

**Sprouts Farmers Market (Sprouts or
Purchaser)**
**Terms and Conditions for Workday Purchase
Orders**

Please be advised that until you are notified to the contrary in writing, the attached "Standard Terms and Conditions" shall be deemed to be a part of and incorporate by reference into any order from us received by you electronically.

TERMS AND CONDITIONS
CONTAINED ON SPROUTS PURCHASE ORDER

1. **ACCEPTANCE.** Acceptance of this Purchase Order may be made by Supplier's shipment of the goods described herein. In no event shall any acceptance or acknowledgement by Supplier which alters or adds to the terms and conditions hereof be effective and any such alteration or addition shall be deemed rejected unless expressly approved in writing by Sprouts. In no event shall Purchaser's receipt and use of the goods or services described herein be deemed to constitute acceptance of any term or condition different from or in addition to the terms and conditions set forth in this Purchase Order. Your invoice must agree in all details with this order.
2. **PAYMENT.** The cash discount period provided for herein shall date from Purchaser's receipt of the goods described herein or from the date of Supplier's invoice, whichever date is later.
3. **EXTRA CHARGES.** No additional charges of any kind, including charges for boxing, packing, cartage or other extras, will be allowed unless specifically agreed to in writing in advance by Purchaser.
4. **QUANTITIES.** Sorting of Merchandise. The specific quantity ordered must be delivered in full and not be changed without Purchaser's prior written consent. Any authorized quantity is subject to Purchaser's rejection and return at Supplier's expense. Supplier may be required to sort product ordered by Sprouts designated store operational areas at no additional charge.
5. **RISK OF LOSS.** Unless otherwise specified by Purchasers incoterms, Supplier shall bear the risk of loss or damage to goods shipped hereunder until receipt of the goods by Purchaser. In the event of damage or loss, Purchaser will cooperate with Supplier in presenting any reasonable claim against the carrier.
6. **TIME.** Purchaser has schedule the goods purchase hereunder for use immediately upon receipt, making time of the essence with respect to this purchase. Purchaser shall have the right to reject any goods which are not received in accordance with the requested delivery date hereof or which do not otherwise conform to the terms and conditions of this Purchase Order.
7. **PRICE.** This Purchase Order must not be filled at a higher price than last quoted or charged without Purchaser's specific authorization.
8. **INSPECTION.** All goods shall be received subject to Purchaser's right of inspection and rejection. Defective goods or goods not in accordance with Purchaser's specifications will be held for Supplier's instruction at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense. If inspection discloses that part of the goods received are not in accordance with Purchaser's specification, Purchaser shall have the right to cancel any unshipped portion of the order. Payment for any goods encompassed by this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that purchaser may have against Supplier.
9. **WARRANTIES.** Supplier expressly warrants that it will convey good title to the goods encompassed by this Purchase Order, free and clear of all liens, encumbrances and security interests, and that all the materials, articles or services encompassed by this Purchase Order or other description, representation or specification incorporated herein or on any sales representation of Supplier will be conveyed in exact accordance with such order, description or performance specification and will be free from all defects in material and/or workmanship, merchantable and commercially fit and sufficient of its intended use. The foregoing warranties shall survive delivery and shall not be deemed waived either by reason of Purchaser's acceptance of said material or articles or by

payment for them. Any deviations from this specification furnished hereunder or any other exceptions or alterations shall be ineffective unless approved in writing by Purchaser. No attempt by Supplier to disclaim, exclude, limit or modify the warranties contained herein or Supplier's liability for direct or consequential damages shall be of any force or effect.

10. **FORCE MAJEURE.** Supplier shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including an act of God, war, insurrection, rebellion, riot, sabotage, labor dispute, explosion, fire, flood, storm, accident, drought, equipment failure, power failure, inability to obtain suitable and sufficient lab or material, delay or carriers, embargo, law, rule or regulation including, but not limited to, priority, requisition, allocation, or price control, or other cause beyond its reasonable control. Supplier shall not be obligated to sell, nor shall Purchaser be obligated to purchase, at a later date that portion of the goods which Supplier is unable to deliver or Purchaser's unable to receive or use because of any of the aforementioned causes beyond the control of the parties. No goods are to be tendered by Supplier after the expiration of the time specified herein without the consent of the Purchaser.
11. **CANCELLATION.** Appointment of a trustee, receiver or liquidator for all or a portion of Supplier's property; Supplier's commission of any act of bankruptcy; or Supplier's filing of a voluntary petition in bankruptcy, or Supplier's breach of any covenant or obligation hereunder or arising here from shall constitute an event of default entitling Purchaser to terminate this Purchase Order and to notify Supplier not to proceed with any further performance. In any of such events, Purchaser shall have no liability or obligation other than to pay for those goods already received and accepted.
12. **PRODUCT GUARANTEES.** The articles comprising each shipment or other delivery hereafter made to Purchaser by Supplier are hereby guaranteed as of the date of such shipment or delivery not adulterated or misbranded.
13. **APPLICABLE LAWS.** Supplier represents that the goods encompassed by this Purchase Order were not manufactured and are not being sold or priced in violation of any federal, state or local laws.
14. **INTERPRETATION AND AGREEMENT.** This contract shall be construed according to the laws of the State of Arizona and may not be assigned by Supplier without Purchaser's prior written consent.
15. **SEVERABILITY.** The provisions hereof are severable and, in the event any provision is held to be unenforceable, the remaining provisions will continue in full force and effect.
16. **ENTIRE AGREEMENT.** The terms and conditions of this Purchase Order may only be modified by written agreement of the Purchaser.

