

8TH AVENUE FOOD & PROVISIONS INC. CONTRACT TERMS AND CONDITIONS

This Purchase Order ("Contract") constitutes an agreement between 8TH Avenue Food & Provisions Inc., on behalf of itself or one or more of its subsidiaries or affiliates ("Purchaser") and Supplier (named on the Contract), and the following terms and conditions shall be a part of the Contract for the goods, services, equipment or products (collectively, the "Products") set forth on this Contract. Any terms and conditions in Supplier's quotation, acknowledgement or any other writing pertaining to the transaction contemplated by this document, irrespective of its wording or of when received by Purchaser, which are in conflict or inconsistent with or add to the terms and conditions hereof, will not be acceptable or become a part of this Contract without Purchaser's express written consent. Acceptance of Products delivered pursuant to this Contract shall not constitute acceptance of such conflicting, inconsistent or additional terms, nor operate to modify or change the full effect of the terms and conditions herein.

You should not bookmark this page because these terms and conditions are specific to the Contract and may hereafter be revised, from time to time, by Purchaser. If revised, the revised terms and conditions will be posted on the Purchaser's applicable website and will be effective as of the date stated at the top of such Contract terms and conditions. Please re-read the terms and conditions referenced in each subsequently issued order that you receive because by accepting such order after a revised version of the terms and conditions has been posted and becomes effective you will be deemed to have accepted the revised version.

1. Changes. The price(s) set forth on the face of this Contract are firm, and are not subject to increase unless amended by component pricing mechanisms included herein and noted on the face of the Contract. Purchaser may change the quantities, specifications, delivery dates, materials and other descriptions relating to the Products. If such changes cause an increase or decrease in the cost or time required for Supplier's performance, Supplier and Purchaser will negotiate an equitable adjustment.
2. Payment Terms; Delivery Schedule. Unless otherwise specified on the face of this Contract, payment terms shall be net 45 days. Purchaser's production schedules are based upon the agreement that Product will be delivered to Purchaser by the date(s) specified on the face of this Contract. If delivery date(s) cannot be met, Supplier must immediately inform the Purchaser in writing of Supplier's best possible delivery date(s) subject to Purchaser's acceptance. If deliveries are not made at the time agreed upon, Purchaser may (a) request that Supplier ship the Products by other than designated routing to expedite delivery (cost of alternative means of shipment shall be borne by Supplier), or (b) cancel the Contract in whole or in part and purchase comparable Products elsewhere and hold Supplier accountable for any loss or additional cost arising from such expedited delivery, cancellation or substitution. No charge will be allowed for warehousing, storage, packing, boxing or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to insure proper protection to same (including in the course of shipping and handling) will be charged to Supplier. Each package must contain a packing list showing shipper's name, contents of package and Order Number and complete tag item number of Purchaser (if applicable).
3. Taxes. Unless otherwise provided in this Contract, the price includes any and all taxes, whether sales, use, excise or other, or fees, duties or other governmental impositions, whether or not the

same are set forth separately on invoices to Purchaser. If Purchaser is required to pay any taxes or other fees relating to the services to be performed or to the production, sale or transportation of the Products, Supplier will reimburse Purchaser for any such taxes or fees and any related penalties or costs.

