

LAKESIDE FOODS, INC.
PURCHASE ORDER TERMS AND CONDITIONS

1. **CONDITIONS OF ACCEPTANCE:** Seller's acceptance of this purchase order is subject to the terms herein and on the face of this purchase order and any technical descriptions, guidelines or specifications, manuals, or policies, as amended from time to time at Lakeside's discretion ("Specifications"), all of which are incorporated herein by reference. The Specifications will be provided to Seller upon request. The terms herein and on this face of this purchase order along with the Specifications are referred to as the Order. This Order governs all terms of sale. Lakeside Foods Inc. ("Lakeside") and its subsidiaries reject any attempt by Seller to limit or condition its liability. If conflict between, or limitation arising under, any of the terms of this Order and the terms of any of Seller's documents or proposals, including any Seller document incorporated by reference into this Order, exists, the terms of this Order prevail. The rights and remedies set forth in this Order are cumulative and are in addition to, and not in lieu or exclusive of, any rights and remedies to which Lakeside is entitled under the Uniform Commercial Code ("UCC"), except as expressly limited herein. It is specifically agreed that this Order is not covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods. "Goods" means any goods and services which are the subject of this Order. Lakeside is not obligated to purchase any Goods from Seller, and there is no minimum volume guarantee to purchase any Goods from Seller unless the face of this Order states otherwise. Seller agrees it has the capacity to produce enough Goods to meet Lakeside's needs.
2. **ENTIRE AGREEMENT:** this Order constitutes the entire agreement between the parties regarding the Goods, supersedes all previous oral or written negotiations and understanding regarding the Goods, and can only be amended by written agreement of the parties.
3. **ASSIGNMENT/CHANGE OF CONTROL:** Seller may not effect an Assignment without Lakeside's prior written consent. An "Assignment" is an assignment or other transfer of Seller's interest in or rights or obligations under this Order, including a change of control in Seller or the entity that controls Seller through the sale of all or a substantial part of the assets or shares of Seller. Seller will not be released from any of its obligations under this Order following any Assignment. The entity that assumes Seller's rights or obligations under this Order (whether directly or through a change in control) is bound by the terms and conditions of this Order.
4. **INVOICING/SHIPPING INSTRUCTIONS:** Seller shall: (a) package all goods in the manner specified by Lakeside and shipped in the manner and by the route and carrier designated by Lakeside. If Lakeside does not specify the manner in which the goods must be packaged, then package the goods so as to avoid any damage in transit. If Lakeside does not specify the manner of shipment, route, or carrier, then ship the goods at the lowest possible transportation rates, consistent with Seller's obligation to meet the delivery schedule set forth in this Order. Lakeside requires HPT41 or equivalent totes for all frozen products; (b) include in each shipment separate packing slips and invoices showing Lakeside order number, Lakeside item or mark number, description of the Goods, price and quantity shipped; (c) accept payment according to the terms on the face of this Order; (d) include any applicable cash discounts on all invoices; (e) on all shipments chargeable to Lakeside, attach transportation receipts to the invoice, as Lakeside will only pay for actual freight cost incurred; (f) include Certificates of Origin (COO) or Certificates of Analysis (COA); and (g) notify Lakeside, if applicable, of the following: (i) number of packages, size, weight; (ii) method of protection during shipment; and (iii) suggested method for storage and protection upon arrival.
5. **GOODS:** Goods shall conform in all respects to the description in this Order, including, without limitation, Lakeside's then current Specifications. Goods shall be new, of first class commercial type and of the latest approved design, unless otherwise specified on the face of this Order. Workmanship and materials shall be of the best quality and free from defects that might render Goods unsuitable or inefficient for the purpose for which they are to be used. Seller warrants and guarantees Goods for the period of time normally specified for the type of Goods involved. During the warranty period, all Goods or parts disclosing defects in design, material, or workmanship shall be replaced and delivered by Seller, without cost or delay to Lakeside. This warranty is in addition to, and not in lieu of, any other warranties or guarantees made by Seller or created or implied as a matter of law. All warranties, as well as all other warranties contained herein, including, without limitation, the warranties in Sections 1, 5-9, 18, 20, 24, 25, and 30 are collectively referred to as "Warranties."

