

TERMS AND CONDITIONS

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between Lucky Elephant Foods, Inc, a Washington corporation (LEF) and you, and is made effective as of the date of acceptance of your first order for goods and/or services. A copy will be provided to you along with your order's packing slip/receipt and remain on www.luckyelephantfoods.com, the main website for the company, for your viewing. LEF, in its sole and absolute discretion, may change or modify this Agreement, at any time, and such changes or modifications will be effective immediately upon posting to the site. You acknowledge and agree that LEF may notify you of such changes by posting them to the site and sending out an email notifying you of the changes. Your use of the site and/or services found available at the site constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) LEF services. It is very important that you keep your account information, including email addresses for buyers and admin/account contacts, current. LEF assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date account file.

If you are entering into this Agreement on behalf of a business entity, you hereby represent that you are authorized to submit the provided application details on behalf of the business named in the New Customer Packet, signed packing slips accepting delivery, and/or Luck Elephant invoices, that the information provided is for the purpose of obtaining credit, and that this information is warranted to be true. You hereby authorize Lucky Elephant Foods, Inc to investigate the references listed pertaining to your credit and financial responsibility. Furthermore, you hereby authorize the financial institutions listed in this credit application to release necessary information to Lucky Elephant Foods, Inc in order to verify the information contained herein, and in consideration of such disclosure on the part of the institution, hereby release them from any and all liability arising there from.

You further represent that the customer applying for credit has the financial ability and willingness to pay all invoices Net 7 (or 30 where applicable), defined as net cash 7 (or 30) days from invoice date, and understand that payments postmarked after the due date may incur an additional monthly interest charge at a rate of 1% per month, or the max allowed under WA state law.

I/we/the Applicant agree(s) and understand(s) that:

- The customer will pay Lucky Elephant Foods, Inc all expenses incurred in the event of default or failure to pay for any and all services or products provided, including, without limitation, all third party collection fees, all reasonable attorney and paralegal fees and their out-of-pocket costs, and all legal, litigation court (including bankruptcy and appellate) and other similar costs allowable by law that are incurred by Lucky Elephant Foods, before or after legal proceedings are commenced and concluded, plus interest on such expenses at the rate applicable to the note.
- As security for payment of any sum due or to become due under terms of any Agreement, Lucky Elephant Foods, shall have the right, if necessary, to retain possession of and shall have a lien on

all customer property in Lucky Elephant Foods' possession including work in process and finished work. The extension of credit or acceptance of notes, trade acceptances, or guarantee of payment shall not affect such security interest and lien.

- Claims for defects, damages, or shortages must be made by the customer in writing within a period of 24 hours after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, guarantees, and specifications.
- Lucky Elephant Foods' liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost).
- This Agreement may only be modified in a written amendment signed by an officer of Lucky Elephant Foods. No oral modifications or agreements regarding the credit application will be effective.
- The laws of the State of Washington shall govern this Agreement and the customer submits to Washington jurisdiction and any disputes will use the State of Washington courts as the forum for their resolution even if the contract language is different. This clause shall control.
- The Applicant agrees to promptly notify Lucky Elephant Foods, in writing, of any change of ownership. This Agreement serves as a guarantee for payment, reinforced by invoice and packing slip signatures by staff, and accepted delivery of services and goods. The payment guarantee applies to both customer and owners (individual), regardless of structure. These terms shall apply to all contracts, contract extensions, and agreements entered into with Lucky Elephant Foods, Inc.
- The Applicant acknowledges and agrees that, in the event of any inconsistency between the payment terms hereof and any purchase order or other document issued by the Applicant the terms hereof will control.
- Subject to compliance with all applicable laws, Lucky Elephant Foods reserves the right to deny credit to Applicant, increase, decrease, or terminate Applicant's credit availability at any time and for any reason, with or without notice to Applicant.
- Applicant agrees to sell/distribute Lucky Elephant products in a manner that is in line with Lucky Elephant standards and expectations (resale where marked/allowed only, samples not to be resold, etc).

ECOA: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue NW, Washington, D.C. 20580.