

[Northeast Shared Services]

461 Nott Street, Schenectady, New York 12308

GENERAL TERMS AND CONDITIONS OF PURCHASE

The terms and conditions set forth below (the “General Terms”) will govern the relationship between Project P Holdings, LLC, d/b/a Northeast Shared Services, and/or its operating companies, divisions or affiliates, including but not limited to The Golub Corporation and Tops Markets Corporation (each as appropriate, “Buyer”), and the vendor identified on the face of this purchase order or any vendor linked with (or a party to) an electronic data interchange (“EDI”) transmission with Buyer (such vendor, “Seller”). If there is a conflict between these General Terms and the terms and conditions of any other form of either Buyer or Seller, these General Terms shall govern. For purposes of these General Terms, an “Order” shall mean any purchase order, any formal request to purchase goods and/or services issued by Buyer to Seller in the ordinary course between the parties pursuant to an established course of performance (whether such formal request is electronic, written or verbal), and/or EDI transmission issued by Buyer requesting products and/or services from Seller. These General Terms shall be incorporated by reference into and form a part of each Order.

- 1. Order Acceptance.** Seller’s complete or partial shipment or provision of the goods and/or services described in an Order or Seller’s acknowledgment of the Order (electronic, written or verbal) shall constitute acceptance of the Order and shall be considered a binding contract pursuant to these General Terms. Buyer does not and will not agree to any terms and conditions stated by Seller that conflict with or are in addition to those contained in these General Terms and the Order. These General Terms and the Order constitute the final, complete and exclusive statement of the agreement between Seller and Buyer concerning the Order.
- 2. Delivery.** Time of delivery is of the essence for each Order. Buyer reserves the right to refuse any goods and/or services and to cancel all or any part of an Order if Seller fails to deliver all or any part of the goods and/or services in accordance with the terms of that Order. Delivery is not complete until all goods and/or services have been received and accepted by Buyer. Acceptance of any part of an Order shall not bind Buyer to accept future shipments, nor deprive Buyer of the right to return goods and/or services already accepted. Seller shall be responsible for payment of any segregation, detention or related charges that result from Seller’s failure to tender the freight as specified in the Order.
- 3. Prices.** Prices and specifications for the goods and/or services shall be as specified in the Order. Prices for goods and/or services shall be no less favorable than the lowest price extended by Seller to any other customer for the same or equivalent articles in equal or lower quantities, provided that such pricing shall only be adjusted downward to reflect such lower pricing.
- 4. Taxes.** Seller must itemize all applicable sales and/or use taxes separately on the invoice for the goods and/or services. Buyer shall be responsible for all applicable sales and use taxes in connection with the purchase, delivery and use of the goods or services provided that are

separately and correctly stated on Seller's invoices in accordance with these General Terms. Seller shall be responsible for the payment of all interest and/or penalties related to any taxes assessed or levied as contemplated hereunder to the extent that Seller fails to accurately and timely invoice Buyer for such taxes and remit directly to the applicable taxing authority. For the avoidance of doubt, Buyer shall not be responsible for any ad valorem, income, franchise, privilege, value added or occupational taxes of Seller, and Buyer and Seller shall each be solely liable for taxes, assessments and other real or personal property-related levies on their respective owned or leased real or personal property.

5. Payment. Payment terms shall be as specified in the Order and shall be determined from the later to occur of: (i) Buyer's receipt and acceptance of the goods and/or services or (ii) Buyer's receipt of Seller's invoice for the goods and/or services. Buyer at its option may pay invoices in advance of inspection and acceptance without prejudice to Buyer's rights under law or under any provision in these General Terms. Buyer reserves the right to offset against Seller's invoices any amounts remaining due from Seller to Buyer or Buyer's affiliates.

6. Shipment and Risk of Loss. Notwithstanding any "FOB" terms stated on an Order, property, title and risk of loss and/or damage for the goods and/or services shall remain the responsibility of Seller until Seller or Seller's carrier has delivered the goods and/or services to the Buyer's delivery location, or made the goods and/or services available for pick-up at a location specified in the Order and the goods and/or services have been accepted by an authorized Buyer representative at such designated location.