6. **GUARANTY:** Seller shall ensure that the Goods, as applicable, (a) are grown, produced, prepared, manufactured, processed, labeled, marked, packed, held, and shipped in accordance with the Federal Food, Drug, and Cosmetic Act (FDCA), the Federal Meat Inspection Act (FMIA), the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), the Perishable Agricultural Commodities Act (PACA), the Food and Drugs Act of Canada, and all other similar state, provincial, and local laws; (b) comply with applicable regulations of the U.S. Food and Drug Administration (FDA), United States Department of Agriculture (USDA), U.S. Environmental Protection Agency (EPA), Canadian Food Inspection Agency, and similar state, provincial, and local regulatory bodies; and (c) are free of foreign materials. Seller of foreign goods must be a fully customs bonded Importer of Record (IOR) for U.S. Customers clearance as well as the FSVP Importer for FDA importation compliance. Seller will not use Lakeside Foods, Inc.'s DUNS number in any way, shape or form regarding the importation of goods without prior written consent.
7. **FOOD DEFENSE:** Seller certifies that it conducts all operations, and all goods are provided and produced in compliance with CTPAT, MTSA or the FSMA Food Defense model.
8. **RECALL:** Lakeside has the sole right, in its discretion, to initiate and direct the content and scope of a recall, market withdrawal, stock recovery, product correction, or advisory safety communication (any one or more referred to as a "Recall Process") regarding the Goods and any product incorporating the Goods. At Lakeside's option, Lakeside may direct Seller to, and upon such direction Seller shall, conduct such Recall Process. Lakeside shall determine, in its discretion, the manner, text, and timing of any publicity to be given such matters. If a Recall Process is initiated or directed by Lakeside, Seller shall fully cooperate and take all such steps as are reasonably requested to implement the Recall Process in a timely and complete manner. Any and all action taken in connection with a Recall Process shall be in accordance with FDA policies and other laws. In addition to any other remedy under law or provided in this Order, Seller shall bear the costs associated with: (a) any Recall Process, which results from the Goods, or Seller's actions or inactions; or (b) Goods that do not comply with the Warranties or this Order.
9. **DELIVERY:** The time of delivery shall be as stated herein, and time is of the essence; however, Seller is not liable for loss or damage arising from a Force Majeure event. A "Force Majeure" event is a fire, flood, earthquake, or other natural disaster, raw material shortage, war or other cause, which is beyond reasonable control. If the Force Majeure event causes an extension of the delivery time, Lakeside may terminate this Order with respect to such Goods without penalty. In addition to any other rights and remedies Lakeside may have under this Order or provided by law, if deliveries are not made at the time agreed upon, Lakeside may request that Seller ship the Goods by different or expedited delivery (cost of alternative means of shipment borne by Seller), or cancel this Order in whole or in part and purchase comparable Goods elsewhere and hold Seller accountable for any loss or additional cost arising from such expedited delivery or cancellation. The Goods may not be manufactured, packaged, stored, sampled, or tested at or shipped from any location other than the facility identified in this Order without Lakeside's prior written consent. Seller should contact appropriate Lakeside Ship To location noted on this order for a receiving appointment.
10. **AUDIT AND INSPECTION:** Goods and the place of manufacture of Goods are subject to audit, review, inspection, and testing by Lakeside or a Lakeside designated third party at any time. At Lakeside's option, Seller will pay for the inspection or audit. Lakeside is not under any obligation to inspect the Goods. A Lakeside inspection does not absolve Seller of any liability. Acceptance is not conclusive as to latent defects, fraud, or any other similar issue not known by Lakeside. Acknowledgment of receipt on packing slips, bills of lading, or other documents does not constitute acceptance. Goods that are delivered in quantity may be inspected by sampling. If any Goods are defective or otherwise not in conformity with the requirements of this Order, Lakeside may, at its option, reject them or require correction or replacement, or deduct costs from invoices. If rejected Goods are not promptly replaced or corrected, Lakeside may, at its option, elect to perform some or all of the following actions: (i) obtain such Goods or similar Goods elsewhere and charge Seller with any cost increase caused thereby; (ii) terminate this Order for breach pursuant to Section 15; (iii) accept the Goods at a reduced price; or (iv) seek other remedies and damages.
11. **PRICE AND OFFSET:** Prices are firm and not subject to change unless approved in writing by Lakeside. Lakeside may offset any amounts owed by Seller or any of Seller's affiliates to Lakeside against amounts payable under this Order.
12. **WORK ON LAKESIDE'S PREMISES:** If this Order covers labor, contract or construction work or work of any nature on Lakeside's premises, all such work shall be performed in compliance with Lakeside's instructions as defined in Exhibit A which becomes at that time an integral part of this Order.

