



Commercial Invoice

All goods manufactured in U.S.A.

22.JUN.2024

Shipper: Leprino Foods Dairy Products Company 1830 West 38th Avenue Denver CO 80211-2200 Ph :3034802600	Ship To: MAGENTA LLC STREET CS23, DUBAI INVESTMENTS PARK 2 . DUBAI UNITED ARAB EMIRATES	Bill To: EMERALD FOOD TRADING LLC FZ BUSINESS CENTRE 1, M FLOOR THE MEYDAN HOTEL, AND AI SHEBA DUBAI UNITED ARAB EMIRATES
Remit to: Beneficiary's Bank: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104	Acct #4121902878 ABA #121000248 Swift Code WFBUIUS6S Name: Leprino Foods Dairy Products Company	PAYMENT ALLOCATION: Email invoice #'s and amounts to accountsreceivable@leprinofoods.com Include payer name and wire amount in subject line

Invoice No. PO No.	Order No.	Material No.	Description of Goods and/or Services Classification Code	Quantity Shipped	Net Price	Net Weight	Amount
91300094 Hex 2	1076039	100000141	STR HEXAGONAL PS CHZ 30LB	1330 CS	4.2440 USD/KG	39,900.000 LB 18,099.000 KG 18.099 MT	76,811.93 USD
Inco Terms : FCA WATSONVILLE, CA.			Vessel & Voyage :		Total	18,099.000 KG	76,811.93 USD

Additional References/Special Instructions: ETD: 06/21/2024 ETA:	Total Due: USD 76,811.93
	Payment Terms: CASH IN ADVANCE
	Due Date: 21.JUN.2024
	Mustafa Imadeldin Global Account Analyst

LIMITATION OF LIABILITY: Unless specified differently in a written agreement signed by Leprino Foods Company, the responsibility and liability of Leprino Food Company, including Leprino Foods Dairy Products Company and/or any respective partner, subsidiary or affiliate (collectively "Leprino") arising out of contract or tort (including, without limitation, all claims for a breach of warranty guarantee, failure of performance or delay in performance by Leprino or performance or non-performance of goods supplied by Leprino) for all claims, damages, losses, costs and/or expenses ("Claims") brought, sustained or incurred by any buyer(s) whether jointly or severally (including entities related to or affiliated with Buyer) shall not exceed an amount equal to the aggregate amounts paid by Buyer to Leprino for goods during the twelve months immediately preceding an occurrence giving rise to any Claim(s) against Leprino regardless of any conflicting term contained in any other order documentation, Buyer accepts and agrees to the limitation described in this paragraph. Acceptance is conclusively presumed to have occurred upon Buyer's receipt of the shipment of goods covered by this document. In addition, this invoice and the relationship between Leprino and Buyer is subject to and governed in all respects by the Terms and Conditions attached hereto.

DIVERSION STATEMENT: These commodities were exported from the United States of America in accordance with the Export Administration Regulations and diversion contrary to U.S. law is prohibited. **ADDITIONAL STATEMENTS:** Shipment, delivery, and transfer of ownership terms are per Incoterms® 2020.