4. Warranties.

- (a) Supplier makes all warranties contained in the Uniform Commercial Code and in addition, warrants that for a period of twelve (12) months from the date of installation, the Products to be supplied pursuant to this Contract are (a) fit and sufficient for the purpose intended; (b) merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship; (c) in conformity with the specifications, drawings, samples or other descriptions, if any, specified or furnished; (d) new (not refurbished); (e) consistent with any implied warranties mandated by the laws of the state, province or territory (or applicable federal jurisdiction) of the address of Purchaser as shown on the face of this Contract; and (f) produced using good manufacturing practices, and, if applicable, are merchantable food products suitable for human consumption. Supplier further warrants and represents that Supplier has absolute and good title to the Products supplied in that the Products are now free of, and at the time of delivery shall be free of, all liens, security interests or encumbrances of any kind against the Products. Supplier also warrants that the fulfilling of this Contract, including all phases of the manufacturing process of the Products and the use of Products and equipment purchased does not constitute a violation of any federal, state, provincial, territorial or local law, or any rule, ordinance or regulation thereof, or order, decree, guideline or statement having the force of law thereof (collectively, "Laws"), including the Federal Food Drug and Cosmetic Act, Occupational Safety and health Act and any Laws relating to patents, trademarks, copyright, packaging, labeling, advertising, transportation and the environment. All warranties made in this Contract, together with service warranties and guarantees, shall run to the benefit of Purchaser and the successors, assigns and customers of Purchaser, and shall survive any inspection, delivery, acceptance or payment by Purchaser, or such successors, assigns and customers, of the Products. If this Contract calls for work to be performed upon property owned or controlled by Purchaser, it is understood that Supplier will keep the premises and work free and clear of all mechanic's liens; and the work will remain at Supplier's risk prior to written acceptance by Purchaser.
- (b) Supplier, its employees and agents will (and the Supplier agrees to ensure that any approved sub-contractors will) at all times when on Purchaser's site comply with Purchaser's safety regulations as outlined in Purchaser's Supplier Expectations Manual or any applicable plant safety manual issued by Purchaser (a copy of which will be provided to the Supplier on request).
- (c) Supplier warrants and represents that the Products provided hereunder and delivery thereof will comply with any and all applicable Laws of or administered by the U.S. Customs Service, U.S. Department of Treasury, Canada Border Services Agency, Canada Customs and similar authorities of other applicable nations, including country of origin labeling, content labeling and language requirements. Unless otherwise agreed in writing, Supplier shall be solely responsible for any and all duties, filings, documentation and record-keeping, and/or redeliveries as may be required by such custom services in conjunction with the Supplier's sale and delivery of the Products to Purchaser and Purchaser's use thereof. In addition, Supplier warrants and represents that the Products provided hereunder and delivery thereof

will comply with any and all other applicable federal, state, provincial, territorial and local Laws.

- (d) Supplier warrants that any packaging material or edible raw or finished materials, as of the date of shipment or delivery, made by or through Supplier to, or on the order of, Purchaser are not
 - (i) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and all of its amendments, including, but not limited to, the Food Additive Amendment and the Food Safety Modernization Act and any other applicable food, drug or cosmetics Laws;
 - (ii) materials which may not, under the provisions of Sections 404 and 505 of the Food Drug and Cosmetic Act or any other applicable Law, be introduced into interstate or inter- jurisdictional commerce; and (iii) adulterated or misbranded within the meaning of any food Laws (then in effect) of any jurisdiction (including federal, state, provincial, territorial or local) to which such material is shipped.
- (e) All services provided by Supplier hereunder will be (i) satisfactorily performed to Purchaser's specifications, drawings, samples, and any other description furnished or adopted by Purchaser and (ii) provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner in accordance with general industry standards. All services will be performed in a professional and first-class manner best suited for its use and intended purpose. Supplier will re-execute, at its own cost and expense, any defective or unsatisfactory work that appears during progress or on completion of the work and will remedy and replace, at Supplier's own cost and expense, any defects due to faulty materials or workmanship which appear within a period of one year from the date of acceptance of the completed work by Purchaser. The work will be at Supplier's risk until it is accepted by Purchaser in writing.
- (f) Purchaser (and its auditors) shall have access to Supplier's facilities used to manufacture, pack or hold Products or ingredients. The audit/inspection may include review of records, processes, controls and facilities related to the manufacture and storage of any Product or ingredients.
- (g) Supplier warrants that no liens, encumbrances, security interests, or other third-party claims will attach to real or personal property owned or leased by Purchaser as a consequence of Supplier's performance of services.
- (h) Supplier warrants that all Products are at prices and terms lawful and permissible under anti-trust and competition Laws and any other applicable official price control laws, orders and regulations.