13. **INDEPENDENT CONTRACTOR:** Seller is an independent contractor. Individuals who work on Goods are employees of Seller and may not be deemed Lakeside employees for any reason. Further, neither party has any authority to bind the other or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other party's name.
14. **CHANGES:** Lakeside may change any of the terms of this Order by a written change order. Any changes in Seller's costs of performance arising out of such a change order shall be reflected in a written price adjustment, which shall not take effect without Lakeside's prior written consent. Pending Lakeside's consent to such price adjustment(s), Seller shall adopt the changes made to this Order. If the Seller cannot make the change, Lakeside has a right to cancel the order.
15. **TERMINATION:** If Seller breaches any of its obligations under this Order, Lakeside may immediately terminate this Order in whole or in part (reserving its rights to damages and otherwise at law and equity) without penalty. If Lakeside terminates this Order for breach: (a) Seller shall continue performance of any non-terminated portion of this Order, and Lakeside may obtain the portions of the Goods affected by the termination elsewhere; and (b) Lakeside may, at its option, require Seller to transfer to Lakeside all materials, work in process, completed supplies, tooling, plans, and Specifications allocated to the terminated portion of this Order. Lakeside shall, in this event, pay Seller the fair value of such items. Lakeside may terminate this Order in whole or in part at any time for any other reason. If, upon such termination, Lakeside and Seller cannot negotiate a mutually satisfactory settlement within a reasonable time, Lakeside will pay Seller, and Seller shall accept, as full settlement: (a) the contract price for completed items; or (b) Seller's direct costs allocated to the terminated portion of this Order; or (c) Seller's reasonable direct costs in settling claims arising out of this termination, and in protecting property in which Lakeside has or may acquire an interest. In no event shall Lakeside be liable for any consequential, indirect, special or punitive damages.
16. **TAXES:** Lakeside will not be liable for any taxes with respect to this Order, except for sales, use, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority on the purchase price of the Goods. Lakeside will not be liable for any penalties or interest which accrue because of Seller's failure to collect or remit such taxes when due. Seller shall not collect or remit any such taxes if Lakeside has provided Seller with a direct pay permit or tax exemption certificate.
17. **CONFIDENTIAL INFORMATION:** All information relating to and including the Specifications or this Order or concerning the Goods, including, without limitation, formula(s), product development, research, design, rates, volumes, financial data, equipment, specifications, technical drawings, source code, marketing, sales, customers, Work Product, and/or process(es) ("Confidential Information") shall be maintained by Seller in strict confidence and shall not be disclosed to any third party without Lakeside's written consent. This obligation survives the termination or expiration of the Order and extends in perpetuity for trade secrets and personally identifiable information, and for five years from the date of disclosure for all other Confidential Information. If Lakeside and Seller have a separate agreement protecting Confidential Information, then both the other agreement and this section will be effective, but if there is a conflict between them, the provision that is more protective of the Confidential Information will control.
18. **INTELLECTUAL PROPERTY:** Lakeside shall solely own, and Seller hereby irrevocably assigns and transfers all right, title, and interest in and to, any and all: (i) deliverables, designs, results, technical information, technical drawings, source code, or other materials created by or for Seller in connection with the Goods at or in response to Lakeside's request, excluding Seller's pre-existing confidential information and intellectual property (collectively, "Work Product"), as works made for hire immediately upon creation of such Work Product, and (ii) trademarks, trade names, trade dress, copyrights, patents and applications thereof ("Intellectual Property") based on the Work Product. Seller shall take all necessary steps to assign and transfer to Lakeside its entire right, title, and interest in and to the Work Product and Intellectual Property. Seller shall obtain from its employees or non-employee individuals a full assignment of rights so that the Seller's assignment will vest in Lakeside full rights in the Work Product and Intellectual Property, free of any claims, interest, or rights of third parties. Nothing in this Order may be construed to grant to Seller any right to or interest in any Work Product or Intellectual Property owned or asserted to be owned by Lakeside. Seller warrants that Goods sold hereunder and any uses proposed by Seller or reviewed by Lakeside with Seller do not violate the trademark, patent, copyright, or trade secret rights of any person or entity.

