

PROCUREMENT STANDARD TERMS AND CONDITIONS (GOODS)
(Effective July 31, 2007)

The following terms and conditions cover all purchases of Goods by Florida Crystals Corporation, individually or as agent for its Affiliates (hereinafter "Buyer") from the entity or individual so identified on the Purchase Order (hereinafter "Vendor"). Only a document signed by Buyer and Vendor shall amend or supersede this document.

1. CONTRACT FORMATION. The purchase order and the documentation referred to therein or attached thereto, including, but not limited to, applicable drawings, plans, and specifications (the "Purchase Order"), represents Buyer's offer to purchase from Vendor the goods, materials, supplies, products or equipment identified in the Purchase Order (the "Goods") strictly in accordance with and subject to these terms and conditions. By Vendor taking any action under the Purchase Order (including but not limited to, Vendor's commencement of performance or tender of a purchase order acknowledgement), or by Vendor failing to deliver written object to the Purchase Order prior to commencement of performance thereunder or tender of a purchase order acknowledgement, Vendor shall be deemed to have read, understood and accepted the terms of this offer, which shall thereafter become the binding agreement (the "Agreement"). Any acceptance which deviates from the terms and conditions contained in the offer is rejected unless Buyer agrees in writing.

2. PACKAGING AND SHIPPING. No charge will be allowed for packing or shipping of Goods unless agreed to in writing by Buyer. Shipments will be packed to secure the lowest transportation costs, while protecting the Goods from damage or deterioration. Packing lists must be included with all shipments and must reference the applicable Purchase Order number. Shipments not accompanied by packing lists will be conclusively deemed to be in the amount of Buyer's count or weight determined by Buyer. Buyer is not obligated to accept excess quantities, materially untimely or under-shipments in whole or in part and such shipment may be returned at Vendor's expense and risk. .

3. DELIVERY, RISK OF LOSS, TITLE. Unless otherwise specified in the Purchase Order, the delivery terms for Goods are F.O.B. Buyer's facility and delivery of Goods shall be made within five (5) business days of Vendor's receipt of the Purchase Order. Time is of the essence in performance of the Agreement. Title to Goods shall transfer to Buyer at the FOB point, subject to inspection and acceptance as described herein. Risk of loss shall transfer to Buyer upon acceptance.

4. INSPECTION AND ACCEPTANCE. Prior to delivery, Vendor shall perform all inspections and tests necessary to substantiate that the Goods conform to the requirements of the Agreement. Acceptance of Goods is subject to Buyer's inspection at reasonable times and places. Payment alone does not constitute acceptance of the Goods. No inspection, test, delay or failure to inspect or test, failure to discover any defect, or payment of invoices relieves Vendor of any of its obligations, or impairs Buyer's rights or remedies, under the Agreement.

5. TECHNICAL DATA. Upon delivery of the Goods and at no additional cost to Buyer, Vendor will furnish Buyer, as applicable: (a) Certificates of Analysis which shall contain the analytical information reasonably required by Buyer; (b) six (6) copies of any applicable (i) Material Safety Data Sheets; (ii) installation or operating manuals and (iii) all maintenance, overhaul, and/or parts manuals; and (c) software (if any) associated with Goods, including modifications made thereto and associated software manuals.

6. SPARE PARTS. Upon acceptance of the Goods, and where applicable, Vendor will provide a complete list of spare parts for the Goods. The spare parts lists will be in an electronic spreadsheet format and will be identified, in separate columns, by (a) Vendor's identification numbers; (b) manufacturer's identification numbers; (c) UNSPSC identification numbers; (d) complete description of part; (e)

location on the Goods; and (f) quantity on the Goods. All descriptions must be supplied using the following standards: The first word is a noun, followed by sufficient attributes, separated with commas, to fully describe the part. Punctuation and symbols should not be used beyond fractions. Units should be standard abbreviations, ft, in, mm, etc. Dimensions should not be separated by an X; incorrect: 6in x 4in, correct: 6IN OD, 4IN ID. Complete description example: cylinder, pneumatic, 1/2in bore, 2in stroke, 200psi. Vendor will promptly provide spare parts price and delivery quotations to Buyer on request and the reply will be in the same media through which the request was transmitted. Vendor will accept purchase orders from Buyer for spare parts pertaining to the Goods and will promptly act on the purchase orders.

