

Purchase Agreement

This Purchase Agreement (this “**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”) is entered into between [Seller - Company Name], a [Seller - State of Company Registration] [Seller - Type of Company] (“**Seller**”), and [Buyer - Company Name], a [Buyer - State of Company Registration] [Buyer - Type of Company] (“**Buyer**”, and together with Seller, the “**Parties**”, and each, a “**Party**”).

1. Sale of Goods.

(a) Pursuant to this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the goods (the “**Goods**”) in the quantities and at the Prices (as defined in Section 5) set forth in the order form(s) agreed to and executed by the Parties and attached herein (each, an “**Order Form**”). To the extent applicable, Seller will process and incorporate any additional materials into the Goods as expressly set forth in the Order Form (the “**Raw Materials**”). Exhibit A [or Exhibit B] sets forth the initial Order Form.

(b) Either Party may request changes to an Order Form by submitting a written change order request detailing the proposed changes and reasons (each, a “**Change Order**”), including any adjustments to the contract price, delivery schedule, or other terms, which shall be effective upon the Parties’ mutual written agreement [(via email is acceptable)]. Upon request, the other Party shall respond in writing within **ten (10) days** of receipt by either: (1) accepting the Change Order, (2) rejecting the Change Order, or (3) rejecting the Change Order in part, in each case of rejection providing a description of the reason for such rejection. In the event the responding Party has not responded within such period for response, the Change Order shall be deemed **rejected**. Each Party shall designate an authorized representative to approve or reject Change Orders, and all Change Orders shall be documented in writing.

2. Delivery. Unless otherwise specified in the Order Form, the Goods will be delivered within a reasonable time after the date of this Agreement. [Seller shall deliver the Goods using Seller’s standard methods for packaging and shipping such Goods to the to-address specified in the applicable Order Form. Title and risk of loss or damage to the Goods shall pass to the Buyer upon delivery at the Buyer’s specified location. The Seller shall be responsible for all transportation costs, including insurance coverage, and any risks associated with the shipment of the Goods until delivery is completed.][The Seller shall deliver the Goods to the carrier at the Seller’s premises. Title and risk of loss or damage to the Goods shall pass to the Buyer upon delivery to the shipment carrier. The Buyer shall be responsible for all transportation costs, including insurance coverage, and any subsequent risks associated with the shipment of the Goods.]

3. Quantity. Unless as otherwise expressly specified in the applicable Order Form, if Seller delivers to Buyer a quantity of Goods of up to **ten percent (10%)** more than the Maximum Quantity set forth in the applicable Order Form, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus and shall pay for such Goods at the Price set forth in this Agreement.

4. Inspection and Rejection of Nonconforming Goods.

(a) Unless otherwise specified in the Order Form, Buyer shall inspect the Goods within **five (5) days** of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such detailed written explanation, photographic evidence, or other documentation as reasonably required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is of a different species or variant than identified in this Agreement; or (ii) the product fails to meet acceptance criteria specified in the Order Form (“**Acceptance Criteria**”).

(b) If Buyer timely notifies Seller of any Nonconforming Goods and rejects the Nonconforming Goods, Buyer must destroy and dispose of the Nonconforming Goods in an environmentally conscious manner and in compliance with applicable laws. Upon destruction and disposal, Buyer shall certify in writing to Seller that such Nonconforming Goods have been properly disposed of. For the avoidance of doubt, in no event shall Nonconforming Goods be used for any purposes.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 4(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

5. Price. Buyer shall purchase the Goods from Seller at the price(s) (the "**Price(s)**") set forth in the applicable Order Form. The Price does not include any sales tax. Buyer shall be responsible for paying to Seller any such taxes in connection with the purchase of the Goods stated within the applicable Order Form.

6. Payment Terms. Buyer shall pay all undisputed invoiced amounts in US Dollars due to Seller within ten (10) days from the date of Seller's invoice for any and all Goods accepted pursuant to Section 4. Buyer shall pay late fees on all late payments at the lesser of the rate of **1.5% per month**, in addition to any costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

7. Term; Termination.

(a) The Agreement begins on the Effective Date and will continue unless terminated as set forth in this Agreement (the "**Term**").