19. **INSURANCE:** Seller shall maintain, and cause its subcontractors to maintain at their expense, insurance coverage which is primary and non-contributory as to any insurance maintained by Lakeside, with insurance companies maintaining an A.M. Best rating of A- or better. Upon request, Seller will furnish certificates of insurance to Lakeside. Lakeside shall be named as an additional insured on the general, automobile, and excess/umbrella liability policies. All insurance shall also include waiver of subrogation provisions in favor of Lakeside. The minimum insurance coverage to be maintained by Seller shall be as follows: (i) commercial general liability insurance, including products and bodily injury and property damage coverage on monthly occurrence form, broad form contractual, and attach vendor endorsement CG20 15 or an endorsement providing equivalent coverage, affording minimum single limit protection of no less than One Million Dollars (\$1,000,000) per occurrence and with deductibles no greater than One Hundred Thousand Dollars (\$100,000) per occurrence; (ii) commercial automobile liability insurance to cover all owned, non-owned and hired vehicles in the amount of at least One Million Dollars (\$1,000,000) per occurrence; (iii) worker's compensation and employers liability insurance coverage in accordance with the legal requirements of the state where the work is being done and insuring independent shippers; (iv) excess or umbrella liability insurance with limits of at least Five Million Dollars (\$5,000,000) per occurrence in excess of the limits afforded for general liability, automobile liability and employer's liability provided above; (v) professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim for economic damages sustained by Lakeside and due to errors and omissions arising out of performance of professional services to Lakeside; (vi) Privacy/Network Security (Cyber) liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, and (5) unauthorized access to or use of computer systems with limits of One Million Dollars (\$1,000,000) per occurrence. No exclusion/restriction for unencrypted portable devices/media may be on the policy. All such certificates and policies shall include a provision whereby Lakeside will be given thirty (30) days' advance written notice of the insurer's intention to cancel or materially alter such policies.
20. **TITLE:** Unless otherwise stated on the face of this Order, title and risk of loss of the Goods shall pass to Lakeside, at Lakeside's option, (a) upon receipt by Lakeside at Lakeside's warehouse or facilities, or (b) upon loading of Goods onto an approved Lakeside carrier. Seller represents and warrants that good title to the Goods will pass free and clear of all charges, claims, and liens of any nature.
21. **INDEMNIFICATION AND DAMAGES:** Seller shall indemnify and hold harmless Lakeside and its agents, employees, directors, affiliates, successors, and assigns from and against all claims (including third party claims), liabilities, losses, duties, and expenses, including attorneys' fees and litigation expenses ("Claims"), arising out of or resulting from Seller's Goods; Seller's performance of the work; use of Lakeside owned property or equipment; Seller's breach of any obligation under the terms of this Order; intellectual property infringement; Seller's work done on Lakeside's premises; or Seller's act, fault, or omission or those of its agents, employees, or subcontractors. This obligation shall not extend to Claims to the extent caused by Lakeside's negligence or willful misconduct. Seller shall be responsible for all damages and expenses to Lakeside or third parties that result from Seller's acts or omissions, or any breach of any term or Warranty in any Order. Such damages shall include, without limitation, lost profits, and all other direct, indirect, punitive, and consequential damages.
22. **CLAIMS:** Any of Seller's Claims will be promptly made to Lakeside in writing within one year of Lakeside's acceptance of the Goods, and no claims will be made for less than \$200. Any claim greater than one year from acceptance of the goods is not recoverable.
23. **PUBLICITY:** Seller agrees not to publish or use Lakeside's name or any of its Intellectual Property any advertising, sales promotion, publication, or publicity matter.
24. **COMPLIANCE WITH LAW:** Seller's performance under this Order shall be in compliance with all applicable federal, provincial, state, and local laws, rules, statutes, ordinances, and regulations including, without limitation, 29 CFR part 470 and all antitrust and competition laws.
25. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Order shall be governed by the laws of the State of Wisconsin (including, without limitation, its UCC) without regard to its conflict of laws provisions or the location in which this Order is issued. Seller further agrees to submit to the jurisdiction of the State of Wisconsin. The parties will attempt in good faith to promptly resolve any dispute arising out of this Order by negotiations between representatives who have authority to settle the controversy. If unsuccessful, at Lakeside's option, the parties shall engage in non-binding third-party mediation, with all fees of such mediation apportioned equally to each side.