5. Inspection and Rejection.

- (a) Purchaser's acknowledgement of receipt of the Products will not constitute acceptance of such Products or acknowledgement of the quantity of Product shipped. Final inspection shall be on Purchaser's premises unless otherwise agreed in writing. Notwithstanding any prior inspection or payments hereunder, all Products shall be subject to final inspection, which may include measurement, testing or examination, and acceptance to Purchaser facility within a reasonable time which, for purposes of this Contract shall be at least 90 days following the delivery of the Product at the site. For Products whose defect or nonconformity is not

apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Purchaser reserves the right, at its option, to reject any part or all of the Products ordered herein not conforming to this Contract. If the Products are rejected as not conforming to this Contract, Purchaser shall be held harmless for such rejection. Purchaser has the right, at its option, to require Supplier to (a) repair or replace, at Supplier's expense, including the cost of transportation for reshipment, any and all rejected Products; (b) refund the price of any or all rejected Products; (c) a combination of the foregoing (a) and (b); or (d) itself replace, repair or correct any rejected Product at Supplier's full expense, including the cost of transportation. In addition, Purchaser has the right to impose a reasonable service charge for handling, storing and returning any Product rejected under this Contract.

- (b) If at any time after acceptance of this Contract or delivery and/or acceptance of Products by Purchaser, all or any part of the Products become subject to a voluntary or involuntary recall by any government agency or corrective action by Supplier, Supplier shall assume responsibility and costs for implementing and complying with such recall according to applicable Laws, including costs arising from the return and/or replacement of such Products, to the extent that the Products do not conform to Purchaser specifications or contain latent defects that resulted in the recall. Supplier shall be responsible for all communications necessary to such recall. Any communications to Purchaser's customers regarding the recall or corrective action shall have the prior written approval of Purchaser. Supplier shall credit or reimburse Purchaser for the costs of recalled Products and any costs or losses incurred by Purchaser as a result of the recall. Supplier shall further promptly inform Purchaser in writing regarding recalls and other safety concerns regarding products similar to the items supplied by Supplier to customers other than Purchaser.

6. Indemnity; Insurance.

- (a) Supplier shall defend, indemnify and hold Purchaser, its affiliated companies, and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, whether ordinary, special, penalty, punitive or consequential, arising directly or indirectly from or in connection with (i) the acts, negligence, omissions or willful misconduct of Supplier or its employees, consultants or subcontractors; (ii) the Products supplied hereunder; (iii) a breach of any of Supplier's warranties or any other term and condition of this Contract; (iv) Supplier's negligent, unauthorized or wrongful acts or omissions with regard to the transportation, use, handling, disposal, processing or installation of hazardous materials; (v) a claim that any Product furnished hereunder infringes upon or misappropriates any patent, copyright, trademark, trade secret or other intellectual property interest of another; (vi) actual or alleged adulteration or misbranding of Product; (vii) a claim of any lien, security interest or other encumbrance made by a third party in relation to the Products; or (viii) a violation of federal, state, provincial, territorial or local Law.
- (b) Without limiting Purchaser's rights and remedies hereunder, if Purchaser believes that any Product supplied hereunder is likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Purchaser may require Supplier to (i) replace such Product with equivalent functionality or (ii) modify such Product with equivalent functionality to make it non-infringing.

- (c) Supplier shall carry and maintain insurance coverage satisfactory to Purchaser to cover its obligations in this Contract, including the insurance set forth on Exhibit A attached hereto with the respective minimum limits (all amounts stated in U.S. dollars – local currency equivalents to apply).

All such policies except Workers Compensation shall name Post Holdings, Inc. and its affiliated and subsidiary companies as an additional insured on a primary and non-contributory basis. A waiver of subrogation in favor of Post Holdings, Inc. is required on all policies outlined. Supplier shall submit to Purchaser certificates of insurance showing proof of such coverage.