7. GOODS RELATED SERVICES. Upon request of Buyer, Vendor shall provide applicable engineering, installation, training and other technical assistance services in regard to the installation and operation of the Goods immediately following delivery of the Goods ("Technical Assistance"). There will be no charge for Technical Assistance, unless specifically provided for in the Agreement. Technical Assistance shall be considered "Services" and shall be performed in accordance with, and subject to, "Procurement Standard Terms and Conditions (Services)" located at www.dominosugar.com.

8. PRICE AND INVOICING.

8.1. Buyer shall pay Vendor the price for the Goods as set forth in the Agreement (the "Price"). The Price includes all taxes except sales tax. Vendor will not collect sales tax if an exemption is available. Vendor represents that the Price charged to Buyer is no higher than the price charged by it for the same or similar items and quantities to any other buyer.

8.2. Vendor shall invoice Buyer for each payment. Bills of lading must accompany each invoice. Buyer's Purchase Order number must be stated on Vendor's invoice. Invoices which do not bear a Purchase Order number will be returned to Vendor for re-invoicing. Invoices properly bearing a Purchase Order number shall be paid within thirty (30) days of Buyer's receipt of the invoice.

8.3. Any discount terms provided by Vendor shall date from the later of the date of delivery of the Goods at destination or the date of the receipt of Vendor's invoice bearing a correct Purchase Order number.

9. VENDOR'S WARRANTIES AND COVENANTS.

9.1. In addition to any warranties set forth in the Agreement, Vendor warrants and covenants that the Goods (a) shall satisfy, and perform in accordance with, the requirements and specifications of the Agreement; (b) are free from defects in design, workmanship and materials; (c) are manufactured and supplied in compliance with all applicable laws, ordinances, rules, codes and regulations of any federal, state, regional and local authorities (collectively, the "Laws"); (d) are new; (e) are free from liens or other title encumbrances; and (f) can be used by Buyer without infringing or violating the rights of any third parties.

9.2. Vendor's warranty for Goods such as roofs, air conditioning units and other major components shall be for such periods of time as is customary for those goods and materials or as otherwise required by the Agreement. For non-food items and all other Goods, Vendor warrants the Goods for the longer of one year or the period set forth in Agreement (the "Warranty Period"). Vendor shall obtain similar warranties as those set forth in this section from each of its

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subcontractors and suppliers, which warranties shall run in favor of the Buyer.

9.3. Approval of Vendor's designs or specifications, or acceptance of the Goods shall not prejudice Buyer's warranty rights under the Agreement. All warranties, express or implied, shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Seller to correct the breaches of the warranties and does not establish a period of limitation with respect to any other obligation under the Agreement.

10. FOOD WARRANTY. As to Goods which are food grade products ("Food Goods"), Vendor further warrants that (a) as of the date of delivery, the Food Goods (i) will not be adulterated, misbranded or unsafe within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), as amended, or within the meaning of any state food and drug law, the provisions of which are substantially similar to those in the Act; (ii) will not be an article which may not, under the provision of Section 404 or 505 of the Act, be introduced into interstate commerce; (iii) will conform to the specifications; and (iv) if required by Buyer, will have Kosher certification; (b) Vendor has obtained and shall maintain all necessary permits, registrations and licenses required to manufacture and supply the Food Goods; and (c) Vendor has complied with all applicable Laws relating to the manufacture or transportation of the Food Goods, including all "Good Manufacturing Practices" ("GMP"), as that term is defined under the Act, applicable to the manufacture, labeling and packaging of the Food Goods in effect from time to time

