

ATTACHMENT "F"

QUALITY ASSURANCE

- I.** On an annual basis when requested by Foodbuy, Seller agrees to grant Foodbuy and/or its designee(s) reasonable unfettered access to all areas of Seller's facilities and/or take commercially reasonable steps to ensure that Foodbuy and/or its designee(s) have reasonable, unfettered access to each of Seller's co-packers' distributors' and/or affiliates facilities, physical plant(s) and manufacturing processes, procedures and practices in which the Products or any portion or component of the Products will be placed or stored for any period of time.
- II.** Seller and each of Seller's co-packers distributors' and/or affiliates, shall at Seller's sole cost and expense (or at Seller's co-packers', distributors' and/or affiliates sole cost and expense), as the case may be, by no later than each annual anniversary date of the Effective Date, have an audit conducted and an audit report generated by a Foodbuy approved third party auditor and have such report delivered to Foodbuy. Further, upon request, Seller shall, at Seller's sole cost and expense, submit reasonably sized samples of Product(s) selected by Foodbuy to a laboratory testing facility or entity designated by Foodbuy.
- III.** Seller shall, within thirty (30) days of the date of Foodbuy's invoice therefore, reimburse Foodbuy or a damaged Committed Customer for all costs and expenses, if any, incurred by Foodbuy or the damaged Committed Customer associated with foreign material or contamination of a Product. This provision shall not alleviate Seller's general liability for the first detection of any foreign material or contamination in any twelve (12) month period.
- IV.** Seller shall provide timely notice to Foodbuy of regulatory enforcement actions involving Foodbuy-contracted Product, and timely notice of Seller enterprise product recalls and market withdrawals regardless of Foodbuy-contracted Product impact. In all such cases, Seller shall provide Foodbuy within 30 business days with a report detailing root cause of the problem that resulted in the recall, and corrective actions to prevent future occurrences of the problem.