

## POST'S TERMS AND CONDITIONS

("Terms and Conditions")

Effective December 1, 2023

These Terms and Conditions are incorporated into and made a part of any purchase order, service order, equipment order or other document referencing these Terms and Conditions (each an "Order") between Post Holdings, Inc. on behalf of itself or one or more of its subsidiaries or affiliates ("Purchaser") and the vendor or supplier named on an Order ("Supplier"). Supplier's performance or other acceptance of any request to supply goods, services, equipment or products (collectively, the "Products") may only be made on the terms and conditions set forth herein together with any other specifications or quality documents provided by Purchaser to Supplier prior to the date of an Order (collectively, "Agreement"). Any terms and conditions in Supplier's quotation, acknowledgement, invoice 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 Agreement without Purchaser's express written consent. Acceptance of Products delivered pursuant to an Order 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 may hereafter be revised, from time to time, by Purchaser. If revised, Purchaser will post the revised terms and conditions on the Purchaser's applicable website and will be effective as of the date stated at the top of such 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. Acceptance of Orders. Orders shall be accepted by Supplier upon its initiation of performance or upon its failure to provide a rejection notice within two business days of the placement of the Order, whichever is sooner. Orders for which Purchaser has received no rejection after two business days are deemed accepted.

2. Price and Payment Terms. Supplier will sell Products, including the provision of services, to Purchaser at the price stated in the Order ("Price"). If the Price listed in the Order is incorrect, Supplier must reject the Order by providing Purchaser with notice of rejection within two business days. Price shall include all amounts to be charged to Purchaser unless additional costs or charges are set forth on the face of the Order. Payment terms shall be net 75 days, and there shall be no charges to Purchaser for warehousing, storage, packing, or boxing, unless otherwise agreed upon at the time of purchase and reflected on the Order. Damage to any material not packed in a manner that ensures proper protection (including during the course of shipping and handling) will be charged to Supplier.

3. Delivery Schedule. Time is of the essence. 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 the Order ("Delivery Date"). If deliveries are not made by the Delivery Date, Purchaser may (a) request that Supplier ship the Products by means that will expedite delivery (cost of alternative means of shipment shall be borne by Supplier), or (b) cancel the Order in whole or in part and purchase comparable Products elsewhere, and/or (c) claim compensation for late delivery. If Purchaser cancels all or any part of the Order because of failure to meet a Delivery Date, Supplier shall be liable to Purchaser for any costs, damages or losses sustained by Purchaser, including cover costs. If any actual or potential circumstance is threatening to delay timely delivery, Supplier shall provide immediate written notice containing the soonest possible delivery date. Each shipping unit containing Product(s) must contain a packing list showing shipper's name, contents of package, order number, and complete tag item of Purchaser, if applicable.

4. Taxes. Unless otherwise provided in these Terms and Conditions, 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.

5. Warranties and Representations.

(a) Supplier warrants and represents that the Products to be supplied pursuant to each Order 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 applicable Laws (as such term is defined below); (f) produced using good manufacturing practices; and (h) suitable for human consumption if food or food ingredient products. Supplier shall comply with the terms of Purchaser's Supplier Expectations Manual.

