

CONAGRA FOODS ELECTRONIC DATA INTERCHANGE (EDI) TERMS AND CONDITIONS

Any party conducting electronic based commerce with ConAgra Foods (hereinafter, the "Vendor") is required to establish and maintain EDI for the purpose of transmitting and receiving purchase orders, acknowledgments, purchase order changes, invoices, advance ship notices, and such other transaction-related communications referenced in Section 2 below (each a "Message" and, collectively, the "Messages") in accordance with these EDI Terms and Conditions. The technical specifications for EDI transactions are set forth in Section 2 (the "Specifications") below and all Messages must conform to those Specifications. Any transmission of data or Message which does not conform to the Specifications shall not be binding on the parties. These Terms and Conditions may be modified from time to time by ConAgra Foods and the most current version shall be posted on this page.

SECTION 1: MESSAGES AND TERMS

1.1 Communications and Operations:

The parties will communicate Messages in accordance with the following:

1. Each party, at its sole expense, will test, operate, and maintain its equipment, software, and services as necessary to effectively and reliably transmit and receive Messages.
2. Vendor will not make any changes in system operations that impair its capability to communicate as contemplated in these Terms and Conditions without providing at least 30 days' prior written notice to ConAgra Foods of the intended change.
3. Each party will implement and maintain security procedures and services, including any specified in Section 2, required to protect Messages and their records against unexpected events, loss, or misuse (including, without limitation, improper access or alteration).

1.2 Message Processing

1. **Receipt.** Any Message transmitted in compliance with these Terms and Conditions is deemed received when accessible to the receiving party in the manner and at the time designated in Section 2. Until so received, no transmitted Message has any legal effect unless applicable law mandates legal effect to such Message upon transmission, whether or not received.

2. Acknowledgement

1. Unless otherwise designated in Section 2, receipt of a Message need not be acknowledged by the receiving party to be effective.
2. In the event that the sending party has not received a properly transmitted Message and no further electronic or written instructions have been provided, the sending party may declare the Message null and void.
3. A receiving party must give prompt electronic or written notice to the sending party of circumstances, including technical errors in a received transmission, that prevent the further processing of a Message.

1.3 Validity and Enforceability

1. **Validity.** The parties expressly waive any rights to object to the validity of a transaction solely on the ground that communication between the parties occurred through the use of EDI, or on the basis that the data were not originated or maintained in documentary form, or that the data do not constitute a signed writing by a party intending to be bound thereby. Further, the parties expressly waive any rights to object to the admissibility of

such into evidence in any legal proceeding under the business records exception to the hearsay rule, or the best evidence rule, or the Statute of Frauds. Company identifiers such as DUNS numbers in data transmission fields or network access identification codes will constitute prima facie evidence of which party sent a transmission (the "Signature"). Any Message properly transmitted pursuant to these Terms and Conditions to which there is affixed a Signature shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

2. **Contract Formation.** A contract shall be formed through the use of EDI under these Terms and Conditions when the Message sent as acceptance of an offer has been received in accordance with these Terms and Conditions. ConAgra Foods may specify a time period during which Vendor may accept a purchase order, and such purchase order will be deemed revoked if it is not accepted by Vendor within such period. Although these Terms and Conditions are intended to supplement other written agreements between the parties, these Terms and Conditions shall prevail in the event of any conflict or inconsistency with any other agreements between the parties.

1.4 Liability

1. **Force Majeure.** Neither party is responsible for any delay in the performance of any obligation under these EDI Terms and Conditions to the extent that the delay results from events beyond the reasonable control of such party and is not occasioned by such party's fault; provided, however, that (a) such party's performance is only excused to the extent of such delay, (b) such party promptly notifies the other party, in writing, of the cause of such delay and the steps that it is taking to remedy such delay, and (c) such party uses reasonable efforts to implement the steps to remedy such delay.
2. **Provider Liability.** If Vendor uses the services of a third-party provider in the communication or processing of Messages, Vendor will be responsible under these EDI Terms and Conditions for any acts, failures, or omissions of such provider in such communication or processing of Messages, and agrees to defend, hold harmless, and indemnify ConAgra Foods and its affiliates from and against any claims, costs, and losses arising out of such acts, failures, or omissions.

1.5 Confidentiality. All information contained in any Message or otherwise exchanged between the parties shall be considered confidential except to the extent that the parties, in writing, designate that the same or any portion thereof is not confidential or except as may be required to comply with law.

SECTION 2: EDI SPECIFICATIONS

1. The parties will use the Data Interchange Standards Association (DISA) standards and its subsets to electronically transmit Messages.
2. The transaction sets must contain all mandatory data elements as required by ConAgra Foods, as well as any other fields that are otherwise agreed upon in writing between the parties.
3. Vendor will maintain hours of operation for network availability and be capable of receiving or sending EDI transmissions, 08:00AM - 05:00PM Vendor's local time, Monday through Friday except for American Federal holidays.