26. NOTICE: All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, e-mail or similar writing), shall be given to the addresses listed on the face of this Order, and shall be effective upon delivery.
27. LANGUAGE: The parties hereby confirm their express agreement that this Order and all documents directly or indirectly related thereto shall be drawn up in English.
28. CURRENCY: Unless otherwise stated on the face of this Order, all payments and other financial requirements required under this Order shall be in the currency of United States Dollars.
29. EQUAL OPPORTUNITY. WHERE APPLICABLE, SELLER IS AN EEO/AA EMPLOYER AND SHALL COMPLY WITH EXECUTIVE ORDER 11246. SELLER SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS AND QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY, AND REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.
30. SURVIVAL: All representations and Warranties of the Seller, all rights and remedies of Lakeside, and any other provisions hereof which by their express terms or by implication are to survive, shall survive the termination or other expiration of this Order.
31. WAIVER: Lakeside's failure to enforce any provision of this Order or to require performance by Seller shall not be construed as a waiver of such provision nor affect the validity of the Order or any part thereof, or Lakeside's right to enforce any provision thereafter. Lakeside's rights under this Order are in addition to, and not in lieu of, any other remedies available under the UCC, at law, or in equity.
32. SEVERABILITY: Each provision of this Order is severable and if any provision shall be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall not be affected thereby, nor shall said provision be invalid in any other jurisdiction.

LAKESIDE FOODS, INC.
PURCHASE ORDER TERMS AND CONDITIONS

EXHIBIT A (referenced in Article #12)



Contractor Property Hazard Control Program

INTRODUCTION and PURPOSE

This policy outlines the major concerns and controls, which need to be in place to limit the potential for property losses caused by outside contractors, subcontractors and other service providers. It applies to everyone not directly employed by Lakeside Foods working on-site and is applicable to all contractor projects and activities, which occur at company facilities. These are minimum standards, which may be supplemented by more stringent local practices and requirements, or as dictated by project specifics. It is not an all-inclusive document and is limited to common but preventable property loss exposures resulting from contractor work. This guidance forms a framework for a consistent approach to property loss control and prevention.