- (b) Supplier 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.
  - (c) Supplier warrants and represents that any Products intended for human consumption or edible raw or finished materials (“Food Products”), as of the date of shipment or delivery, and whether made in connection with an Order or delivered to Purchaser at any time hereafter, 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 (“FSMA”) and any other Laws applicable to food; (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; (iii) adulterated or misbranded within the meaning of any Laws (then in effect) of any jurisdiction (including federal, state, provincial, territorial or local) to which such material is shipped; or (iv) a threat to health or human safety (collectively, the “Continuing Pure Food Warranties”). Supplier further warrants that any packaging or container used to package, ship or otherwise contain Food Products shall be appropriate for use with products intended for human consumption and shall not cause Food Products to violate the Continuing Pure Food Warranties.
  - (d) Supplier warrants and represents that all aspects of its performance under this Agreement, including all phases of the manufacturing process of the Products and the use of Products purchased, do 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 (collectively, “Laws”), including without limitation, the Federal Food Drug and Cosmetic Act, Occupational Safety and Health Act, the Foreign Corrupt Practices Act, and FSMA along with any record keeping obligations imposed thereunder. Supplier’s representation and warranty shall further include, without limitation, all anti-corruption, anti-bribery, data privacy, data protection and fair competition Laws that apply in any jurisdiction in which Supplier performs services or offers products for sale hereunder. Supplier further represents 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 in Canada.
  - (e) To the extent that Supplier is deemed to be a U.S. federal contractor or a covered subcontractor, it shall comply with all Laws and executive orders that apply to a Supplier of such status, whether or not they are specifically set forth herein.
  - (f) 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 import/export obligations, 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.
  - (g) All services provided by Supplier hereunder will be (i) satisfactorily performed to Purchaser’s specifications, drawings, samples, and any other description furnished to, furnished by 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. Supplier will re-execute, at its own cost and expense, any defective or unsatisfactory work or equipment that appears during progress or on completion of the work and will remedy and replace, at Supplier’s own cost and expense, any defects. All work will be at Supplier’s risk until it is accepted by Purchaser in writing. 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 or policy issued by Purchaser (a copy of which will be provided to the Supplier on request).
  - (h) All warranties made in these Terms and Conditions 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.
6. Inspection. At all times upon reasonable notice, Purchaser and its auditors shall have access to: (i) all information, documentation and reports related to the sale of Products to Supplier hereunder; and (ii) Supplier’s facilities used to manufacture, pack or hold Products or ingredients, including review of processes, controls and facilities related to the manufacture and storage of any Product or the Product’s ingredients.

7. Code of Conduct. Supplier shall comply with all aspects of Purchaser's Supplier Code of Conduct, available at: [www.postholdings.com](http://www.postholdings.com).

8. Acceptance and Rejection. Purchaser's acknowledgement of receipt of the Products will not constitute acceptance of such Products or acknowledgement of the quantity of Product shipped. Any acceptance is not valid if the Product contains hidden defects, latent defects, or any non-compliance with this Agreement not known to Purchaser. Purchaser may at any time reject or revoke acceptance of Product that does not comply with the terms of this Agreement. Upon rejection or revocation, Purchaser has the right, at its option, to require Supplier to (a) repair or replace, at Supplier's expense, including the cost of transportation; (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.

9. Recall. If a Product becomes subject to a voluntary or involuntary recall, recovery or market withdrawal ("Recall"), Supplier shall: (a) promptly give Purchaser advance notice that includes the full details of the Recall and any actions that it is legally obligated to take; and (b) assume responsibility and costs for implementing and complying with such Recall according to applicable Laws, including without limitation, costs arising from the return and/or replacement of such Products. To the extent a product offered for sale by Purchaser is affected by a recall, Purchaser shall have sole authority to determine the timing, scope and extent of any Recall, and Supplier shall cooperate and comply with all of Purchaser's policies and instructions regarding such Recall.

10. 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 Agreement; (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 Law. Losses incurred by Post for unplanned manufacturing line "down time" will be calculated using Post's average conversion cost per total number of pounds that Post would have produced on the impacted manufacturing line(s) but for Supplier failure. Post's conversion costs are the production costs that Post pays per pound of finished product produced.

(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 (a) procure for Purchaser a license to continue using the Product at no cost or delay to Supplier, (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 and reimburse Purchaser for any other damages associated with its inability to use the Product(s). The remedies provided in this Section are not exclusive and shall not preclude any other remedy available to Purchaser at Law or in equity.

(c) Supplier shall carry and maintain insurance coverage satisfactory to Purchaser to cover its obligations in this Agreement. Such insurance shall comply with the minimum limits set forth on Exhibit A (all amounts stated in U.S. dollars – local currency equivalents to apply). All such policies except Workers Compensation shall name Post Holdings, Inc., and all of its subsidiaries and affiliated 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. Supplier shall submit to Purchaser certificates of insurance showing proof of such coverage.