7. Quality, Warranty and Legal Compliance.

Quality Control, Warranty, and Legal Compliance. Buyer may audit Seller's production site equipment, methods and products and/or services provided under an Order at Buyer's reasonable request. Seller agrees to provide Buyer with the results of any quality tests conducted on the goods and/or services ordered upon Buyer's request. Seller represents and warrants to Buyer that Seller has the full power to accept and perform all terms and conditions of these General Terms and that all goods and services provided under the Order (i) are free from defects in materials or workmanship; (ii) conform strictly to any applicable specifications in the Order; (iii) satisfy Seller's brand quality standards (if the goods and/or services are branded products), and for produce, corporate brands, seafood, meat, deli, bakery and food service agreements, Seller will achieve factory audit certification; (iv) are of merchantable quality and are fit, safe and sufficient for the purpose intended; (v) Seller has valid title to such goods and has the right and all necessary authority to sell such goods; (vi) do not infringe the intellectual property rights of any third-party; and (vii) shall conform in all respects to all instructions, specifications, or other descriptions furnished by Buyer to Seller and to all applicable federal, state, and local laws and regulations enforced by, including, but not limited to, weights and measures laws, the U.S. Department of Agriculture, Food and Drug Administration, Federal Trade Commission, Consumer Product Safety Commission, Environmental Protection Agency, and state agencies governing Consumer Protection and Weights and Measures, including but are not limited to, The Federal Food, Drug and Cosmetic Act ("FDCA"), the Fair Packaging and Labeling Act, the Nutrition Labeling and Education Act, the Consumer Product Safety Act ("CPSA"), the Food Safety Modernization Act ("FSMA"), Country of Origin Labeling laws, Federal and State EPA, Bioterrorism Act

(including any applicable requirements to register with the FDA, have a current bioterrorism registration number, and have established Food Defense Plans), and certain procedures to assure accurate reporting of countries of origin for covered commodities; and all goods, as of the date of shipment, will: (a) comply with, and not be adulterated or misbranded within the meaning of the FDCA including, without limitation, the Food Additives Amendment as further amended and FSMA; (b) comply with, and not be adulterated or misbranded within the meaning of, any state's food and drug law; (c) not violate Section 301 or any other provisions of the FDCA; (d) not be articles that may not be introduced into interstate commerce pursuant to Sections 404, 505, and 512 of the FDCA, the Federal Hazardous Substances Act ("FHSA"), or otherwise; (e) if meat, poultry or egg products, comply with the Federal Meat Inspection Act, Poultry Products Inspection Act and Egg Product Inspection Act respectively; (f) conform to all applicable CPSA rules, bans, standards or regulations; and (g) comply with all other applicable federal, state and local laws, rules and regulations. These warranties are in addition to any warranty otherwise offered by the Seller or implied by law and survive Buyer's inspection, acceptance and payment for the goods and/or services.

Product Recalls/Market Withdrawals. Seller immediately shall notify Buyer in the event that goods and/or services must be withdrawn or recalled due to food safety or quality or for any other reason. Seller shall provide Buyer with an emergency contact list with the name, title and contact information for Seller's employees responsible for handling food safety and quality issues. Buyer may initiate, in its sole discretion, a local recall or market withdrawal when Buyer reasonably deems it necessary for safety or quality reasons. Any amount charged to Seller by Buyer for instituting and carrying out a recall shall be for each of Buyer's banners and affiliated entities.

Country of Origin Requirements. Seller shall provide Buyer with complete and accurate information concerning the country of origin for any perishable food products supplied under an Order if and as required under the Agricultural Marketing Act of 1946, as amended, and any related rules and regulations (collectively, the "CO Requirements"). Seller shall also provide country of origin information for any floral products ordered.

Importation/Exportation Documentation. Seller shall ensure that all goods and/or services shipped pursuant to an Order from a foreign country are shipped in accordance with all applicable laws and regulations of the United States and such foreign country. Seller is responsible for providing all necessary documentation for the goods and/or services to the applicable customs or other governmental departments or agencies and shall inform Buyer if Buyer needs to obtain or provide any permits, licenses or other documentation in connection with the purchasing of the goods and/or services. Seller shall indemnify Buyer for any failure on Seller's behalf to comply with this paragraph except to the extent that such noncompliance is due to Buyer's gross negligence. For all applicable goods supplied to Buyer, Seller expressly agrees to be the Foreign Supplier Verification Program Importer as that term is defined in 21 CFR § 1.500 ("FSVP Importer") and perform all related requirements under 21 CFR Part 1 Subpart 1. Under no circumstances will Buyer assume this responsibility. Seller shall provide Buyer promptly upon request documentation and records to confirm Seller's compliance with its obligations as a FSVP Importer.