LEPRINO FOODS COMPANY - TERMS AND CONDITIONS FOR ALL INTERNATIONAL INVOICES

APPLICABILITY. These terms and conditions of sale ("Terms") are the only terms which govern the sale of the goods ("Goods") by LEPRINO FOODS COMPANY and/or the LEPRINO FOODS DAIRY PRODUCTS COMPANY ("Leprino") to the person or legal entity purchasing the Goods ("Buyer"). This invoice (the "Invoice") on its face sets forth the quantity and price of the Goods to be delivered and references the product specifications of the Goods to be delivered (the "Product Specifications") (such invoice, the "Invoice") and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, as respects the Goods. These Terms shall control the sale of all Goods by Leprino to Buyer. Leprino's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth herein. Buyer's assent to these Terms shall be conclusively presumed from Buyer's failure to submit specific written objections thereto, or from Buyer's acceptance of all or any part of the Goods ordered. No addition to or modification of these Terms shall be binding upon Leprino unless specifically agreed to by Leprino in a writing signed by an authorized officer of Leprino. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to these Terms, acceptance of any order by Leprino shall not be construed as an assent to such contrary or additional terms and conditions; nor shall it constitute a waiver by Leprino of any of these Terms. In case of conflict with any other document, these Terms shall control. Any reference to Buyer's purchase order by Leprino shall not affect or limit the applicability of these Terms. These Terms may only be amended or modified in a writing which expressly identifies the specific section(s) being amended and is signed by an authorized representative of each party. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1. DELIVERY.

(a) No purchase order shall be deemed to be accepted until the earlier to occur of (i) Leprino's delivery of the Goods in accordance with these Terms, and (ii) Leprino's transmittal of the Invoice to Buyer. The Goods will be delivered within a reasonable time after receipt of Buyer's purchase order and Leprino's transmittal of the Invoice.

(b) Unless otherwise agreed in writing by the parties, delivery shall be made FCA Leprino's plant(s) as designated in this Invoice (the "Delivery Point"). Leprino shall make the Goods available to Buyer at the Delivery Point using Leprino's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within three (3) days of Leprino's written notice that the Goods have been made available at the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Leprino may, in its sole discretion, without liability or penalty, make partial delivery of Goods to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the Goods shipped, whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) Upon Leprino making the Goods available at the Delivery Point, or if for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Leprino's notice that the Goods have been delivered at the Delivery Point, or if Leprino is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) the sale of such Goods shall be deemed to have occurred at the Delivery Point, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

2. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Leprino on delivery is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Leprino shall not be liable for any non-delivery of Goods (even if caused by Leprino's negligence) unless Buyer gives written notice to Leprino of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Leprino for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. **Security.** As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Leprino a lien on and security interest in and to all of the right, title and interest of Buyer in, and to under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

4. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be conclusively deemed to have accepted the Goods unless it notifies Leprino in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Leprino. "Nonconforming Goods" means only the following: (i) Goods made available at the Delivery Point that are different than identified in Buyer's purchase order; (ii) the Goods' label or packaging incorrectly identifies its contents; or (iii) Goods made available at the Delivery Point do not conform to the Product Specifications.

(b) If Buyer timely notifies Leprino of any Nonconforming Goods, Leprino shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the purchase price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the Leprino facility designated by Leprino. If Leprino exercises its option to replace Nonconforming Goods, Leprino shall, after receiving Buyer's shipment of Nonconforming Goods, make available to Buyer, at Buyer's expense and risk of loss, the replaced Goods at the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under these Terms to Leprino.

5. Price.

(a) Buyer shall purchase the Goods from Leprino at the price[s] (the "Price[s]") set forth in the Invoice.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Leprino's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Payment Terms.

(a) Except where the Invoice expressly states otherwise, Buyer shall pay all invoiced amounts due to Leprino net fourteen (14) days from the date of the Invoice. Buyer shall make all payments hereunder in US dollars in immediately available funds.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Leprino for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Leprino does not waive by the exercise of any rights hereunder), Leprino shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Leprino, whether relating to Leprino's breach, bankruptcy or otherwise.

(d) Buyer must sign Leprino's standard credit terms as a condition precedent to Leprino accepting any orders for any Goods. To the extent that there is any conflict between this Invoice and these Terms and such standard credit terms, the standard credit terms shall control as respects such conflicts.

7. Limited Warranty.

(a) Leprino agrees that the Goods sold to Buyer under these Terms will at the time of sale meet the Product Specifications for such Goods. All of Leprino's Goods sold to Buyer will comply with all applicable current local, state, and federal governmental laws, statutes, and regulations existing at the time of sale to Buyer. Buyer shall be responsible for any failure to meet the Product Specifications that arise because of (i) the failure to properly store such Goods during shipment or at Buyer's facilities, or (ii) any alteration of the Goods after they have been delivered.