11. INSURANCE.

11.1. Vendor will, at its expense and for the duration of the Agreement, purchase and maintain policies for the following insurances (the "Insurances"):

(a) Commercial General Liability Insurance including Products Liability. Such insurance will (i) be required for all Goods to be provided by Buyer; (ii) name "*Florida Crystals Corporation and its Affiliates*" as an additional insured under a vendor's endorsement; and (iii) have liability limits of not less than \$2,000,000 general aggregate per location, \$2,000,000 aggregate for products and completed operations, \$1,000,000 for personal and advertiser's injury for each incident and \$1,000,000 combined single limit for each occurrence.

(b) Automobile Liability Insurance. Such insurance is required for all owned, non-owned and hired vehicles used by Vendor in performance of the Agreement, and will have liability limits of not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident.

(c) Umbrella Liability Insurance. Such insurance will (i) be required if Vendor or supplier produces a product or ingredient which is included in any edible or food chain product sold or distributed by Buyer; (ii) have liability limits of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate; and (iii) be in excess of the coverage's described in Subsections (a), (b) and (c) above.

(d) Worker's Compensation and Employer's Liability Insurance. Vendor shall maintain adequate Workers' Compensation, Unemployment Compensation and Employer's Liability insurance in accordance with applicable Laws.

11.2. Policies for the Insurances will (a) be with an insurer having an AM Best rating of not less than A-10 or better or as is otherwise acceptable to Buyer; (b) include "*Florida Crystals Corporation and its Affiliates*" as an additional insured and provide thirty (30) days prior written notice of cancellation or material change, except for Workers' Compensation; (c) be primary and non contributory by any insurance,

self insurance or limits maintained by Buyer; and (d) will not reduce or limit Vendor's obligation to indemnify and defend Buyer for claims made or suits brought which result from, or are in connection with, Vendor's performance of the Agreement. Prior to providing any Goods to Buyer, Vendor will furnish Buyer a certificate of insurance showing evidence of the Insurances.

12. INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs and expenses, including but not limited to those resulting from bodily injury, property damage, intellectual property infringement, liens taxes, licenses, legal fees, and costs, to the extent resulting from or arising out of (a) Vendor's (i) negligent acts or omissions; or (ii) breach of Vendor's obligations, covenants or warranties hereunder; (b) Buyer's use of the Goods; or (c) as to Food Goods, (i) any actual or asserted violation of the Act or Law which Goods sold, supplied, or delivered by Vendor shall be alleged or determined to be adulterated, misbranded, mislabeled or otherwise not in full compliance with applicable Law; (ii) the possession, distribution, sale and/or use of the Food Goods; or (iii) the seizure of the Food Goods.

13. REJECTION AND CANCELLATION.

13.1. If Vendor delivers nonconforming Good or Goods that vary from any sample, specification, warranty or other requirements of the Agreement, Buyer may reject the Goods and elect one of the following remedies at Vendor's expense: (a) return the Goods for full credit or refund, including freight charges, (b) require the Vendor to correct or replace the Goods; (c) correct the Goods; (d) obtain replacement Goods from another source; or (e) retain the Goods and reduce the Agreement price for loss of value.

13.2. Buyer has the right to return to Vendor Goods that are stock items and otherwise conforming to the Agreement; however, such returns shall be at Buyer's expense and such return must be made within thirty (30) days of acceptance of the Goods.

13.3. As to Custom Made Goods, Buyer has the right to cancel the applicable Purchase Order during the manufacture of these Goods; however, in such event, Buyer shall pay Vendor its out-of-pocket materials and labor charges, and a proportionate share of Vendor's profit it would have derived from the sale to Buyer of the cancelled Good. "Custom Made Goods" as it is used herein refers to those Goods which are unique, non-stock items, manufactured to Buyer's particular specifications and which can not be readily sold to a third party or otherwise utilized by Vendor.

