

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-19-2000
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name PURPLE ONION PRODUCTS, INC. Execution Date 02/24/00
Month Day Year

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization ILLINOIS

Receiving Party

Mark if additional names of receiving parties attached

Name TREE OF LIFE, INC.

DBA/AKA/TA LIBERTY RICHTER

Composed of _____

Address (line 1) 400 LYSTER AVENUE, SADDLE BROOK, NEW JERSEY 07663

Address (line 2) _____

Address (line 3) _____

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

05/18/2000 DNGUYEN 00000272 200052 2031827

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 108, Washington, DC 20540

REEL: 002075 FRAME: 0800

FORM PTO-1618D
Expires 09/30/99
OMB 0831-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name MR. JOHN MCLENNAN, DIVISION VICE PRESIDENT - FINANCE

Address (line 1) 400 LYSTER AVENUE, SADDLE BROOK, NEW JERSEY 07663-5910

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address Area Code and Telephone Number (904) 354-2050

Name MICHAEL E. GOODBREAD, JR.

Address (line 1) P.O. BOX 59, JACKSONVILLE, FLORIDA 32201

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 8

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>2,031,827</u>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 10.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 20-0052

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

TREE OF LIFE, INC. d/b/a Liberty Richter
JOHN MCLENNAN By: John McLennan III
Name of Person Signing Signature

FEBRUARY 15, 2001
Date Signed

Its Division Vice President - Finance

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and entered into this 24th day of February, 2000, by and between PURPLE ONION PRODUCTS, INC., an Illinois corporation ("Seller"), with an address of 860 North Lakeshore Drive, Apt. 24-K, Chicago, Illinois 60611, and TREE OF LIFE, INC., a Delaware corporation, trading as Liberty Richter, ("Buyer"), with an address of 400 Lyster Avenue, Saddle Brook, NJ 07663.

WITNESSETH:

WHEREAS, Seller has ceased its business activities and is winding up its business affairs and liquidating its assets. Prior to ceasing its business activities, Seller was engaged in the business of distributing packaged pasta consumer products. Seller, as part of its liquidation and winding up process, desires to sell to Buyer all of its right, title and interest in those certain assets and rights identified and described in Section 2 below upon the terms and conditions set forth herein.

WHEREAS, Buyer desires to purchase such assets and rights from Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. As payment in full for its purchase of those certain assets of Seller identified and described in Section 2 below, Buyer shall pay the sum of Thirty Five Thousand Dollars (\$35,000) (the "Purchase Price") to Seller in the form of immediately available funds by wire transfer into the Seller's bank account in accordance with wiring instructions provided to Buyer.

2. Seller does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, and TRANSFER to Buyer, in their "as is, where is" condition, without recourse of any kind against Seller, all of Seller's right, title and interest in the following assets of Seller:

- a. That certain inventory of raw materials as listed and identified in the Crest Foods 10/1/99 physical inventory, a copy of which is attached hereto as **Exhibit A** and incorporated herein. Buyer is responsible for taking possession of said raw materials, now being warehoused with Crest Foods at 1883 Illinois Route 38 West, Ashton, Illinois 61006.
- b. Formulas for the following pasta products of Seller:
 - i. Basil Pesto with Vermicelli
 - ii. Sun Drenched Tomato Pesto with Penne
 - iii. Porcini Mushroom Pesto with Fusilli
 - iv. Sweet Pepper Pesto with Capellini
 - v. Mediterranean Olive Pesto with Penne

- c. That certain Sales Agreement by and between Seller and SupHerb Farms dated February 4, 1999 (the "SupHerb Farms Agreement"), a copy of which is attached hereto as **Exhibit B** and incorporated herein.
- d. The trademark "Bella Pronto", which is a registered trademark with the U.S. Patent and Trademark Office, Registration Number 2,031,827, together with all common law rights thereto and all goodwill associated therewith, if any.
- e. The tradename "Purple Onion" which is used in connection with the Seller's products but is not registered. Buyer acknowledges that there may be other businesses, including but not limited to food industry firms, that use the same or a similar tradename in connection with their businesses.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, EXCEPT AS SET FORTH IN PARAGRAPH 6 HEREOF, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ABOVE-DESCRIBED ASSETS, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES AS TO MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN. THE ABOVE-DESCRIBED ASSETS ARE SOLD AND TRANSFERRED "AS IS, WHERE IS" WITHOUT RECOURSE OF ANY KIND AGAINST SELLER. NOTWITHSTANDING THE FOREGOING, SELLER BELIEVES THE INVENTORY OF RAW MATERIALS REFERENCED IN SECTION 1(a), IN RELIANCE UPON THE MANUFACTURER, TO BE MERCHANTABLE AND FIT FOR ITS PACKAGED PASTA CONSUMER PRODUCTS.