(b) Either Party may terminate this Agreement upon **thirty (30) days'** written notice to the other Party in the event the other Party (i) has not otherwise performed or complied with any of the terms of this Agreement; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(c) If the Seller reasonably believes that the Goods will not be grown, harvested, or processed in sufficient quantities to meet the Minimum Quantity of Goods set forth in the applicable Order Form, Seller will provide prompt written notice to Buyer. Upon such notice, either Party may terminate this Agreement without cause immediately, without causing any breach or incurring any additional obligation, liability or penalty upon the other Party's receipt of written notice by the terminating Party.

(d) Upon any expiration or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Section 6.

8. Confidential Information.

(a) During the Term of this Agreement, and for a period of **five (5) years** following the expiration or earlier termination hereof, except as otherwise provided in this Section, each party shall maintain in confidence the Confidential Information of the other party except as expressly permitted herein, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those directors, officers, employees, and contractors, to the extent such disclosure is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. To the extent that disclosure by a party is authorized by this Agreement, prior to disclosure, such party shall obtain agreement of any such person to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

(b) The confidentiality obligations contained in this Section 8 shall not apply to the extent that a party is required (i) in the reasonable opinion of such party's legal counsel, to disclose information by applicable law, regulation, rule, order of a governmental agency or a court of competent jurisdiction or legal process, including tax authorities, or (ii) to disclose information to any governmental agency for purposes of obtaining approval to test or market a product, provided in either case that, to the extent practicable, such party shall provide written notice thereof to the other party and sufficient opportunity to object to any such disclosure or to request confidential treatment.

(c) **"Confidential Information"** means all information and data that is marked or identified as confidential at the time of disclosure to the recipient, is acknowledged at the time of disclosure to be confidential, or otherwise should reasonably be deemed to be confidential. Notwithstanding the foregoing, Confidential Information of a party shall not include that portion of such information and data which: (i) is known to the recipient before receipt thereof from the disclosing party, (ii) is disclosed to the recipient free of confidentiality obligations by a third person who has the right to make such disclosure, (iii) is or becomes part of the public domain through no fault of the recipient, or (iv) the recipient can reasonably establish is independently developed by persons on behalf of recipient without access to or use of the information disclosed by the disclosing party.

(d) Return of Confidential Information. Upon the request of the disclosing Party at the termination or expiration of this Agreement or at any other time the receiving Party will, at its own expense, promptly return to the disclosing Party all Confidential Information (and all copies thereof) of the disclosing Party in its then-current format, or at the written direction of the disclosing Party, promptly destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and cease all further use of the other Party's Confidential Information, except for any Confidential Information that the receiving Party is required to retain pursuant to any applicable law.

(e) Residuals. Notwithstanding anything to the contrary in this Agreement, the Parties shall have the right to use any general knowledge, skills and experience and any information retained in the unaided memory of an individual employed or otherwise engaged by such Party.

(f) Injunctive Relief. Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section and, accordingly, that the non-breaching Party will be entitled to injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that Party.

9. Warranties.

(a) By Seller. Seller warrants to Buyer that the Goods materially conform with the descriptions set forth in the applicable Order Form.

(b)  By Buyer. Buyer warrants to Seller the following:

(i) Compliance with Laws. Buyer warrants that it will comply with all applicable federal, state and local laws, regulations, and industry standards in the handling, distribution, processing, and use of the Goods.

(ii)  [Sufficiency of Funds. Buyer warrants that it has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Price and consummate the transactions contemplated by this Agreement.]

(iii) [Solvency. Buyer warrants that it is solvent, is able to pay its debts as they become due, has capital sufficient to carry on its business as presently conducted and

proposed to be conducted, and owns property and assets which have both a fair value and a fair saleable value in excess of the amount required to pay its debts as they become due. Seller will not be rendered insolvent by the transactions contemplated by this Agreement, and following the consummation of the transactions contemplated hereby, Seller will be able to pay its debts as they become due, will have capital sufficient to carry on its business as then conducted and proposed to be conducted, and will own property and assets which have a fair value and a fair saleable value in excess of the amount required to pay its debts as they become due.]