Lakeside Foods' management and staff are strongly committed to and supportive of the efforts needed to ensure the safety of everyone working at our facilities and the prevention of property losses. However, program success requires strong local team effort and mandatory contractor support.

Additional topics and requirement not included here, but which should be separately considered include:

- Lock out/tag out
- Confined spaces
- Hazardous materials & communications
- Fall protection/elevated work
- Mobile equipment
- Waste & disposal requirements
- Incident reporting and investigation
- Contractor safety programs & oversight
- Records & document retention
- Electrical work qualifications, licensing & controls
- Liability insurance
- Training on and compliance with Lakeside Foods safety programs and requirements
- Cranes & lift safety
- Excavation and trenching
- Environmental requirements & controls
- Rental/leased equipment & tools
- Subcontractor qualifications & controls
- PPE
- Project licensing, permitting & inspections.

Work performed by contractors and subcontractors at Lakeside Foods' facilities can imperil company assets and revenue, and potentially compromise employee safety if not properly supervised and controlled. Stated simply, contractor, trucker and visitor operations at our plants need to be subject to the same procedures and policies applicable to company staff to minimize property and other loss potential. We do this by defining our expectations for them, putting thorough and consistent controls in place during their activities and by supervising the work they do for the duration of the project. The most common activities involved include maintenance work, equipment and system upgrades, physical plant changes, demolition, new construction and equipment repair or installation.

Based on prior property loss data, the major property loss exposures which should be considered include rooftop and roofing work, crane/lift failure, building impact, rack or structural collapse, refrigeration systems and cooled spaces, project combustible materials storage, temporary structures, food or equipment contamination, sprinkler leakage, temporary heat and facility security. "Human element" controls which need to be in place cover hot work, fire protection and alarm system impairments, housekeeping, management of change, ignitable liquid and other hazardous materials use and storage, food safety, smoking and emergency/incident reporting and response.

HUMAN ELEMENT CONTRACTOR PROGRAM REQUIREMENTS

The Lakeside Foods contractor control program includes the following specific requirements:

- Mandatory use of the Lakeside Foods Hot Work control and permit program with work approval and the fire watch completed by Lakeside employees
- Impairment of any fire protection or fire alarm system must be approved, reported to Paragon Risk Engineering and tracked by Lakeside employees using the company's Impairment Control and reporting program. Only company staff may oversee removal of this equipment from service and they are also solely responsible for ensuring proper restoration.
- Knowledge of the local Emergency Response Plan requirements AND provided with emergency services contact information
- Lakeside Foods sanitation, cleaning, housekeeping and the applicable customer, GMP and SQF food safety standards apply as required during contractor work and within the workspace.
- Management of Change (MOC) oversight involves ensuring that plans and specifications for major work are forwarded for insurer review prior to contract completion. This will help ensure that the best aspects of property loss prevention can be included – see below. Up front review is also needed to ensure all contractors quote the same work specifications and to minimize downstream change orders and the large, unanticipated costs associated with them.
- Ignitable liquid and hazardous materials use, control, disposal and spill reporting.
- Smoking prohibitions and controls
- Local management notification/reporting for all fires, emergencies, accidents and safety incidents including near misses
- Contractor acknowledgement that all program requirements apply to their subcontractors AND agreement with Lakeside Foods' rights of refusal on the subcontractors used.

MANAGEMENT OF CHANGE

Local projects needing insurer review include large roofing installations and reroofing projects, fire protection and alarm equipment & system revisions and installations, building additions/construction, major building use & storage changes, combustion control systems on fuel-fired equipment and ignitable liquid use and storage. Lakeside Foods pays particular attention to the fire ratings of replacement and new roof membranes and the composition of insulated and food safe walls, ceilings and other interior coverings. Corporate operations strongly recommends use of Factory Mutual (FM) Approved Class 1 or, less desirably, Underwriters Laboratories (UL) Listed Class A materials and systems. Contractors must be required to provide documentation of the FM and UL fire and smoke developed ratings of these materials and systems. These documents need to be retained for insurer and corporate review.