3. Buyer hereby assumes all obligations and duties of Seller under the SupHerb Farms Agreement arising or to be performed on or after the date hereof and agrees to observe and perform all of the terms of the SupHerb Farms Agreement, and shall do no thing which would place Buyer or Seller in default thereunder. Notwithstanding anything to the contrary herein, Buyer does not assume any obligations, liabilities, or duties of Seller under the SupHerb Farms Agreement which arise from a breach by Seller of any agreement, covenant, obligation, or duty under the terms of the SupHerb Farms Agreement or any other liability or obligation resulting from a default by Seller prior to the date hereof.

4. Buyer hereby accepts and takes delivery, transfer and assignment of, as the case may be, the above-described assets of Seller, in their "as is, where is" condition, without recourse of any kind against Seller. Buyer has made such examination, review and investigation of this transaction necessary to evaluate the assets being purchased hereunder, and understands that the sale of said assets is without recourse to Seller. Buyer acknowledges that Seller intends to file Articles of Dissolution pursuant to the Illinois Business Corporation Act following the Closing, and that this transaction is part of its liquidation and winding up process.

5. Buyer shall pay all sales taxes, if any, imposed on the sale and transfer of the assets acquired hereby by Buyer, and Buyer hereby agrees to indemnify and save Seller harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever which relate to such sales taxes so imposed.

6. Seller hereby represents and warrants to Buyer, to the best of its information, knowledge and belief, as follows:

a. Organization and Qualification. Seller is a corporation organized, validly existing and in good standing under the laws of the State of Illinois with full power to own the above-described assets and to enter into this Bill of Sale.

b. Authority. The execution, delivery, and performance of this Bill of Sale by Seller has been authorized and approved by all necessary corporate action on the part of Seller's shareholders and Seller's board of directors, and does not conflict with, or cause a breach of, or constitute an event of default (with or without the giving of notice, the lapse of time, or both) under any agreement concerning the assets to be sold, conveyed, and assigned hereunder.

c. Title to Assets. Seller is the sole and exclusive owner of the inventory of raw materials described on Exhibit A, free and clear of all liens, claims, security interests, or other encumbrances of any nature whatsoever, none of which are subject to any agreement which may vest title in any third party. Notwithstanding anything to the contrary herein, Seller makes no representation or warranty with respect to any of the above-described assets, including but not limited to the inventory of raw materials described on Exhibit A, and Buyer accepts same in "as is, where is" condition.

d. Absence of Litigation. There are no suits, governmental proceedings, or litigation pending or threatened before any court, tribunal, arbitrator, or governmental agency against Seller that might materially affect the above-described assets.

e. No Breach of Existing Contract or Violation of Law. Neither the execution of this Bill of Sale, nor the consummation of the transactions contemplated hereby, shall result in a breach of, or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party, or violate any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body.

7. Buyer hereby represents and warrants to Seller, to the best of its information, knowledge and belief, as follows:

a. Organization and Qualification. Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Delaware with full power to purchase the above-described assets and to carry on its business as now conducted.

b. Authority. The execution, delivery, and performance of this Bill of Sale by Buyer has been authorized and approved by all necessary corporate action on the part of Buyer's shareholders and Buyer's board of directors.

c. No Breach of Existing Contract or Violation of Law. Neither the execution of this Bill of Sale, nor the consummation of the transactions contemplated hereby,

shall result in a breach of, or constitute a default under any agreement, document, instrument, or other obligation to which Buyer is a party, or violate any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body.

8. From time to time after the date hereof, Seller will, without further consideration, execute and deliver such other instruments of conveyance and transfer, and take such other actions, as Buyer may reasonably request to more effectively convey and transfer to Buyer any of the assets purchased hereunder.


9. This Bill of Sale shall be construed in accordance with and governed by the laws of the State of Illinois and the laws of the United States of America applicable to transactions within the State of Illinois.

10. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed under seal by their duly authorized officers, all as of the date and year first above mentioned.

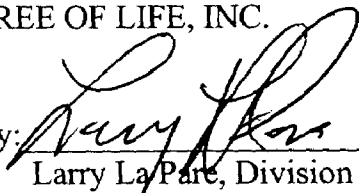
SELLER:

PURPLE ONION PRODUCTS, INC.

By: 
Ann L. McBeth, President

BUYER:

TREE OF LIFE, INC.