7. Purchaser Property. All drawings, specifications, artwork, data, material supplies, equipment, tooling, dies, molds, fixtures and patterns furnished or paid for by Purchaser, or which have had their cost amortized shall be Purchaser's exclusive property, and shall be used by Supplier only in performance of this Contract. Such property, while in Supplier's custody and control, shall be held at Supplier's sole risk.
8. Delivery Terms. Unless otherwise provided in this Contract, prices and delivery are "F.O.B. Destination – Freight Prepaid." All charges are included in the price and no extra charges of any kind will be allowed unless specifically provided in this Contract. Notwithstanding anything else herein, Supplier shall bear all risks of loss and damage to the Products until final acceptance by Purchaser at Purchaser's "ship to" destination specified on the face of this Contract. Further, Supplier shall bear the same risks with respect to any Products rejected by Purchaser or as to which Purchaser has revoked its acceptance, from the time of such rejection or revocation.
9. Title and Risk of Loss. Any F.O.B. term used in this Contract shall be construed as a delivery term, but legal and equitable title to merchandise ordered herein shall not pass to Purchaser until it is physically delivered at the Purchaser's premises (if transported by Supplier), or when equipment or products reach the carrier (when transported by common carrier) pursuant to the terms and conditions of this Contract and accepted by Purchaser in writing by Purchaser's authorized representative as being in compliance with all terms and conditions of this Contract. Until such Purchaser's acceptance of the Product, Supplier shall continue to have title and bear the risk of any loss of or damage to the Products purchased hereunder.
10. Purchaser Trademark. Supplier understands that the Purchaser trade name, trademarks, service, marks, trade names, copyrights, designs and other intellectual property owned by Purchaser are valuable assets of Purchaser. As such, they must be used only on products made by Purchaser or under its control. In order to insure preservation of a Purchaser's valuable intellectual property rights, Supplier agrees that it will not sell or otherwise distribute products comprehended by this Contract or containing trademarks, trade names, copyrights, designs or other intellectual property of Purchaser or any of its subsidiaries or affiliates or customers to anyone other than Purchaser or one of its subsidiaries without Purchaser's prior written approval.
11. Infringement. Supplier, at its own expense, shall hold harmless Purchaser in connection with, and shall indemnify, defend any suit or claim brought against Purchaser on the ground that the Product, or the ordinary intended method or process of use of the Product as furnished by Supplier hereunder infringes any United States Letters Patent or other proprietary right under applicable Law, and shall pay the amount of any judgment that may be awarded against Purchaser in any such

suit. The provisions hereof are provided on the condition that Purchaser shall (a) notify Supplier of any alleged infringement notices, (b) permit Supplier to take charge of the defense of said suit or claim and to manage the same, and (c) reasonably assist in the conduct of such defense at Supplier's expense. If Supplier refuses to defend against such suit or claim, Purchaser may undertake the defense of such suit and Supplier shall pay all court or arbitration costs, attorney fees, settlements, judgments and miscellaneous expenses incurred by Purchaser in defending such suit or claim. If Purchaser is enjoined by a court of competent jurisdiction from using the Product as purchased from Supplier, or if it is at any time established to Supplier's satisfaction, upon due investigation, that the Product infringes on existing patents, trademarks, copyright or other intellectual property rights under applicable Law, Supplier, at its option, may either (a) procure for Purchaser a license to continue using the Product, (b) modify the Product so as to make it non-infringing without impairing its performance or use, (c) replace the Product with product that is substantially equal but non-infringing, or (d) remove the Product from Purchaser's plant, in which event Supplier shall refund to Purchaser the purchase price paid by Purchaser for the Product.

12. Assignment. Supplier shall not delegate any duties, nor assign or transfer any rights or claims under this Contract without the prior written consent of Purchaser, and any such delegations, assignment or transfer without such prior written consent shall be null and void. In any event, even with Purchaser consent, Supplier shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of this Contract. Purchaser may assign its rights and obligations under this Contract, including its proprietary rights, in whole or in part, to any of its subsidiaries or affiliates, now or hereafter existing, without the consent of Supplier. The Contract and these terms and conditions shall inure to the benefit of and be binding upon Purchaser and Supplier and their respective successors and permitted assigns; nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy or claim.
13. Cancellation. Purchaser may, at any time, terminate this Contract, in whole or in part, without cause, upon written notice to Supplier. Upon any such termination Supplier shall, to the extent specified by Purchaser, stop all work on this Contract, and cause its suppliers and subcontractors to stop work. Charges for any such termination of this Contract shall be limited to actual non-recoverable costs incurred by Supplier that Supplier can demonstrate were properly incurred prior to the date of termination. In no event will Purchaser reimburse Supplier for Products in excess of those required to meet Purchaser's delivery schedule for binding forecasts. In no event shall such reimbursement include anticipated profits or revenue or other economic loss for undelivered Product or unperformed services.
14. Tagging. All items on this order must be tagged as indicated, including all miscellaneous parts which make up the order. If items are not properly tagged, Supplier will be subject to backcharge for additional costs incurred in identifying items on this order.
15. Force Majeure. In the event either party, through no fault of its own, is unable to perform hereunder due to an event that is beyond the non-performing party's reasonable control, such nonperformance will be excused, provided that if any such event continues for more than 15 days, Purchaser may, at its option, cancel this Contract and all its related obligations. Each party will promptly notify the other in writing of any inability to perform and the cause of such nonperformance.

