

EXHIBIT A

NORDSTROM RESTAURANT TERMS AND CONDITIONS

The following terms and conditions are a part of each purchase order submitted by Nordstrom, Inc., for the Restaurant Division, ("Purchaser") and are binding upon Seller.

ACCEPTANCE BY SELLER IS LIMITED TO THE TERMS OF THE PURCHASE AND THESE TERMS AND CONDITIONS. PURCHASER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN SELLER'S ACCEPTANCE OR ANY OTHER DOCUMENT OR FORM TRANSMITTED ON BEHALF OF SELLER, UNLESS PURCHASER'S WRITTEN CONSENT IS FIRST OBTAINED.

Purchaser's objection to different or additional terms shall not be waived by acceptance of any merchandise or by payment of any invoice.

1. Acceptance of a Nordstrom, Inc., order, or shipment of merchandise or performance of work in connection therewith, constitutes Seller's agreement to all of the terms and conditions set forth herein and located on Purchaser's website at www.nordstromsupplier.com, which can be found under the link: "Restaurant Terms and Conditions". The provisions of these terms and conditions may be modified by Purchaser at any time. Such modifications will be posted on the Purchaser's website or otherwise provided to Seller, and shall be binding upon the parties from the date of such posting or provision to Seller.

2. Purchaser may utilize orders in writing, by facsimile or by electronic transmission, including electronic mail. Verbal orders will also be valid orders.

3. In the event Seller is unable to deliver any part or all of the merchandise called for by any order, Seller agrees to notify the Purchaser immediately. Such notice will not limit the remedies available to Purchaser or the liability of Seller for nonperformance.

4. Purchaser may refuse delivery or return the merchandise F.O.B. Purchaser's dock for:

- a. Shipments of less than or in excess of quantities ordered.
- b. Merchandise which is not according to sample, not deemed of appropriate quality, or which are not specified in the order.
- c. Merchandise which is not as represented or as warranted.
- d. Merchandise which is recalled for any reason. In the event any of products supplied by Seller, are recalled, Seller's obligation shall include, but not be limited to, the following:
 - (a) Immediately, at its sole cost and expense, contact Purchaser;
 - (b) Immediately, at its sole cost and expense, arrange to have the recalled product(s) picked up from or destroyed at each store (but only to the extent that Seller has or is provided with the contact information for such store) and replace such recalled product(s) with new product(s) as ordered by Purchaser;
 - (c) Immediately contact Purchaser to work with Purchaser's public relations representatives, as designated from time to time, in order to coordinate mutually acceptable public warnings and news media coverage

5. All merchandise furnished under any order shall be subject to inspection and testing by representatives of Purchaser, its customers or agents, and may be rejected and returned to Seller at Seller's cost when found to be defective, or otherwise subject to return as set forth above, at any time prior to resale, or at any time after resale if Purchaser's customer is allowed a refund or credit. If a shipment, or any portion of a shipment, is determined by sampling procedures to include merchandise that is defective or otherwise subject to return as set forth above, the entire shipment or portion may be rejected and returned to Seller at Seller's cost. At the option of Purchaser in its sole discretion, any returned merchandise or shipment shall be subject to refund, repair or replacement by Seller, at Seller's cost. Payments for merchandise prior to inspection shall not constitute acceptance and Purchaser

reserves the right to hold for Seller or return to Seller, at Seller's expense, any rejected merchandise. In addition, Purchaser shall have the right with forty-eight (48) hours advance written notice during reasonable business hours, to inspect such portions of Seller's authorized production and processing facilities where the products are produced, stored, or shipped from, for any reason Purchaser deems necessary, including but not limited to, performing product quality inspections and inspections for cleanliness and compliance with store standards and specifications.

6. Seller warrants that the merchandise shipped under any purchase order is fit and safe for the use for which it was manufactured, and that said merchandise or the resale thereof by Purchaser does not and will not violate any laws, regulations, orders or ordinances of the country of origin or of the United States or any state or any agency or political subdivision thereof.

7. Seller warrants that it does not and will not in violation of applicable law, custom or practice (a) discriminate in hiring on the basis of race, color, national origin, gender, religion or sexual orientation, or (b) utilize child labor, prison labor or indentured or forced labor in the operation of its business, or (c) participate in any payment or authorization practices in violation of the Federal Foreign Corrupt Practices Act.