By: 
Larry LaPere, Division President

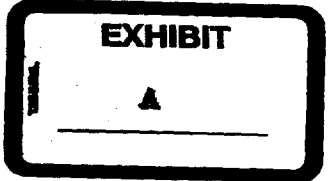
10/01/99

MONTHLY INVENTORY REPORT FOR PURPLE ONION PRODUCT

(ICR001)

PAGE 1

LINE	DESCRIPTION	U/M	OPENING INVENTORY	RECEIPTS	TRANSFER DESTROY	USAGE TO BLEND	ON HOLD	SALES	ADJ.	ENDING BALANCE	% ADJUST
2	SUGAR-WHITE GRANULATED	LB	17	0	0	0	0	0	0	17	0
2	POP200100	LB									
2	SALT-ALBIDGE 41028	LB	23	0	0	0	0	0	0	23	0
2	POP200101	LB									
2	SALT-440W WHITE 4040-1	LB	32	0	0	0	0	0	0	32	0
2	POP200102	LB									
2	BROWN RED PEPPER 44230020-46	LB	67	0	0	0	0	0	0	67	0
2	POP200103	LB									
2	BROWN RED PEPPER 44230020-46	LB	10	0	0	0	0	0	0	10	0
2	POP200105	LB									
2	POTATO POWDER SPRAY-DRYED	LB	44	0	0	0	0	0	0	44	0
2	POP200106	LB									
2	PECAN MEAL FANCY BAK 051000	LB	23	0	0	0	0	0	23	0	0
2	POP200109	LB									
2	PANACOND 7-DR 00 0000 00	LB	180	0	0	0	0	0	11	179	0
2	POP200110	LB									
2	DRILL DRUMS 4-CELL 0000	LB	16	0	0	0	0	0	0	16	0
2	POP200111	LB									
2	PESTS 4-CELL	LB	11	0	0	0	0	0	0	11	0
2	POP200112	LB									
2	CHICKEN FLAVOR 0000 0000	LB	20	0	0	0	0	0	0	20	0
2	POP200113	LB									
2	OREGANO 0000 0000 0000	LB	0	0	0	0	0	0	0	0	0
2	POP200114	LB									
2	BLK PEPPER 0000 0000 0000	LB	1	0	0	0	0	0	0	1	0
2	POP200116	LB									
2	SAVORY GROUND 014000000	LB	14	0	0	0	0	0	0	14	0
2	POP200117	LB									
2	PARCHI POWDER 026/40 0000	LB	0	0	0	0	0	0	20	20	0
2	POP200118	LB									
2	BLACK OLIVES 1/4" 00000 0000	LB	5	0	0	0	0	0	0	5	0
2	POP200119	LB									
2	OREGANO, WHOLE LEAF, 014000000	LB	1	0	0	0	0	0	0	1	0
2	POP200121	LB									
2	SHIPPED GEMMA 6 FLAVORS	EA	3,740	0	0	0	0	0	0	3,740	0
2	POP310001	EA									



10/01/99

MONTHLY INVENTORY REPORT FOR PURPLE ONION PRODUCE

(ICR001)

PAGE 2

WHSE	DESCRIPTION	U/M	OPENING INVENTORY	RECEIPTS	TRANSFER DESTROY	USAGE TO BLEND	ON HOLD	SALES	ADJ.	ENDING BALANCE	% ADJUST
7	SHIPPER FOR 48 CT DISPLAY PCP311002	EA	50	0	0	0	0	0	0	50	0
2	CARTON SUCET PEPPER-CAPELLATO POP32002	EA	12,250	0	0	0	0	0	0	12,250	0
2	CARTON PORCINI MUSHROOMS POP32003	EA	9,800	0	0	0	0	0	0	9,800	0
2	CARTON TOMATO-PENNE POP32004	EA	16,000	0	0	0	0	0	0	16,000	0
2	CARTON WESTERN MEX BLK OLIVE POP32005	EA	2,000	0	0	0	0	0	0	2,000	0
2	CTN-PORCINI MUSHROOMS (TRATTORIA) POP32006	EA	2,250	0	0	0	0	0	0	2,250	0
2	RES 10.75 MATRONS PEN STOCK POP38001	LF	119,245	0	0	0	0	0	0	119,245	0
2	RES 10.75 DEARBORN POUCH STOCK POP39002	LF	99,000	0	0	0	0	0	0	99,000	0
2	SHIPPER FOR 48 CT DISPLAY POP39001	EA	40	0	0	0	0	0	0	40	0
2	POUCHES DANDELION PASTA POP43001	EA	200	0	0	0	0	0	0	200	0
2	POUCHES DANDELION PASTA POP43002	EA	7,000	0	0	0	0	0	0	7,000	0
2	PENS AND BLUVE DEARBORN PCH POP660724015	EA	1,200	0	0	0	0	0	0	1,200	0
2	PENS DANDELION PASTA DEARBORN POP660724016	EA	6,200	0	0	0	0	0	0	6,200	0
2	PENS PORCINI SAUCE POUCHES POP660724026	EA	6,960	0	0	0	0	0	0	6,960	0
2	PENS TOMATO D'PERNE POUCHES POP660724036	EA	1,620	0	0	0	0	0	0	1,620	0

Oct 27 99 02:35P

Chicago West Sales CO.