(iv) [Distribution]. Buyer warrants that it will assume full responsibility for all distribution-related activities of the Goods purchased under this Agreement and that it will comply with all applicable federal, state, local and international laws, regulations, and ordinances in connection with the distribution of the Goods.]

(v) [Labeling]. Buyer warrants that it will ensure that all Goods are properly labeled in accordance with all applicable laws, regulations, and industry standards. This includes, but is not limited to, compliance with labeling requirements related to safety, health, environmental, and consumer protection.]

(vi) [Intended Purposes]. Buyer warrants that the Goods purchased from the Seller will be used solely for their intended purposes as specified by the Seller. Buyer agrees not to use the Goods for any purpose other than those for which they were designed and manufactured.]

(vii) [If Buyer is providing a Proprietary Reagent, Buyer should indicate whether it is hazardous and how it should be handled.]

(c) **Seller Disclaimer.** Except as expressly stated in this Agreement, Seller makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. All Goods are provided “as is” and “as available” without any warranty of any kind. Seller does not warrant that the Goods will meet Buyer’s requirements or that the Goods will be free from defects or errors, unless otherwise expressly stated herein. Buyer assumes all responsibility and risk for the use of the Goods. No advice, information, or statement, whether oral or written, obtained from the Seller or through the Goods shall create any warranty not expressly stated herein.

10. Limitation of Liability.

(a) Except as set forth in Section 10(b), in no event shall either Party or either Party’s affiliate’s be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the other Party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose; and in no event shall either Party’s or either Party’s affiliate’s liability under or in connection with this Agreement exceed the amount paid by Buyer to Seller.

(b) Section 10(a) will not apply to: (A) amounts arising under the indemnification obligations in this Agreement; (B) Losses or claims related to fraud, gross negligence or willful misconduct; or (C) Losses arising in connection with a breach of Section 8.

11. [Indemnification]. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments,

settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, ("**Losses**") incurred by Indemnified Party as a result of any claim, demand, suit, action, investigation, allegation or any other proceeding by a third party ("**Third-Party Claim**") made in connection with, or otherwise related to: (a) physical injury to or death of any person or damage to tangible property caused by the Goods or any willfully or intentionally wrongful, or negligent, act or omission of any employee, agent or subcontractor of Buyer relating to this Agreement; (b) any actual or alleged infringement or misappropriation of any intellectual property rights by any services, materials, information or items provided or made available by Buyer or any of its agents pursuant to this Agreement; or (c) Buyer's failure to comply with any applicable laws in connection with the Goods under this Agreement or (d) Buyer's breach of any of its representations or warranties contained in this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

12. Insurance. During the Term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

13. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

14. Survival. Subject to the limitations and other provisions of this Agreement: Sections 6, 8, 9, 10, and 11 (in addition to any other provisions which by their nature should survive termination or expiration) of this Agreement shall survive the expiration or earlier termination of this Agreement.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address provided by the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by  [electronic mail,]personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid)]. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

16. Severability. Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

17. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by duly authorized signatories of both parties.

18. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

20. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

21. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. 

22. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of [Seller State of Operation], without regard to the conflict of laws provisions. The Parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement. The Parties hereby irrevocably consent to the jurisdiction of the courts in the State of [Seller State of Operation] with respect to any and all disputes arising out of this Agreement. Notwithstanding the foregoing, the Parties shall not be precluded from seeking and participating in alternative dispute resolution, such as mediation or arbitration, provided the Parties mutually agree in writing at the time of the dispute. All dispute resolution will occur virtually where possible.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 15, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date by their respective officers thereunto duly authorized.