PROPERTY DAMAGE LOSS CONTROL PRECAUTIONS

The following potential hazards should be evaluated and controls for them may need to be specified in order to limit property loss exposure during contractor work or construction:

- Roof repairs, reroofing projects and all work which takes place on roof mounted equipment need to be tightly controlled and well supervised. Manual protection including multiple portable fire extinguishers need to be provided for the duration of the work period. Rooftop hot work or application of torch applied roofing materials require constant attention and use of the Lakeside Foods Hot Work procedure and permit. Only Lakeside staff can approve and issue hot work permits and the required and extended fire watch must be completed by company staff. Rooftop hot work and reroofing projects are one of the most common causes of external property losses and typically result in large direct damage and production interruptions, frequently above the limits of the contractor's insurance policies.
- The main property loss scenarios involving cranes relate to direct and indirect damage caused by wind, fire, dropped loads impacting structures and other property impacts. The latter also applies to crane movement, placement, or other construction vehicles. Be sure that contractor cranes are well locked down at day's end and that adequate clearance between this equipment and structures is maintained at all times, including during transit. Exterior building, equipment, hydrant and fire protection control valve impact also can result from routine construction vehicle and delivery traffic movement in the facility yard.
- Storage of parts, equipment and other goods associated with the project and construction-related materials can lead to significant fire exposure beyond that which is normally present and otherwise adequately protected. Large wind and hail losses have involved high value goods and equipment stored outdoors. Collapse losses also have occurred due to overloading of roof structural systems by new roofing materials and piled ballast rock. Rack collapse losses have resulted from overloading due to "temporary" storage of heavy construction-related materials and equipment.
- Ammonia refrigeration engine rooms, equipment and refrigerated spaces have experienced large losses due to mechanical failure and breaks, over-pressurization, piping and equipment mechanical impacts, explosions, fires involving combustible materials storage in these areas, spills and leaks. Ammonia leaks also will lead to large or even total food product loss due to contamination. Work on these systems and in these areas should only be completed by experienced and well qualified contractors or staff. Additionally, permanent or temporary ammonia detection should be provided prior to starting work in these areas if not already provided.
- Work in insulated coolers, freezers and cooled process spaces needs to be tightly controlled, well supervised and hot work needs to be prohibited or well controlled by use of the company's hot work control and permit program. Insulated and composite panel walls, ceilings and roofs present unique fire and smoke hazards which can lead to large losses. Hot work within these cooled and food safe spaces requires special attention and tight controls as specified in the Lakeside Foods hot work permit program.
- Construction trailers, sheds, temporary structures, wood products, concrete forms, pallets, roof insulation and covering materials, and other combustible storage must be well arranged and kept at least 50' from company buildings and yard equipment. Any deviations require operations staff approval.
- At a minimum, outside workers must comply with all company food safety standards and controls AND deviations or incidents must be immediately reported to local facility management. The company designee overseeing these efforts needs to be identified for contractor contact should something arise.
- Sprinkler system and control valve equipment locations need to be identified prior to the start of contractor work AND procedures for emergency valve closure/leak isolation need to be in place should sprinkler leakage or impact occur.
- If wet pipe sprinkler protection or process liquid systems are present where adequate building temperatures cannot be maintained, then temporary heat or other means to prevent system and equipment freeze-up need to be in place.
- As appropriate, contractor and other outsiders need to sign-in and out, AND adequate supervision and security need to be assured to control theft, vandalism and other behavioral issues associated with the presence of non-employees in unsupervised company space.

This document outlines the basic considerations and contractor controls which are now in place at all Lakeside Foods owned and leased facilities. It will be regularly reviewed and updated, and is open to your observations, comments and suggestions in order to improve its effectiveness. Please contact corporate safety and loss control with any questions or if you need assistance customizing this policy to meet specific facility needs.