- 8. Inspection, Acceptance and Rejection of Goods and/or Services.** All goods and/or services shipped pursuant to an Order are subject to Buyer's inspection and acceptance on Buyer's premises within a reasonable period of time after delivery, completion of performance, and/or Buyer's normal warehousing period. Goods and/or services rejected as defective or nonconforming to an Order may, at Buyer's option, be returned to Seller at Seller's expense, including transportation and handling costs. Payment of invoice shall not constitute acceptance of goods and/or services covered by an Order and shall be without prejudice to any claims of Buyer against Seller.
- 9. Confidentiality.** Seller shall not disclose any confidential information of Buyer or Buyer's affiliates (including but not limited to the existence or contents of any Order) to anyone except its employees or agents that need to know such information in order to satisfy Seller's obligations hereunder and under an Order. In the event that Seller is compelled to disclose any such confidential information by law or government authority or court order, Seller shall promptly notify and cooperate with Buyer so that Buyer may seek an appropriate protective order.
- 10. Indemnification.** Seller shall defend, indemnify and hold harmless Buyer and Buyer's members, parents, affiliates, subsidiaries, employees, officers, directors and agents (collectively, the "Buyer's Indemnitees"), from and against any and all claims, liabilities, losses, damages, fines, penalties, or expenses (including court costs and reasonable attorney's fees), sustained by Buyer or Buyer's Indemnitees, from or arising out of Buyer's purchase of goods or services pursuant to this Agreement, as well as the subsequent re-sale thereof. If Seller and/or Seller's employees' or agents' (collectively, "Seller's Agents") enter Buyer's premises in the performance of Seller's obligations hereunder or under an Order, Seller will indemnify, defend and hold harmless Buyer and the Buyer's Indemnitees from and against any and all loss, cost, or damage to property and/or injury to person (including death) to the extent caused by Seller and/or Seller's Agents. If Seller is producing any "own brand" items for Buyer, Seller agrees to defend, indemnify and hold harmless Buyer from and against any and all losses, claims, damages, penalties, and liability, including all out of pocket litigation costs, the reasonable fees and expenses of counsel and/or the costs and expenses of a recall including, without limitation, all consequential damages directly arising out of any misrepresentations or inaccuracies in connection with any such item.
- 11. Packaging/Labeling.** At its expense, Seller shall pack the goods and/or services ordered as specified in the Order. Seller shall use identification codes on all packaging of the goods and/or services from which the production date, production batch, and other relevant data can be identified, and shall maintain proper records of all goods and/or services produced and packed. If appropriate, the product packaging for the goods and/or services must be scannable, must contain open-dated "sell by" or "use by" identifications, must comply with EAN/UPC standards regarding barcodes, and/or must contain Seller's product look-up numbers ("PLU"s). Packaging for goods and/or services in general shall also be of sufficient quality and durability to withstand normal wear and tear in connection with shipping and handling. Seller will provide clear and accurate ingredient, allergen, dietary, and caloric information on product packaging that meets all applicable regulatory requirements with regards to all goods and components supplied to Buyer. Additionally,

Seller warrants to provide Buyer with any ingredient deletion, change or addition affecting labeling of goods at least 60 days prior to such deletion, change or addition.

- 12. Brokers.** Seller agrees that (i) Buyer may rely on Seller's broker, if any, as an authorized agent of Seller for the purposes of negotiating order terms, including discounts, deductions and allowances with Buyer and (ii) Buyer may bill Seller and Seller will pay for deductions, discounts and allowances owed to Buyer by Seller pursuant Buyer's agreement with Seller's broker, if any. Seller will pay Buyer the amounts authorized in writing and/or permit Buyer to deduct amounts from payments owing by Buyer to Seller pursuant to Section 5 above
- 13. Subcontracting and Assignment.** Seller may not subcontract or assign any of its duties or obligations hereunder or under any Order without the prior written consent of Buyer. Buyer may freely assign or apportion any of its rights or obligations under any Order.
- 14. Waiver of Liens.** Seller waives and relinquishes all liens and claims that Seller has or later may have as a result of labor done and materials provided by Seller in performance of any Order.
- 15. Insurance.** Seller must maintain and provide a current certificate of insurance evidencing that Seller has in effect the following insurance coverages from carriers that have an A.M. Best Rating of A- VII or better: (i) general liability insurance (comprehensive form) to include products/completed operations, claims resulting from acts of terrorism, contractual, personal injury and broad form vendors insurance with limits of liability of \$3,000,000 combined single limit for bodily injury (including death) and property damage, and any Seller that is a service vendor must show coverage for premises/operations, independent contractors, and broad form property damage insurance coverage; (ii) automobile liability insurance in the amount of \$3,000,000 combined single limit for bodily injury (including death) and property damage for any Seller whose vehicles enter any premises owned or utilized by Buyer; (iii) employer's liability insurance with a minimum amount of \$3,000,000 per occurrence and such worker's compensation as is required by applicable law; (iv) professional liability insurance covering any damages caused by an error, omission or any negligent acts with combined single limit per occurrence not less than \$500,000, or the equivalent, and annual aggregate limit not less than \$2,000,000; and (v) cyber liability insurance covering claims, on a "claims-made" basis, involving privacy violations, information theft, damage to or destruction of electronic information, intentional and or unintentional release of private information, alteration of electronic information, extortion and network security with combined single limit per occurrence not less than \$5,000,000 with an annual aggregate limit not less than \$5,000,000. Any liability insurance purchased on "claims-made" basis must be continuously maintained for a period equal to the applicable statute of repose, but no less than three years following final delivery of goods or termination of these General Terms either through the continued purchase of insurance or the purchase of an extended reporting period. The retroactive date applicable to such "claims-made" insurance must precede the first date on which services are to be performed and/or product is to be delivered. Seller shall add "Project P Holdings, LLC, d/b/a Northeast Shared Services, and its subsidiaries and affiliates" as an additional insured on all liability policies or all such policies shall be endorsed so that such cover applies to