[Seller - Company Name]

[Buyer - Company Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A: ORDER FORM (RAW KELP)

This Order Form effective as of the last date signed below (the “**Order Effective Date**”) is entered into between [Seller - Company Name], a [Seller - State of Company Registration] [Seller- Company Type] (“**Seller**”), and [Buyer - Company Name], a [Buyer - State of Company Registration] [Buyer - Company Type] (“**Buyer**”, and together with Seller, the “**Parties**”, and each, a “**Party**”). This Order Form is subject to the terms and conditions of the Purchase Agreement (the “**Agreement**”), dated as of [Agreement Date] between Seller and Buyer. Capitalized terms used in this Order Form will have the meanings given to them in the Agreement unless otherwise defined in this Order Form.

1. **DESCRIPTION OF GOODS:** Seller shall sell, and Buyer shall purchase the Quantity of wet [Scientific name of seaweed species] algae that is harvested and delivered by Seller at the Price and expenses specified below.
2. **PRICE AND EXPENSES:**
 - a. Seller shall invoice Buyer \$[Price] per lb. for Goods upon delivery (“**Price**”). Buyer shall pay the total cost of the Goods, in addition to any additional quantity of Goods delivered, pursuant to the Agreement.
 - b. Buyer shall reimburse Seller for any expenses and costs incurred by Seller for [Supplies purchased on behalf of the Seller, e.g. IBC totes, mesh sacks; organic certification fees; seed costs].
 - c. Buyer shall be responsible for any travel expenses for Buyer’s representative, as well as [Any other costs to be covered by Buyer].
 - d. Seller shall be responsible for all coordination and expenses associated with farming, harvesting, transportation to and unloading at Delivery Address.
3. **QUANTITY:**
 - a. Minimum Quantity Obligation: Buyer shall purchase a minimum of [Minimum Weight] lbs. of Goods from Seller (“**Minimum Quantity**”).
 - b. Maximum Quantity Obligation: Buyer shall purchase [Maximum Weight] lbs. of Goods from Seller (“**Maximum Quantity**”).
 - c. Seller shall provide and deliver the Goods to Buyer in [Description of containers that kelp will be delivered in], based on specifications approved in writing by Buyer.
 - d. Weighing of Goods will occur at the time of [Specific Point in Time], by the following method:
 - i. [Details of weighing method]
4. **TIMING:**
 - a. Buyer and Seller will meet and confer to decide on a timing of harvest, processing, and delivery of the Goods by no later than [Date by which you will make a decision on timing]. The estimated timeframe at the time of this Order Form is [Date 1 - Date 2].
 - b. Either Party may request modifications to the timing set forth in this Order Form pursuant to a Change Order.
5. **DELIVERY ADDRESS:** [Address for Delivery of Goods]
6. **ACCEPTANCE CRITERIA:**

- a. Goods will be grown on Seller's farm and harvested in [whole plant form, excluding holdfasts].
- b. Goods may exhibit the following biofouling: [bryozoans, shrimp, and other soft tissue forms].
- c. Goods will not exhibit any biofouling of the following form: [debris (including seed string), mussel set, or other hard biofouling].
- d. Seller will harvest Goods no more than [twenty-four (24) hours] prior to processing.
 - i. Seller will track and provide documentation to Buyer of Goods temperature from the time of harvest to time of processing.
- e. Seller agrees to the following conditions and time limits for Goods:
 - i. Outside in temperatures above 45°F: [<=6 hours]
 - ii. In ocean water, or outside in temperatures below 45°F: [<=12 hours]
 - iii. In refrigeration at a temperature below 45°F: [<=72 hours]
- f. [Other Buyer's Acceptance Criteria]

7. ACKNOWLEDGEMENT

[Seller - Company Name]

By: _____

Print Name: _____

Title: _____

Address for Notice:

[Buyer - Company Name]

By: _____

Print Name: _____

Title: _____

Address for Notice:



EXHIBIT B: ORDER FORM (PROCESSED KELP)

This Order Form effective as of the last date signed below (the “**Order Effective Date**”) is entered into between [Seller - Company Name], a [Seller - State of Company Registration] [Seller- Company Type] (“**Seller**”), and [Buyer - Company Name], a [Buyer - State of Company Registration] [Buyer - Company Type] (“**Buyer**”, and together with Seller, the “**Parties**”, and each, a “**Party**”). This Order Form is subject to the terms and conditions of the Purchase Agreement (the “**Agreement**”), dated as of [Agreement Date] between Seller and Buyer. Capitalized terms used in this Order Form will have the meanings given to them in the Agreement unless otherwise defined in this Order Form.