16. Work on Purchaser Premises; Occupational Health Services. If the services are to be performed on Purchaser's premises, Supplier shall comply with all applicable safety Laws and Purchaser's then current safety and other applicable regulations. Supplier shall provide Purchaser with a complete list of all chemicals, hazardous materials, and ingredients in the composition of Products or used in the performance of the services hereunder and a copy of the Material Safety Data Sheet for such chemicals and hazardous materials. The Supplier's submission of such list shall not relieve Supplier of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials.
17. Liens. If the Products or services are of such a nature that Supplier would be entitled to file a lien against Purchaser's real or personal property, Supplier shall submit a Release and Waiver of Lien and all applicable subcontractor's and materialman's Release and Waivers of Lien in a form acceptable to Purchaser prior to final payment to Purchaser.
18. Nondiscrimination.

EXECUTIVE ORDER 11246 (as amended) Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act (41 CFR 60-1.4)

- (a) **Supplier and any applicable subcontractor of Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
- (b) The Supplier will send to each labor union or a representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (c) The Supplier will furnish all information and reports required by the Executive Order 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (d) In the event of the Supplier's noncompliance with the equal opportunity clause of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act, and such other sanctions may be imposed and remedies invoked in Executive Order 11246, Section 503 of

the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

- (e) Supplier also warrants that any Product shipped to Canada will comply with all Federal, Provincial, and Municipal statutes, regulations, by-laws, and orders relating to the manufacturing, packaging, labeling and shipping of such Products.

19. Confidentiality.

- (a) Supplier shall keep in confidence and shall not, without securing the prior written consent of Purchaser, originate any publicity (including any news release or public announcement) or disclose to any third party information relating to: the existence of the relationship with Purchaser; Purchaser's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); information disclosed by Purchaser verbally or in writing, or garnered by Supplier through observation of Purchaser's facilities; the nature of the services performed and deliverables and Products delivered under the Contract; and any proprietary or confidential data, designs, or other information supplied by, or on behalf of, Purchaser. Notwithstanding the foregoing,
- (b) Supplier may disclose such confidential information (i) to Supplier's employees having a need to know such information to process the Contract or improve the services provided by Supplier to Purchaser or (ii) to comply with applicable Laws. If disclosure is permitted under clause (ii) above, Supplier shall consult with Purchaser in connection with any publicity in a reasonable time prior to its release to allow Purchaser to comment thereon, and to prevent its release if so permitted by Law. Supplier agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees and subcontractors who are permitted access to the aforementioned information to notify them of Supplier's obligations hereunder. Upon Purchaser's request any data, designs, or other information furnished to Supplier (and copies thereof) shall be returned to Purchaser.

20. Miscellaneous.

- (a) This Contract shall be deemed to have been placed and accepted in and shall be construed in accordance with the laws of the State of Missouri, without reference to any conflict of laws rules that would render the laws of another jurisdiction applicable. Any controversy or claim arising out of this Contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the American Arbitration Association Rules and Mediation Procedures (including Procedures for Large, Complex Commercial disputes) then currently in effect, by three arbitrators. Unless the parties agree otherwise, each party shall select an arbitrator, and those two arbitrators shall select a third arbitrator. The arbitration shall be governed by the Federal Arbitration Act, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be St. Louis, Missouri. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

- (b) This Contract and the attachments and documents incorporated herein or referred to on the face of the Contract constitute the entire contract and understanding between the parties hereto and supersede all prior representations, understandings, course of dealing and contracts relating to the subject matter hereof. If there is any conflict between this Contract and the terms of sales acknowledgement of other confirmatory document prepared by Supplier, the terms of this Contract shall govern.
- (c) Purchaser's failure to insist, in one or more instances, upon the performance of any term(s) in this Contract shall not be construed as a waiver or relinquishment of Purchaser's rights to such performance or the future performance of such term(s), and Supplier's obligation with respect thereto shall continue in full force and effect.
- (d) The invalidity, in whole or in part, of any provision of this Contract shall not affect the validity or enforceability of any other of its provisions.
- (e) The paragraph headings in this Contract are used for convenience only. They form no part of this Contract and are in no way intended to alter or affect its meaning.
- (f) No modification, amendment or waiver of any term or condition hereof shall be effective unless set forth in writing signed by Purchaser and Supplier.
- (g) Any attached specifications and/or drawings are hereby made a part of this Contract.

Exhibit A – Insurance Requirements



Insurance Vendor and Supplier Requirements

Certificate Holder should read:

Post Holdings, Inc., all Subsidiaries and Affiliated Companies

2503 S. Hanley Rd. St. Louis, MO 63144

Please send all certificates to: RiskManagement@postholdings.com

Supplier Type:		Category I	Category II	Category III	Category IV	Category V
		High Risk Contractors, Environmental Services	Moderate Risk Contractors, Suppliers	Lower Risk Contractors, Lower Risk Services, Professional Services, Special Projects; Contractors with no on-site work; on-site consultants	Advertising & Marketing Services, Agencies; Packaging Material Providers	Co-Manufacturing or Co-Packaging Agreements
Examples:		Electrical, General Contractors, Demolition, Steel Erectors, Elevator Installation, Drilling Landfills, UST Removal, Asbestos Abatement, Waste Haulers, Construction Over Railroads	Ingredient Suppliers, Packaging Suppliers, Plumbing, Masonry, Carpentry, Concrete Work, Snow Removal, Elevator Maintenance, HVAC Repair, Doctors, hospitals, medical providers	Drywall Installer, Light Carpentry, Painters, Janitorial, Landscaping, Food Service, Architects, Engineers, Surveyors, Designers, Lawyers, Outside Processors, Equipment Lessors	Vendors who design packaging, develop advertising campaigns, create websites and PR materials	All vendors who manufacture products or package products on our behalf
General Liability Minimum Acceptable Levels	Each Occurrence	\$5,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$2,000,000
	General Aggregate	\$5,000,000	\$4,000,000	\$2,000,000	\$2,000,000	\$4,000,000
	Product/Comp Operations Aggregate	\$5,000,000	\$4,000,000	\$2,000,000	\$2,000,000	\$4,000,000
Automobile Liability - Symbol 1, Any Auto, Combined Single Limit		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Umbrella		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Workers Compensation & Employers Liability	Workers Compensation	Statutory	Statutory	Statutory	Statutory	Statutory
	Employers Liability - Ea Accident, Ea Disease, Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
NOTE: Limit requirements may be met with a combination of underlying and umbrella policies.						
Pollution (EIL) or Professional Liability (E&O)		Pollution (Environmental Liability): \$5,000,000 per incident	Professional Liability (E&O): If Doctor, Hospital, or Medical Provider: \$1M Per Claim & \$3M Aggregate; retro date prior to start date of work.	Professional Liability (E&O): If Architect, Engineer, Surveyor, Designer, Lawyer: \$1M Per Claim & \$3M Aggregate; retro date prior to start date of work.	Professional Liability (E&O): E&O Policy with \$1M Per Claim & \$3M Aggregate; Web Design: Cyber Liability, \$5M Per Claim & \$5M Aggregate. Retro date prior to start date, both coverages.	N/A
Product Recall or Product Contamination		N/A	For Ingredient Suppliers, program must include Product Recall and Contamination coverage that includes Third Party Liability coverage with a limit no less than \$5M per Occurrence, \$5M Aggregate.	N/A	For those providing packaging materials: \$5M Per Occurrence, \$5M Aggregate, including actual contamination, reasonable cause to believe, and adverse publicity.	Program must cover: actual contamination, reasonable cause to believe, product tampering, and adverse publicity. Limit no less than \$5M Per Occurrence, \$5M Aggregate.