11. Intellectual Property. Each party shall remain the owner of intellectual property rights that are: (1) owned by the party prior to its relationship with the other party; and/or (2) created independently without reference to the intellectual property or confidential information of the other party and not pursuant to the direction or request of the other party (collectively, "Background IP"). Excluding Background IP, Purchaser shall solely own as works made for hire all: deliverables, designs, results, technical information, drawings, formulas, codes or other information, materials or intellectual property created by Supplier in response to Purchaser's request or pursuant to Purchaser's direction or specifications ("Works Made for Hire"). Works Made for Hire shall include, without limitation, modifications, improvements or adjustments to specifications or processes that are made specifically for

Purchaser as well as modifications to the intellectual property or confidential information of Purchaser. Supplier agrees to take all actions necessary to assign, transfer or otherwise confer upon Purchaser its entire interest in and to the Works Made for Hire. Supplier understands that Purchaser trade names, trademarks, service, marks, copyrights, designs and other intellectual property owned by Purchaser are valuable assets of Purchaser. Supplier will not sell or otherwise distribute products containing trademarks, trade names, copyrights, designs or other intellectual property of Purchaser to anyone other than Purchaser or one of its subsidiaries without Purchaser's prior written approval.

12. Delivery Terms. Unless otherwise provided on the face of the Order, prices and delivery are "F.O.B. Destination – Freight Prepaid." Unless otherwise provided on the face of the Order, title, risk of loss, damage or delay shall remain with Supplier until Purchaser's receipt and acceptance of the Products. 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.

13. Assignment. Supplier may not assign, delegate or subcontract (collectively "assign" or "Assignment") any of its obligations under an Order and may not assign any right to receive payment without Purchaser's written consent. Any Assignment without such prior written consent shall be null and void. Supplier shall remain liable for the performance of all obligations after an Assignment is made.

14. Cancellation. Purchaser may, at any time, terminate its Orders, 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 the Order, and cause its suppliers and subcontractors to stop work. Charges for any such termination of an Order shall be limited to actual nonrecoverable 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.

15. Force Majeure. In the event either party, through no fault of its own, is unable to perform hereunder due to circumstances beyond its reasonable control ("Force Majeure Event"), such nonperformance will be excused, provided that if any such event continues for more than 15 days, Purchaser may, at its option, cancel this Agreement 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. A Force Majeure Event shall include events that cannot be mitigated with advanced planning. Force Majeure Events shall not include raw material shortages, equipment failures, transportation interruptions or delays, strikes, work or labor shortages, or any other circumstances that could be avoided with proper advance mitigation and contingency planning.

16. Liens. Supplier will keep the premises and work free and clear of all mechanic's 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.

17. 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) Supplier will send to each labor union or a representative of workers with which Supplier 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) 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 Supplier's 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 Supplier's noncompliance with the equal opportunity clause of this Agreement or with any of such rules, regulations, or orders, this Agreement 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.

18. Confidentiality. Supplier shall keep in confidence and shall not, without Purchaser's prior written consent, originate any publicity or disclose to any third party information relating to: the existence of the relationship with Purchaser; information disclosed by Purchaser verbally or in writing, or garnered by Supplier through observation of Purchaser's facilities, purchasing practices or other interactions with Purchaser; the nature of the services performed and Products delivered under this Agreement; and any designs, specifications or other information supplied by, or on behalf of, Purchaser ("Confidential Information"). Confidential Information shall not include information that: (i) was already in Supplier's possession prior to Purchaser's disclosure and maintained without any obligation of confidentiality; (ii) is independently developed by individuals who had no knowledge of or access to the Confidential Information; or (iii) becomes publicly available without breach of this Agreement by Supplier. To the extent a disclosure of Confidential Information is required by Law, Supplier shall provide Purchaser prompt written notice prior to any disclosure. Upon the termination of Supplier's relationship with Purchaser, or at any time upon Purchaser's request, Supplier shall destroy or return all Confidential Information in its possession.

19. Limitations on Liability. There shall be no limitation on Supplier's liability to Purchaser or on any right afforded to Purchaser hereunder unless such limitation is reflected in a writing signed by both parties. For the avoidance of doubt, there shall be no "cap" or upward limitation on the amount of damages that Purchaser may recover or pursue. Purchaser's ability to recover shall not be limited by the purchase price or the amount of fees paid to Supplier. Supplier warranties shall have no ability to limit Supplier's liability hereunder. Purchaser shall maintain the right to demand the repair, replacement or reimbursement of damages for a breach hereof, and nothing in this or any subsequent document shall limit these rights, unless such limitation is reflected in a writing signed by both parties.