1. **RAW MATERIALS:** Seller shall process the following Raw Materials in connection with the Goods:
 - a. [LIST OF RAW MATERIALS TO BE INCLUDED]
2. **DESCRIPTION OF GOODS:** Seller shall sell, and Buyer shall purchase the Quantity of [Scientific name of seaweed species] algae that is harvested, processed and packaged into a using methods specified below to incorporate Raw Materials and Buyer’s proprietary material (“**Special Sauce**”) and shipped by Seller at the Price and expenses specified below.
3. **PRICE AND EXPENSES:**
 - a. Seller shall invoice Buyer \$[Price] per lb. for Goods upon delivery (“**Price**”). Buyer shall pay the total cost of the Goods, in addition to any additional quantity of Goods delivered, pursuant to the Agreement.
 - b. Buyer shall reimburse Seller for any expenses and costs incurred by Seller for [Supplies purchased on behalf of the Seller, e.g. IBC totes, mesh sacks; organic certification fees; seed costs].
 - c. Buyer shall be responsible for the procurement, shipping, and provision of Buyer’s Special Sauce, any travel expenses for Buyer’s representative, as well as [Any other costs to be covered by Buyer].
 - d. Seller shall be responsible for all coordination and expenses associated with farming, harvesting, processing, packaging, and shipping to the Delivery Address.
4. **QUANTITY:**
 - a. Minimum Quantity Obligation: Buyer shall purchase a minimum of [Minimum Weight] lbs. of Goods from Seller (“**Minimum Quantity**”).
 - b. Maximum Quantity Obligation: Buyer shall purchase [Maximum Weight] lbs. of Goods from Seller (“**Maximum Quantity**”).
 - c. Seller shall provide and deliver the Goods to Buyer in [Description of containers that kelp will be delivered in], based on specifications approved in writing by Buyer.
 - d. Weighing of Goods will occur at the time of [Specific Point in Time], by the following method:
 - i. [Details of weighing method]
5. **TIMING:**
 - a. Buyer and Seller will meet and confer to decide on a timing of harvest, processing, and delivery of the Goods by no later than [Date by which you will make a decision on timing]. The estimated timeframe at the time of this Order Form is [Date 1 - Date 2].

- b. Either Party may request modifications to the timing set forth in this Order Form pursuant to a Change Order.

6. **DELIVERY ADDRESS:** [Address for Delivery of Goods]

7. **ACCEPTANCE CRITERIA:**

- a. Algae will be grown on Seller's farm and harvested in [whole plant form, excluding holdfasts].
- b. Algae may exhibit the following biofouling: [bryozoans, shrimp, and other soft tissue forms].
- c. Algae will not exhibit any biofouling of the following form: [debris (including seed string), mussel set, or other hard biofouling].
- d. Seller will harvest algae no more than [twenty-four (24) hours] prior to processing. Seller will track and provide documentation to Buyer of algae temperature from the time of harvest to time of processing.
- e. Seller agrees to the following conditions and time limits for algae:
- i. Outside in temperatures above 45°F: [<=6 hours]
 - ii. In ocean water, or outside in temperatures below 45°F: [<=12 hours]
 - iii. In refrigeration at a temperature below 45°F: [<=72 hours]
- f. Seller will reduce size of algae to [Specifications of size reduction] and fill [Expected number of containers] with the following mixture and mix it using [Method of mixing]:
- i. [Algae Weight] lbs. algae
 - ii. [Special Sauce Weight] lbs. Special Sauce
 - iii. [Other Raw Materials/Ingredient Weight] lbs [Ingredient A]
- g. Seller will store Goods in [conditions of storage] in between production and shipping.
- h. Seller will ship Goods via [method of shipping] within [time period] of completing production, and will promptly provide tracking information to Buyer.

8. **ACKNOWLEDGEMENT**

[Seller - Company Name]

[Buyer - Company Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for Notice:

Address for Notice:

