

**FOOD ADDENDUM  
TO MASTER PURCHASE AGREEMENT**

This Addendum to the Master Purchase Agreement between \_\_\_\_\_ (“Vendor”) and Williams-Sonoma, Inc. (“WSI”) dated \_\_\_\_\_, \_\_\_\_ (the “Agreement”) shall serve to modify such Agreement as detailed below. All provisions not expressly modified below shall remain in full force and effect.

The following language shall be added to and become part of the Agreement.

1. Vendor will not provide any food that has been adulterated, contaminated, or is otherwise not suitable for human or animal consumption, as applicable.
2. Vendor will comply with all applicable food laws, including requirements related to the manufacture, packaging, labeling, distribution, or sale of food wherever the products may be sold.
  - a. For products that may be sold in the United States, such laws and regulations include, but are not limited to, U.S. federal, state, and local laws and regulations, including relevant provisions of 21 C.F.R. Subchapters B and E (for example, ***Current Good Manufacturing Practice in Manufacturing, Packing or Holding Human Food*** set forth in 21 C.F.R. Part 110, and ***Substances Prohibited from Use in Animal Food or Feed*** in 21 C.F.R. Part 589).
  - b. For products that may be sold in the European Union, such laws and regulations include, but are not limited to: Regulation (EC) 178/2002 (General Food Law), Regulation (EC) 852/2004 (hygiene and foodstuffs), and if supplying animal products, Regulation (EC) 853/2004 and Regulation (EC) 254/2004.
3. In addition to complying with all applicable laws and regulations:
  - a. Vendor will ensure that its personnel are healthy and comply with hygienic best practices while on duty to protect against contamination of food;
  - b. Vendor will maintain its facilities and equipment, including employing appropriate sanitation processes and controls, to ensure that the food produced is suitable for human or animal consumption, as applicable;
  - c. Raw materials used in food production will be inspected and segregated to ensure they are clean and suitable for processing, maintained at appropriate temperatures and stored under conditions to protect against contamination and deterioration; and
  - d. Storage and transportation of finished food shall be under conditions that will protect food against physical, chemical and microbial contamination and deterioration of the food or container.
4. Vendor will obtain and maintain all permits, licenses, registrations, and certifications required to produce, manufacture, or distribute food in every jurisdiction, country, or locality required. Vendor will maintain current copies of, and will produce within 48 hours of request:
  - a. any permits, licenses and inspection reports issued by any government agency, including USDA certification for all vendors of meat and meat products;

- b. a copy of its registration filed with FDA as required by the Bioterrorism Act of 2002;
  - c. Copies of any test reports for the product sold to WSI.
5. In addition to maintaining adequate insurance as provided in the Agreement, Vendor will provide WSI with a current certificate of insurance naming WSI and its officers, directors, employees, representatives and subsidiaries as “Additional Insureds”, and will provide an updated certificate annually upon expiration.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Addendum:

WILLIAMS-SONOMA, INC.

[VENDOR]

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

Addresses for Notices (WSI):

3250 Van Ness Avenue  
 San Francisco, CA 94109  
 Attn: Legal Department

Addresses for Notices (Vendor):

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