

**HERKNER FARMS, LLC**  
**Terms of Service**

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All orders to be placed with Herkner Farms, LLC (hereinafter “H.F.”), and all communications with regard to any orders and/or processing of same are expressly subject to all of the following terms and conditions, which may not be waived or modified, other than in writing.

Order Requirements: All orders for goods shall be deemed to include all of the terms and conditions stated herein, which shall include the following:

a. Each order shall include a complete shipping address, which shall include a valid street address, including appropriate addressee, a contact name, and telephone number, at the time of order submission.

b. An order shall be considered complete upon submission and completion/approval of all matters set forth above, together with receipt by H.F. of the payment therefore, as set forth below in “Terms of Sale.”

Terms of Sale: Payment is required at the time of initial placement of order and may not be canceled without the prior written consent of H.F. H.F. accepts money orders, cashiers or bank checks, Visa, Mastercard, Discover and American Express. Orders shall be placed upon receipt of order, including payment.

All orders placed with H.F. are, by definition, custom orders, and may not be cancelled without the consent of H.F.

Pricing and Availability: All prices are subject to change without prior notification. Prices become final upon final acceptance of order. All shipping and handling charges are additional as set forth below.

Shipping and Handling: Shipping and handling charges are individual and specific to each order, and are in addition to product price. Shipping and handling charges will be quoted at time of order, if requested.

H.F. guarantees delivery only to correctly submitted address(es) including correct addressee and street address, as provided. H.F. is not responsible for any shipments where an incorrect or incomplete address, or addressee name, has been provided. We do not ship to P.O. boxes.

Use of Customer’s Label Design and Labels, for Promotional Purposes: Customer grants to Taste Bud Branding the right to use labels prepared for customer, to include any designated logos, or trademarks of customer, registered or not, for Taste Bud Branding promotional services on its website, or in solicitations or other printed materials describing Taste Bud Branding’s services, so long as the same is not at additional cost to customer, and including the right to provide the label and design with a sample of the product branded for customer in the course of such promotional purposes.

General:

a. In the event that any customer account shall become delinquent, all of H.F.'s collection expenses, including, but not limited to, court costs and actual attorney fees, shall be paid by the delinquent account customer, and are due as incurred.

b. No modification or alteration to the above Terms of Service, in any respect, shall be binding upon H.F. unless H.F. has previously approved the same, with regard to the specific customer, in writing.

c. Any dispute, controversy or claim arising out of any order submitted to H.F. by any customer, or with regard to the fulfillment of such order by H.F., shall be governed by the provisions of the laws of the state of Michigan only. No litigation with regard to any such matters shall be instituted by H.F. or customer, except in Grand Traverse County, Michigan in the court system of the state of Michigan, or, if applicable, with regard to federal court jurisdiction, in the United States District Court for the Western District of Michigan. It is expressly agreed and understood that proper venue and jurisdiction for all such matters is in Grand Traverse County, Michigan and/or the Western District of Michigan for any United States District Court matters. Customer expressly waives any right to a different jurisdiction or venue for any reason.

**d. DISCLAIMER OF WARRANTIES. H.F. DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ORDERS ARE SUBJECT TO NO WARRANTIES, WHATSOEVER, OTHER THAN WARRANTIES MADE BY, OR ATTRIBUTABLE TO, THE ORIGINAL SUPPLIERS OF THE GOODS ORDERED THROUGH H.F.**