8. Seller warrants that the merchandise shipped under any order, including packaging and labeling:

a. was produced and processed in strict compliance with all applicable laws, regulations, orders and ordinances of the country of origin and of the United States and any state, or any agency or political subdivision thereof, including without limitation any applicable environmental or hazardous substance laws and regulations;

b. was produced in strict compliance with all applicable requirements of the Federal Fair Labor Standards Act, as amended, and with all applicable regulations and orders of the United States Department of Labor;

c. was produced in strict compliance with all applicable requirements of the National Labor Relations Act and other federal, state and local wage and hour and wage payment laws, and with all applicable regulations and orders issued under any of the foregoing;

d. does not and will not, and will be produced in a manner that does not and will not, infringe or violate any intellectual property or other proprietary rights, including without limitation: any utility or design patent, trademark, service mark, trade dress, trade name, copyright, trade secret, right of privacy, publicity or moral right, or utilize any manufacturing or administrative process that would infringe or violate any such right, and Seller has not received any notification of and has no knowledge of any basis upon which a third party could claim or contest the intellectual property in Seller's merchandise;

e. is accurately labeled and clearly identifies the country of origin, if applicable;

f. is labeled in accordance with and complies in all respects with any and all applicable federal, state and local laws, regulations, orders and ordinances, including without limitation any applicable rules of the Federal Trade Commission, the Consumer Products Safety Commission and the Department of Health, Education and Welfare, including care labeling requirements, and the requirements of each of the following Acts to which it may be subject: The Federal Food, Drug and Cosmetic Act, the Wool Products Labeling Act of 1939, the Fair Packaging and Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Federal Hazardous Substances Act and the Flammable Fabrics Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and

9. Seller represents and warrants that each and every product provided, processed, or manufactured by Seller and contained in any delivery to Nordstrom will be, as of the date of such delivery:

a. Not adulterated, misbranded, or otherwise in violation of the Federal Food Drug and Cosmetic Act (“**FDC Act**”), the Poultry Products Inspection Act, the Federal Meat Inspection Acts, the Federal Insecticide Fungicide and Rodenticide Act, and all acts and/or rules and regulations amending or supplementing same, and any substantially similar state food and drug law, or other applicable federal, state, or municipal laws, ordinances, rules, or regulations, nor an article which may not be introduced into interstate commerce under the FDC Act or other applicable law, either as delivered or shipped;

b. Free of any chemicals on any list promulgated by any state or federal government of known chemicals causing cancer or reproductive toxicity (or, if any of the products contain any of the aforesaid chemicals, Seller represents, warrants, and guarantees that such products fully comply with existing federal and state standards and that the quantity is in compliance with federal and state standards for those chemicals);

c. Free from any salmonella or listeria organisms, toxins, foreign material, or other poisonous or injurious matter;

d. Free from any artificial colorings and preservatives which are not derived from a batch certified by Seller in accordance with the FDC Act, the Food Additives Amendment, and all other revisions and amendments thereto and all regulations issued under such FDC Act;

e. Merchantable and fit for its intended purpose and use and in compliance with all applicable federal, state, and local (to the extent that the latter are substantially similar to federal and state laws) laws, rules, and regulations not specifically mentioned in this Section 8.

f. Free from any hydrogenated or partially hydrogenated oils and that any fluid dairy products contain no BGH or bovine growth hormones.