20. Miscellaneous.

(a) This Agreement 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. The laws of the State of Missouri will govern this Agreement. Supplier consents and submits to the exclusive jurisdiction of the state or federal courts in the State of Missouri with respect to any action arising hereunder.

(b) This Agreement and the attachments and documents incorporated herein or referred to on the face of an Order 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, with the exception of Negotiated Contracts. "Negotiated Contracts" shall mean contractual arrangements that reflect the formal signature of both parties. Negotiated Contracts do not include email exchanges. If there is any conflict between this Agreement and the terms of a Negotiated Contract, the terms of the Negotiated Contract shall govern. If there is any conflict between this Agreement and the terms of sales, acknowledgement of other confirmatory document prepared by Supplier ("Supplier Terms"), the terms of this Agreement shall govern. Purchaser rejects any and all Supplier Terms. No modification, amendment, expansion or waiver of any term or condition hereof shall be effective unless set forth in writing signed by Purchaser and Supplier.

(c) Purchaser's failure to insist, in one or more instances, upon the performance of any term(s) in this Agreement 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) Purchaser shall have, in addition to the rights and remedies set forth herein, all remedies provided at Law or in equity. Purchaser's remedies afforded in this Agreement are not exclusive. The exercise, or failure to exercise, any right or remedy shall not preclude or waive any right or remedy available to Purchaser. The invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other of its provisions.



### 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](mailto: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
<b>NOTE: Limit requirements may be met with a combination of underlying and umbrella policies.</b>						
Pollution (EIL) or Professional Liability (E&O)		<b>Pollution (Environmental Liability):</b> \$5,000,000 per incident	<b>Professional Liability (E&amp;O):</b> If Doctor, Hospital, or Medical Provider: \$1M Per Claim & \$3M Aggregate; retro date prior to start date of work.	<b>Professional Liability (E&amp;O):</b> If Architect, Engineer, Surveyor, Designer, Lawyer: \$1M Per Claim & \$3M Aggregate; retro date prior to start date of work.	<b>Professional Liability (E&amp;O):</b> E&O Policy with \$1M Per Claim & \$3M Aggregate; <b>Web Design: Cyber Liability, \$5M Per Claim &amp; \$5M Aggregate.</b> Retro date prior to start date, both coverages.	N/A
Product Recall or Product Contamination		N/A	For <b>Ingredient Suppliers</b> , program must include <b>Product Recall and Contamination</b> 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](mailto:RiskManagement@postholdings.com)

		Category I	Category II	Category III	Category IV	Category V
<b>Supplier Type:</b>		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
<b>Examples:</b>		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
<b>General Liability Minimum Acceptable Levels</b>	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
<b>Automobile Liability - Symbol 1, Any Auto, Combined Single Limit</b>		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
<b>Umbrella</b>		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
<b>NOTE: Limit requirements may be met with a combination of underlying and umbrella policies.</b>						
<b>Pollution (EIL) or Professional Liability (E&amp;O)</b>		<b>Pollution (Environmental Liability):</b> CAD 5,000,000 per incident	<b>Professional Liability (E&amp;O):</b> If Doctor, Hospital, or Medical Provider: CAD 1M Per Claim & CAD 3M Aggregate; retro date prior to start date of work.	<b>Professional Liability (E&amp;O):</b> If Architect, Engineer, Surveyor, Designer, Lawyer: CAD 1M Per Claim & CAD 3M Aggregate; retro date prior to start date of work.	<b>Professional Liability (E&amp;O):</b> E&O Policy with CAD 1M Per Claim & CAD 3M Aggregate; <b>Web Design: Cyber Liability, CAD 5M Per Claim &amp; CAD 5M Aggregate.</b> Retro date prior to start date, both coverages.	N/A
<b>Product Recall or Product Contamination</b>		N/A	For <b>Ingredient Suppliers</b> , program must include <b>Product Recall and Contamination</b> coverage that includes Third Party Liability coverage with a limit no less than CAD 5M per Occurrence, CAD 5M Aggregate.	N/A	<b>For those providing packaging materials:</b> 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 licensed to do business in Canada