(b) EXCEPT AS SET FORTH IN SECTION 8(A), LEPRINO MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) THE REMEDIES SET FORTH IN SECTION 5(b) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND LEPRINO'S ENTIRE LIABILITY FOR ANY BREACH OF LEPRINO'S OBLIGATIONS SET FORTH IN SECTION 8(a).

8. Limitation of Liability.

(a) IN NO EVENT SHALL LEPRINO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOST SALES, LOST PROFITS, LOST REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER OR LEPRINO, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL LEPRINO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LEPRINO FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 9(b) above shall not apply to (i) liability resulting from Leprino's willful misconduct or (ii) death or bodily injury resulting from Leprino's acts or omissions.

9. Insurance. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than US\$2,000,000 with financially sound and reputable insurers. Upon Leprino's request, Buyer shall provide Leprino with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Leprino with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Leprino's insurers and Leprino.

10. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under these Terms, or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. DESTINATION CONTROL STATEMENT: These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to or in any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

11. Termination. In addition to any remedies that may be provided under these Terms, Leprino may terminate these Terms with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under these Terms; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12. Waiver. No waiver by Leprino of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Leprino. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Leprino, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Leprino to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Leprino in writing. Upon Leprino's request, Buyer shall promptly return all documents and other materials received from Leprino. Leprino shall be entitled to injunctive relief for any violation of this Section 14. This Section 14 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Leprino on a non-confidential basis from a third party.

14. Force Majeure. Leprino shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Leprino including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Leprino. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law and Jurisdiction. These Terms shall be interpreted and enforced solely according to the laws of the State of Colorado, United States of America. It may not be changed, modified or amended except by express written agreement of the parties hereto. The obligations of the parties hereto shall survive completion or cessation of the business relationship between the parties. Notwithstanding any translation of these Terms, whether or not contemporaneous, the English-language version of these Terms shall control in all respects. The parties expressly consent to the exclusive jurisdiction and venue of the Federal courts for the District of Colorado or the State courts of the Second Judicial District of Denver, Colorado, and Denver, Colorado and the American Arbitration Association as to the as the exclusive location and arbitrator, respectively. Any action or proceeding brought by either party which is based on or derives from these Terms must be brought in such courts or arbitrated in accordance with this Section 18; once the initiating party elects to either litigate or arbitrate then the non-initiating party is bound by such decision with respects to that controversy.

(a) The parties agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, may be determined by arbitration in Denver, Colorado, USA, before three (3) arbitrator(s). The arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. The arbitrator's decision shall be final and legally binding in all respects and judgment may be entered thereon in any court of competent jurisdiction.

(b) All arbitration proceedings shall be conducted in English.

(c) The arbitrator shall follow the laws of the State of Colorado (but excluding any choice of law provisions) in reaching his decision in any arbitration proceeding.

(d) Neither the pendency of arbitration nor mediation proceedings shall preclude any party from seeking provisional remedies from the Federal courts for the District of Colorado or the State courts of the Second Judicial District of Denver, Colorado. The parties expressly consent to the exclusive jurisdiction and venue of the Federal courts for the District of Colorado or the State courts of the Second Judicial District of Denver, Colorado for any provisional remedies. The parties agree not to defend against any application for provisional relief on the ground that an arbitration or mediation is pending.

(e) Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including attorney's fees for having to compel arbitration or defend or enforce the award. In addition to the foregoing, the arbitrator shall award the prevailing party its attorneys' fees for the arbitration and arbitration process in addition to any award.

19. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 19.

20. Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Survival. Provisions of these Terms which by their nature should apply beyond the completion, termination or expiration of a given sales transaction governed hereby will remain in force after any termination or expiration of the sale to which these Terms apply.