10. Seller agrees to defend (with counsel acceptable to Purchaser), indemnify and save harmless Purchaser from any and all claims, suits, fines, liabilities, damages, losses or expenses, including attorneys’ fees and costs, asserted against or incurred by Purchaser by reason of, or arising out of or occurring in connection with (a) any breach or alleged breach of any of these terms and conditions, the provisions of any order, (b) any act or omission of Seller in the furnishing of goods or in the performance of work under any purchase order, including, but not limited to worker’s compensation, discrimination or other employee related matters, (c) the possession or use of Seller’s merchandise by customers of Purchaser or others, (d) the transportation or shipping of any merchandise covered under this Purchase Order authorized by or in Seller’s control; (e) any warranties related to, quality standards, manufacture of or defects in the products covered by this Purchase Order. For purposes of this provision, “Seller” shall be deemed to include Seller, its representatives, servants, agents, subcontractors and employees. Seller shall not, without the prior written consent of Purchaser, settle or compromise any action, suit, proceeding or claim in which Purchaser is named as a party, or consent to the entry of any judgment in any such matter. All indemnification obligations of Seller hereunder shall survive termination or cancellation of any purchase order. Seller agrees that Purchaser may maintain records of Seller’s compliance with the representations and warranties of Seller made in any purchase order or otherwise and that Purchaser may at any time, upon notice to Seller, undertake inspection of Seller’s facilities in order to determine such compliance. Seller agrees to maintain insurance in full force and effect to fulfill Seller’s indemnification obligations hereunder, and will furnish Purchaser with certificates of insurance evidencing coverage for Commercial General Liability Insurance including Contractual and Products Liability, on an occurrence basis, with at least \$1,000,000 Bodily Injury and Property Damage combined single limit per occurrence, and in the aggregate, and including Vendor’s Endorsement naming Purchaser as an additional insured. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller’s liability hereunder.

11. Seller may have access to certain commercially valuable or otherwise proprietary or confidential information relating to the operations, products, sales and business of Purchaser and its

affiliated and related companies or third parties including, without limitation, recipes, formulas, inventions, improvements, trade secrets, processes, data and know-how, software programs, techniques, marketing plans, strategies, forecasts, unpublished copyrightable material, customer lists, personal information with respect to employees, customers or others (including "Personal Information" as that term is defined in Section 1798.81.5 of the California Civil Code and "Consumer Information" as defined in 16 CFR 682) sources of supply, prospects or projections, manufacturing techniques, formulas, research or experimental work, work in process or any other proprietary or confidential matter, ("Confidential Information"). Confidential Information can be contained in any medium, including verbal form, graphic form, machine readable or electronic form, or written or other tangible form, whether or not marked as Confidential.

Confidential Information shall exclude any information that: (i) is or becomes part of the public domain through no wrongful act or failure to act on the part of Seller; (ii) that is rightfully received by Seller from a third party in possession of it who was not subject to any restrictions on the disclosure of such information; (iii) is approved in writing for release by Purchaser, or, (iv) which has been independently developed by Seller (as evidenced by its written records) without violation of this Agreement or any rights of Purchaser hereto. In any dispute between the parties with respect to the foregoing exclusions, the burden of proof shall be on the party to whom such Confidential Information was disclosed and such proof shall be clear and convincing evidence.

Seller agrees that, except as directed by Purchaser, Seller will not at any time, use for Seller's benefit or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and /or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Seller or otherwise coming into the Seller's possession or control, without the prior written permission of Purchaser. Seller shall maintain security procedures and practices sufficient to protect the confidentiality of Confidential Information from unauthorized access, destruction, use, modification or disclosure.

Seller shall maintain security procedures and practices sufficient to protect the security and confidentiality of Purchaser's Confidential Information from unauthorized access, destruction, use, modification or disclosure, but in no event less than a reasonable degree of care. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any of Purchaser's Confidential Information, or any other apparent or actual breach of Seller's security procedures affecting Purchaser's Confidential Information (each individually a "Confidentiality or Security Breach"), Seller shall immediately report such Confidentiality or Security Breach to Purchaser and take all actions necessary or reasonably requested by Purchaser to stop, limit or minimize the Confidentiality or Security Breach and cooperate in all reasonable respects with Purchaser to minimize the damage resulting from such Confidentiality or Security Breach.

12. Purchaser reserves the right to cancel all or any part of any purchase order which has not actually been shipped by Seller in the event Purchaser's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Purchaser to control. Seller's timely performance under any purchase order shall not be excused or deemed to have been made impracticable by reason of any delay or failure to perform by Seller or any agent, subcontractor or supplier of Seller, caused by or related to any computer system incompatibility or inability to accurately process date and time data.

13. A waiver of or failure to perform any one or more of the conditions of any purchase order shall not constitute a waiver of or an excuse for nonperformance as to any other part of these terms and conditions or any purchase order.

