses or expenses (including, but not limited to, reasonable attorneys' fees) directly or indirectly as a result of, relating to or arising out of any claim (including, but not limited to, violations of the Federal Food, Drug and Cosmetic Act and claims of third parties) for loss, liability, damage or injury to any person (including death) or property arising out of the aforementioned pick-up of the Product by Buyer. If Buyer purchases the Product F.O.B. Buyer's plant, then Buyer shall take title to the Product and assume all risk of loss or damage thereto at the moment the Product is delivered to Buyer at location specified in this Contract.
- 4. OTHER CONSIDERATIONS. 1. Freight and diesel fuel market conditions are subject to change throughout the term of this Contract. As such, any increases in freight or fuel costs will be passed along to Buyer at the discretion of Seller. 2. Unless otherwise specified by Seller, volume will be shipped to Buyer in equal monthly quantities over the term of the contract
- 5. INSTALLMENT CONTRACT. In the event this Contract is deemed or interpreted to be an installment contract, the failure of ICI to ship or deliver any installment when due will not substantially impair the value of this Contract as a whole and will not constitute a breach of this Contract as a whole. In the event of any nondelivery of an installment of the Product by ICI, Buyer's sole and exclusive remedy shall be limited to prompt delivery of said Product.
- 6. CLAIMS. Buyer shall examine the Product immediately upon receipt and shall be deemed to have accepted the Product unless written notice to the contrary is given to ICI within fifteen (15) days after receipt of the Product by Buyer. Any action against ICI under this Contract or related to the Product must be brought within two (2) years from the date of the sale of said Product.
- 7. PAYMENT TERMS. Buyer agrees to the payment terms specified in this Contract. ICI shall have the right to modify the payment terms if it determines, in its sole discretion, that Buyer is insolvent or otherwise unable to pay the purchase price in accordance with this Contract. Buyer shall pay any applicable sales or other taxes payable with respect to any shipment of the Product, or Buyer shall provide ICI with a tax exemption certificate acceptable to the appropriate taxing authorities.
- 8. FORCE MAJEURE. ICI shall not be liable for any delay or failure to deliver caused by labor difficulties, shortages, strikes or stoppages of any sort, fires, floods, storms, accidents, or other acts of God, failure or delay in obtaining materials from ordinary sources, by any statute, regulation, administrative order or decree or order or judgment of a court of law, or other causes beyond the reasonable control of ICI to the extent that the same prevent or delay the performance of the obligations herein contained.
- 9. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, superceding any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, regarding such subject matter. This Contract may only be modified, or any rights under it waived, by a written document executed by both parties. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. EACH SHIPMENT OF THE PRODUCT RECEIVED BY BUYER FROM ICI SHALL BE DEEMED TO BE ONLY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, NOTWITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY PURCHASE ORDER OR OTHER FORM OF BUYER AND NOTWITHSTANDING ICI'S ACT OF SHIPPING THE PRODUCT TO BUYER IN RESPONSE THERETO.
- 10. ASSIGNMENT. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations under this Contract shall not be assigned by either party without the prior written consent of the other party.
- 11. SEVERABILITY. In the event that any of the provisions of this Contract are held to be invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.
- 12. GOVERNING LAW. Any action brought to enforce this Contract or to test the enforceability of any of its provisions shall be brought exclusively in either the United States District Court for the Eastern District of Virginia, Richmond Division, or the Circuit Court of Henrico County, Virginia. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia,









excluding its conflict of law provisions. Notwithstanding the above, when appropriate given the domicile of Buyer, this Contract shall be governed and construed in accordance with those provisions of the United Nations Convention on Contracts for the International Sale of Goods that do not conflict with the terms herein.







