

S. S. STEINER, INC.

STANDARD TERMS AND CONDITIONS

1. Seller may make partial shipments from time to time during delivery period herein specified, and Buyer shall make payment for each such partial shipment in accordance with the terms of payment herein specified. Seller's failure to effect shipment during delivery period herein specified shall not constitute a breach by Seller hereunder in the absence of specific shipping instructions from Buyer, and Seller shall have the right to effect shipment within thirty (30) days after receipt of such instructions.
2. Buyer acknowledges that hop varieties for a particular year will become available as Seller processes and produces specific varieties of hop pellets or other hop products contracted. Accordingly, a particular hop variety will become available during the shipment period set forth in each contract. As a result, not all hop varieties will be available to Buyer immediately after harvest, but will be available for shipment prior to the end of the shipment period in each contract. For example, hop varieties with a shipment period of November/June following harvest will become available for shipment between November of harvest year and June of the year following harvest depending on the production schedule. To the extent a particular hop variety from a prior crop year is available in an amount sufficient to fulfill a current order for the hop variety, Buyer may elect to accept the prior year hop variety at the current contract price to fulfill its contractual obligation for that specific hop variety.
3. Seller is not liable for loss, damage, or delay caused by foreign or domestic governmental acts, orders, rules or regulations; strikes; labor disputes; shortages of labor or material; export or import licensing or restrictions; matters arising out of or incidental to war; insurrection or other civil commotion; fire; embargo, transportation delays or difficulties; acts of God; or any other causes of like or unlike nature beyond Seller's control. Defaulted shipments due to such causes may at Seller's option be made as soon as normal conditions permit.
4. If ocean or land freight rates or insurance rates (including war risk insurance) applicable to hops or hops products (referred to herein as "merchandise") shipped for sale to Buyer hereunder shall differ from those rates now in effect, such difference shall be for Buyer's account and any increase or decrease in such rates shall be paid by or credited to Buyer, as the case may be.
5. Upon the performance of this agreement by Seller, Buyer agrees to carry out all of the terms hereof, notwithstanding any law now or hereafter enacted by the U.S. Federal or any foreign Government or by any State, City or Municipal Government, or any ruling of any legally constituted governmental body, which would in any way affect or restrict the use by Buyer of the merchandise covered by this agreement.
6. Unless otherwise specified on the face hereof, the price of merchandise set forth herein does not include, and the Buyer shall pay, any sales tax, value added tax and all other taxes, duties, levies, consular or other fees imposed by governmental, customs or port authority in respect of sale or delivery. If such taxes or fees are included in the prices set forth herein, and if such taxes or fees shall differ from those in effect on the date this agreement is signed by Seller, such difference shall be for Buyer's account and any increase or decrease in such taxes or fees shall be paid by or credited to Buyer, as the case may be.

7. Title to the merchandise sold hereunder shall pass to Buyer upon delivery at delivery point specified on the face of each hop sales contract, except that, if by the terms of this agreement merchandise is to be delivered "duty paid", title shall pass when merchandise is delivered at delivery point specified on the face of each hop sales contract, duty is paid and any other conditions necessary to obtain release of merchandise from bond are fulfilled. Unless otherwise provided in this agreement, the terms used for transport and delivery of the merchandise shall be interpreted in accordance with the Incoterms rules issued from time to time by the International Chamber of Commerce. Buyer assumes responsibility for the merchandise, and all risk of damage, loss, or delay of the merchandise, once the merchandise is delivered to Buyer.

8. Any claims by Buyer with respect to the quality or quantity of merchandise or any shipments hereunder, or part thereof, shall be conclusively deemed to be waived, unless received by Seller in writing within eight (8) days after Buyer receives the shipment. Each shipment is deemed severable as to each package, so that no claim that one or more packages is or are not according to agreement, shall permit Buyer to make claim in respect of, or reject the entire shipment. If Buyer makes claim within the aforesaid period, Seller shall have the option, within sixty (60) days after receipt of claim, to replace the quantity of merchandise claimed to be defective with merchandise of the contracted quality and such replacement shall be in full discharge of any claim for damages. No merchandise may be returned to Seller except with Seller's consent. In no event shall Seller be responsible for any damages or claims arising after delivery of the goods resulting from the failure to use and/or store the goods in accordance with common industry practices and/or with Seller's product data sheets and material safety data sheets (MSDS), which may be downloaded from Seller's website at www.hopsteiner.com.

9. Buyer shall be in default under the terms of this agreement and any hop sales contract subject to the terms of this agreement, if Buyer (i) fails to make any payment when due as required by this agreement, any hop sales contract or any invoice issued to Buyer; (ii) fails to accept any merchandise as required by this agreement or any hop sales contract; (iii) fails to comply with any term of this agreement or any hop sales contract; (iv) makes any material misrepresentation; (v) commences or has commenced against it any proceeding under any chapter of the U.S. Bankruptcy Code, the petition for or appointment of any receiver or any other similar proceeding; or (vi) has any material adverse change in financial condition of Buyer, or Seller believes the prospect of payment or performance is impaired.