14. Unless otherwise required by state law, payment terms are net thirty (30) days, and will be calculated from the receipt of goods or invoice, whichever is later. Payments usually will be issued on the next weekly check run following the due date for all correctly invoiced and received merchandise. Purchaser reserves the right to offset any amounts claimed by Purchaser against any amounts otherwise due Seller. Payment terms may differ if Seller elects to participate in ACH.

15. In any dispute under any order or these terms and conditions, whether or not litigation is commenced, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by law or in equity, including without limitation, injunctive relief and the right of Purchaser to recover all incidental special and consequential and punitive damages. All warranties, representations and guaranties and indemnities made by Seller herein are in addition to any and all express or implied warranties provided by law and shall survive termination or cancellation of any purchase order.

16. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, including any proceeding under the United States bankruptcy laws, or any bankruptcy, insolvency or receivership laws of any state or any foreign country, or any political subdivision thereof or in the event of the appointment with or without Seller's consent of a receiver or an assignee for the benefit of creditors, Purchaser may, at its option, cancel any purchase order as to any undelivered portion of the merchandise.

17. Seller agrees that it will not use any trademark, service mark or trade name, patent or trade dress owned or controlled by or licensed to Purchaser or any of its affiliates, or used by Purchaser or its affiliates in connection with any products, lines, departments or other goods or services of Purchaser or its affiliates, including but not limited to "Nordstrom," "Nordstrom Rack," "Nordstrom Direct," "Nordstrom Restaurant", and "Last Chance," except in connection with merchandise shipped to Purchaser in accordance with a valid order. Seller agrees that all trademarks and trade names of Purchaser belong to or are licensed to Purchaser and Seller will make no claim of right to use or of ownership nor will Seller attempt to register any such trademark or trade name. Seller agrees that merchandise rejected or returned for any reason pursuant to the terms of any purchase order, whether or not such rejection is disputed by Seller, including but not limited to merchandise rejected or returned due to shipment after the delivery date or cancel date specified in the purchase order, will not be resold or otherwise distributed by Seller unless all labels, tags, logos, monograms and other items or characteristics identifying Nordstrom, Nordstrom Rack, Nordstrom Direct, Nordstrom Restaurant, Last Chance, or any other trademark, service mark, trade dress or trade name owned or controlled by or licensed to Purchaser or its affiliates, or used by Purchaser or its affiliates in connection with any products, lines, departments or other goods or services of Purchaser or its affiliates, have first been removed.

18. Seller agrees that all merchandise shipped under any order may be advertised and sold by Purchaser (or any of Purchaser's affiliates) at any retail facilities of Purchaser (or any of Purchaser's affiliates), or by means of catalogs, the Internet, or any other electronic or other medium.

19. Each purchase order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Washington and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. If litigation arises under any purchase order or these terms and conditions, or as a consequence of any transaction contemplated or resulting from this or either party's performance or breach thereof, jurisdiction and venue of such litigation shall be in the Superior Court for the State of Washington for King County, or the United States District Court for the Western District of Washington in Seattle, at the option of Purchaser, and Seller hereby consents to such jurisdiction and venue. Any award or judgment of any of said courts may be entered and enforced in any other domestic or foreign court of competent jurisdiction, and shall be awarded full faith and credit.

20. No claim, action or demand arising out of the transactions under any purchase order may be brought by Seller more than one year after the cause of action has accrued.

21. Seller hereby assigns to Purchaser all assignable warranty rights with respect to the merchandise in each purchase order, including without limitation all rights of Seller under warranties of any manufacturer of any of the merchandise or any part or component thereof.

22. Each order is enforceable by Purchaser directly against Seller, regardless of whether the purchase order was submitted directly to Seller by Purchaser or was submitted to Seller by another party on behalf of Purchaser. No such other party shall have any authority to act for Purchaser, bind Purchaser to any agreements or modifications or otherwise act as agent for Purchaser. Seller shall not assign or transfer any purchase order, or any interest therein, without the prior written consent of Purchaser, and any attempted assignment made without such consent shall be null and void.

Invoicing Instructions:

An invoice must accompany each delivery of goods to Nordstrom Restaurant or Specialty Coffee Bar, whether delivered by Seller or by any other party on Seller's behalf.

Transportation Terms and Conditions:

A. Shipping mode specified in any order must be adhered to exactly unless permission to deviate is given by Purchaser.

Revised: February 23, 2011