All Insurance Certificates must show "Post Holdings, Inc., all subsidiaries and affiliated companies, are additional insureds on a primary and non-contributory basis under general liability, automobile liability, and umbrella liability as required by written contract. Waiver of subrogation applies under general liability, automobile liability, umbrella liability, and workers compensation where permissible by law, as required by written contract. "



Canadian Insurance Vendor and Supplier Requirements

Certificate Holder should read:

Post Holdings, Inc., all Subsidiaries and Affiliated Companies

2503 S. Hanley Rd. St. Louis, MO 63144

Please send all certificates to: RiskManagement@postholdings.com

		Category I	Category II	Category III	Category IV	Category V
Supplier Type:		High Risk Contractors, Environmental Services	Moderate Risk Contractors, Suppliers	Lower Risk Contractors, Lower Risk Services, Professional Services, Special Projects; Contractors with no on-site work; on-site consultants	Advertising & Marketing Services, Agencies; Packaging Material Providers	Co-Manufacturing or Co-Packaging Agreements
Examples:		Electrical, General Contractors, Demolition, Steel Erectors, Elevator Installation, Drilling Landfills, UST Removal, Asbestos Abatement, Waste Haulers, Construction Over Railroads	Ingredient Suppliers, Packaging Suppliers, Plumbing, Masonry, Carpentry, Concrete Work, Snow Removal, Elevator Maintenance, HVAC Repair, Doctors, hospitals, medical providers	Drywall Installer, Light Carpentry, Painters, Janitorial, Landscaping, Food Service, Architects, Engineers, Surveyors, Designers, Lawyers, Outside Processors, Equipment Lessors	Vendors who design packaging, develop advertising campaigns, create websites and PR materials	All vendors who manufacture products or package products on our behalf
General Liability Minimum Acceptable Levels	Each Occurrence	CAD 5,000,000.00	CAD 2,000,000.00	CAD 1,000,000.00	CAD 1,000,000.00	CAD 2,000,000.00
	General Aggregate	CAD 5,000,000.00	CAD 4,000,000.00	CAD 2,000,000.00	CAD 2,000,000.00	CAD 4,000,000.00
	Product/Comp Operations Aggregate	CAD 5,000,000.00	CAD 4,000,000.00	CAD 2,000,000.00	CAD 2,000,000.00	CAD 4,000,000.00
	Employers Liability - Ea Accident, Ea Disease, Disease Policy Limit	CAD 1,000,000	CAD 1,000,000	CAD 1,000,000	CAD 1,000,000	CAD 1,000,000
Automobile Liability - Symbol 1, Any Auto, Combined Single Limit		CAD 1,000,000.00	CAD 1,000,000.00	CAD 1,000,000.00	CAD 1,000,000.00	CAD 1,000,000.00
Umbrella		CAD 5,000,000.00	CAD 5,000,000.00	CAD 5,000,000.00	CAD 5,000,000.00	CAD 10,000,000.00
NOTE: Limit requirements may be met with a combination of underlying and umbrella policies.						
Pollution (EIL) or Professional Liability (E&O)		Pollution (Environmental Liability): CAD 5,000,000 per incident	Professional Liability (E&O): If Doctor, Hospital, or Medical Provider: CAD 1M Per Claim & CAD 3M Aggregate; retro date prior to start date of work.	Professional Liability (E&O): If Architect, Engineer, Surveyor, Designer, Lawyer: CAD 1M Per Claim & CAD 3M Aggregate; retro date prior to start date of work.	Professional Liability (E&O): E&O Policy with CAD 1M Per Claim & CAD 3M Aggregate; Web Design: Cyber Liability, CAD 5M Per Claim & CAD 5M Aggregate. Retro date prior to start date, both coverages.	N/A
Product Recall or Product Contamination		N/A	For Ingredient Suppliers, program must include Product Recall and Contamination coverage that includes Third Party Liability coverage with a limit no less than CAD 5M per Occurrence, CAD 5M Aggregate.	N/A	For those providing packaging materials: CAD 5M Per Occurrence, CAD 5M Aggregate, including actual contamination, reasonable cause to believe, and adverse publicity.	Program must cover: actual contamination, reasonable cause to believe, product tampering, and adverse publicity. Limit no less than CAD 5M Per Occurrence, CAD 5M Aggregate.

All Insurance Certificates must show "Post Holdings, Inc., all subsidiaries and affiliated companies, are additional insureds on a primary and non-contributory basis under general liability, automobile liability, and umbrella liability as required by written contract. Waiver of subrogation applies under general liability, automobile liability, umbrella liability, and workers compensation where permissible by law, as required by written contract. "

*All insurance carriers must be license to do business in Canada