10. Upon default by Buyer in any of the conditions of this agreement or any other hop sales contract between the parties, Seller shall be entitled to require specific performance of the hop sales contract between the parties and to enforce the terms of the hop sales contract and collect all amounts due and owing thereunder. In the sole discretion of Seller, Seller may elect instead to give notice of cancellation of this agreement and any of such other agreements, which notice shall become effective if Buyer fails to cure such default by the close of business on the seventh (7th) day after the date of such notice. From and after the effective date of any such notice of cancellation, Seller shall be under no obligation to make any further deliveries hereunder or under any such other agreements specified in the notice; Buyer, however, shall be liable for payment for all merchandise delivered prior to the effectiveness of such cancellation, and Seller thereupon or at any time thereafter shall be entitled to recover from Buyer all direct, indirect, incidental and consequential damages and loss of profits due to such cancellation. In the event of an adverse change in Buyer's credit standing, or in the event Buyer is delinquent in or fails to make payment in accordance with applicable terms of payment for prior deliveries by Seller, whether or not under this agreement, Seller may elect to modify or cancel credit terms.

11. If this agreement or any hop sales contract calls for deliveries in installments and/or for the payment of the purchase price in installments, failure on the part of Buyer to accept and/or pay for any installment on the date when acceptance and/or payment is due shall give Seller the right at its option to refuse to make further deliveries until payment has been made or to terminate the agreement as to the undelivered portion and to recover from Buyer damages with respect thereto.

12. In addition to remedies of Seller expressly stated in this agreement, Seller shall be entitled to such other or additional remedies as are provided by law.

13. If Seller's cost is increased by any domestic or foreign governmental law, regulation or order, or by any foreign or domestic tax upon sales, the amount of such increased cost shall be added to the price herein stated unless prohibited by law.

14. Delivery will be made to Buyer only, or for Buyer's account, unless otherwise specified herein (in which event Buyer shall nevertheless remain liable for performance hereof). No assignment of this agreement, whether by operation of law or otherwise, shall be valid, or shall give any assignee any rights, unless first approved in writing by Seller. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

15. This document and each hop sales contract constitute the entire agreement between the parties. There are no terms or conditions in respect thereof, oral or written, which are not contained therein. This agreement may not be changed or terminated orally.

16. The validity, performance, construction, interpretation, and effect of this agreement and each hop sales contract shall be governed by and construed in accordance with the laws of the State of New York and the internal laws of the State of New York (excluding its laws relating to conflicts of law and excluding the 1980 United Nations Convention on Contracts for International Sale of Goods). If any provision of this agreement, or the application thereof to any circumstance, person or place, shall be held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable or void, the remainder of this agreement and such provisions as applied to other circumstances, persons or places shall remain in full force and effect; provided, however, that if the severed provision is essential and material to the rights and benefits received by any party hereto then, the tribunal may substitute, a valid and enforceable provision or agreement that most nearly effects the parties' intent in entering into this agreement. The parties hereby agree that any action arising out of this agreement shall be brought in the state or federal courts located in New York, New York, and Buyer hereby irrevocably consents to the jurisdiction of such courts and waive any claim of forum non conveniens. Buyer further expressly waives any and all rights to a trial by jury for any action arising out of or related to this agreement or any hop sales contract.

17. In the event any suit or action is instituted to enforce or interpret any of the terms of this agreement, including any action or participation in or in connection with a case or proceeding under any Chapter of the Bankruptcy Code or any successor statute, the substantially prevailing party shall be entitled to such sum as the court may adjudge reasonable as attorneys' fees and related costs in such suit, action or proceeding or upon any appeal from any judgment, order or decree entered therein.

18. Any notice given hereunder shall be in writing and delivered by certified mail, overnight courier service or personal delivery.

19. No warehousing of merchandise is provided for under this agreement, unless otherwise stated herein.

20. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

21. No waiver of compliance by one party with any term or condition of this agreement that such other party was or is obligated to comply with is effective unless in writing; provided that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or exercise of any other right, remedy or power provided herein or by law or in equity.

22. Buyer agrees that any confidential information it obtains relating to Seller or its business, including, without limitation, the provisions of this agreement, will be treated as confidential, and will not be disclosed to third parties (except to the extent disclosure is required by subpoena, court order or other provision of law) and will generally be dealt with and handled by Buyer with at least the level of care it uses to protect its own confidential information. Buyer's obligations under this Section 20 shall survive and continue for a period of 24 months from the date of delivery of the merchandise.