13.4. In the event of cancellation or return, in no event would the total payments due to Vendor exceed the Price. All prior payments made under the Agreement shall be applied to the amounts that would be due. All materials paid for by Buyer shall be delivered by Vendor to Buyer upon cancellation of the Purchase Order or termination of the Agreement.

14. FORCE MAJEURE. Vendor shall not be liable for any delay in the delivery of Goods when such delay is caused by fires, floods, earthquakes, hurricanes, riots, acts of God, war, governmental interference or restrictions, strikes, or similar causes ("Force Majeure") if notice of the Force Majeure is promptly delivered to Buyer. If a Force Majeure occurs, Vendor's time to deliver the Goods shall be extended for a reasonable period under the circumstances but in no event longer than sixty (60) days from the delivery set forth in the Agreement ("Extension Period"). If Vendor fails to make delivery of the Goods before the expiration of the Extension Period, Buyer may terminate the Agreement and Vendor shall refund to Buyer any

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payments or deposits Buyer made toward the purchase of the Goods not delivered. Buyer shall not be liable for any delay in taking delivery of Goods when such delay is caused by Force Majeure. If a Force Majeure occurs, Buyer's time to take delivery of and pay for Goods shall be extended for a reasonable period under the circumstances but in no event longer than the Extension Period. Notwithstanding the foregoing, Buyer shall be relieved of any obligation or liability for the failure to purchase any Goods if Buyer can not accept or use the Goods due to the occurrence of a Force Majeure.

15. CONFIDENTIALITY. All disclosures, drawings, specifications, or technical, proprietary or financial information furnished to Vendor by Buyer are the sole property of Buyer and shall be held in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party, shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Agreement and shall be returned immediately upon request by Buyer. Vendor shall make no announcement concerning the fact that Vendor has contracted to supply any Goods hereunder without the prior written permission of Buyer.

16. MISCELLANEOUS.

16.1. The Agreement represents the final agreement of the parties with respect to its subject matter and all prior oral or written undertakings or agreements are superseded and merged therein. Any modification of this Agreement or additional obligation assumed by either party shall be binding only if in writing and signed by each party. In the event of any conflict between the Purchase Order, including these terms and conditions, and the other documents which form a part of the Agreement, the Purchase Order shall govern. In the event Vendor's proposal or any other document of Vendor contains terms or conditions which limit Buyer's rights or remedies, such terms or conditions shall not be considered a part of this Agreement. If Vendor uses its own form of acknowledgement, acceptance, confirmation or receipt of Buyer's Purchase Order, said form is used for convenience only and shall not alter the terms of this Agreement.

16.2. Any failure on the part of any of the parties hereto to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor prejudice the right of the parties hereto to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in this Agreement to a nondefaulting party shall be deemed cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a nondefaulting party under this Agreement or at law or in equity.

16.3. This Agreement may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

16.4. The prevailing party in any action brought to interpret or enforce this Agreement shall be entitled to recover from the nonprevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

16.5. This Agreement shall be governed by, construed and enforced in accordance with the laws of Florida without reference to choice of law principles thereof. Vendor agrees that any suit, action or proceeding brought against any party with respect to this Agreement or any judgment entered by any court in respect of this Agreement shall only be brought in the state or federal courts of the state wherein the Goods at issue were to be utilized by Buyer and Vendor accepts the exclusive jurisdiction of those courts for the purpose of any such suit, action or

proceeding. Any provisions under the Laws required to be included herein shall be deemed to be incorporated herein by reference, including Executive Order No. 11246, as amended.

16.6. "*Affiliates*" are any entity which controls, is controlled by, or is under common control with Florida Crystals Corporation and are intended third party beneficiaries of this Agreement and all rights hereunder. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent or more of the voting stock or equity interests of the subject entity.

16.7. Those sections of these terms and conditions which by their nature are intended to survive the making of the final payment or any termination of the Agreement shall so survive, including, but not limited to Sections 9, 10, 12, and 15.