Buyer. Seller must send its Certificate of Insurance directly to the following: 461 Nott Street, Schenectady, New York 12308.

SELLER ACKNOWLEDGES THAT PAYMENT OF INVOICE IS CONTINGENT UPON SELLER SUPPLYING BUYER WITH EVIDENCE OF COMPLIANCE WITH THESE INSURANCE REQUIREMENTS. SELLER AGREES THAT BUYER SHALL CONTINUE TO BE ENTITLED TO ANY AND ALL DISCOUNTS AND SHALL NOT BE PENALIZED DUE TO ANY DELAY IN PAYMENT WHICH STEMS FROM SELLER'S FAILURE TO COMPLY WITH THESE INSURANCE REQUIREMENTS.

16. Amendments, Modifications, Termination/Cancellation and Force Majeure. These General Terms may be modified, amended or terminated by Buyer at any time. Buyer will notify Seller of any material modification to these General Terms. If Seller accepts any Order from Buyer after such change, Seller shall conclusively be deemed to have accepted such change. Buyer may revoke or cancel an Order at any time prior to Seller's shipment of goods and/or services upon notice to Seller without incurring any penalty. If Seller becomes insolvent or bankrupt or files a petition for bankruptcy or is subject to an assignment for the benefit of creditors, Buyer shall be entitled to cancel any unfilled part of an Order without any liability whatsoever. Either party, upon prior notice to the other party, may reasonably delay performance under an Order in the event of circumstances or events beyond its reasonable control, including without limitation, acts of God, war, riot, strike, terrorism, government action, destruction or loss of premises or markets or consumer boycott, provided performance by the delaying party is thereafter resumed as soon as possible.

17. Miscellaneous. The remedies herein specifically reserved shall be cumulative and in addition to any other remedies provided by law or equity. No waiver of a breach of any provision of these General Terms or an Order or failure or delay of either party to exercise any right or remedy hereunder is effective unless in writing and signed by the waiving party. Any such waiver does not constitute a waiver of any other breach, right or remedy available to such party, and does not establish a course of conduct that will operate as a waiver of such right or provision. These General Terms and the Order shall be governed by and construed in accordance with the laws of New York, without regard to its conflicts of laws provisions. Any dispute between Buyer and Seller arising from these General Terms or any Order shall be initiated, and each party hereby irrevocably consents to the exclusive personal jurisdiction of the state courts in Schenectady County, New York, and the United States District Court for either the Northern District or Western District of New York, in each case, at Buyer's election. If any portion of these General Terms is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of these General Terms shall remain in full force and effect. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Buyer and Seller. Seller is an independent contractor and not an employee of Buyer, and Buyer shall not be responsible for any salary, benefits or other employee-related expenses for Seller's Agents.

18. Buyer Policies. Vendor agrees to adhere to Buyer's policies with respect to gifts to Buyer's associates, as communicated to Vendor in writing from time to time. Vendor acknowledges

that in connection with its relationship with Buyer it may become aware of material non-public information of the Buyer (“Information”). Vendor will not use Information except in connection with providing goods and/or services to Buyer, will not disclose to anyone except to persons within its organization whose positions require them to know it, and will not buy or sell Buyer’s securities or recommend that others buy or sell Buyer’s securities while in possession of such Information.

19. Entire Agreement. Buyer’s purchase of goods shall be solely governed by the terms and conditions of these General Terms and the Order. Any terms or conditions introduced by Seller either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply. Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of these General Terms or the Order, including but not limited to any invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Seller shall be void and of no force or effect to the extent such are in breach of or contradiction with these General Terms or the Order. The parties have agreed and it is their intent that the battle of the forms section of §2-207 of the Uniform Commercial Code shall not apply to these General Terms or the Order.

20. Discounts and Allowances. Vendor will submit all offers for discounts, allowances and similar offerings to Buyer through Buyer’s [DemandTec] portal (the “Discount Portal”). Vendor represents and warrants that all information on the Discount Portal is accurate and that it will fulfill the offers made on the Discount Portal within the timeline set forth on the Discount Portal.