830-513-0385

P. 1

Oct 27 99 02:55P

Supherb Farms

209-633-3644

P. 1

Sup Herb

ENTERED

SALES AGREEMENT

Date 2/4/99

Chicago West Sales
11445 S. KENYON AVE.
CHICAGO, IL 60643

Supherb Farms agrees to ship and

Customer Name ROBERT ORTON
Address 300 N. MICHIGAN AVE.
CHICAGO, IL 60611

ATTN: CAROLYN BRUNELLI

Post-It Fax Note	7671	Date	10/27/99	Page	2
To	<u>Carolyn Brunelli</u>	From	<u>Chris Anderson</u>		
Co./Dept.		Co.	<u>Chicago West Sales</u>		
Phone #		Phone	<u>830-513-0008</u>		
Fax #	<u>312/335-1487</u>	Fax			

Sorry for the Delay.

Agrees to purchase the following merchandise:

NO. PKGS.	PACK	DESCRIPTION	TOTAL LBS.	PRICE
10	20 lb	FD GROUND BASIL (12-150-1400)	2000	\$2.25/lb
80	20 lb	FD PESTO WITH CHEESE (12-910-0000)	16000	\$1.50/lb

Term of this agreement effective from 10/27/99 to 12/31/99

Payment terms: Net 30

Customer P.O. #

Sales Person CHICAGO WEST SALES

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE HEREOF.

Accepted for customer *Carolyn Brunelli* 2/10/99

Accepted for Supherb Farms *Chris Anderson VP - Finance* 2/22/99

WHITE—Customer • CANARY—Supherb Farms • PINK—Sales Person • GOLD—Broker



SECRET

TERMS AND CONDITIONS OF CONTRACT

SECRET

1. **PAYMENT.** All amounts payable hereunder shall be paid in cash at location indicated on Seller's invoice. Seller shall not be required to proceed with performance of Buyer's order while Buyer is in default under this or any other contract with Seller or upon the suspension of business, insolvency or liquidation of Buyer or the commencement of any proceeding under any bankruptcy law by or against Buyer. Seller may recover for each shipment hereunder as a separate transaction without reference to any other shipment.

2. **DELIVERIES.** Buyer shall give Seller reasonable notice of the quantity to be shipped during the delivery period and, when requested by Seller, shall furnish Seller with a schedule of shipments satisfactory to Seller to be made during the delivery period.

3. **QUANTITY ORDERED DISCREPANCIES.** At Seller's option, Buyer will be responsible for quantities contracted and not actually ordered if discrepancies are not reported within the estimated schedule. Seller may curtail or suspend shipments if no schedule is stated, then based upon deliveries during the first three months of the agreement. Seller shall have the option to reduce pro-rata any undelivered balance. If total contract amount is ordered by Buyer during the first six months of the term of contract, Seller may increase quantity to be delivered during the term of the contract or negotiate new contract, at Seller's option.

4. **WARRANTIES.** Seller hereby warrants that the products delivered to Buyer by Seller shall conform to the written published specifications of Seller, if any. Seller's sole obligation under this warranty is limited to replacing any portion of the products which, upon examination by Seller, shall not conform to the contract or, at Seller's option, to make a refund to Buyer of the purchase price for such nonconforming portion. Seller also warrants that none of the articles of food sold hereunder, at time of shipment, will be adulterated within the meaning of the Federal Food, Drug and Cosmetic Act, as amended. Seller does not warrant against such products becoming adulterated or misbranded within the meaning of the Act or otherwise after shipment. If products are shipped under Buyer's labels, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the products to conform to the label furnished by Buyer. Products shipped unlabeled to Buyer shall be subject only to warranty against adulteration. **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller shall not be liable to Buyer for any consequential or special damages.

5. **PERFORMANCE.** If any contingency beyond the reasonable control of Seller occurs, such as, without limitation, acts of God, bad weather, shortages of or inability to obtain raw

material, utilities, fuel, transportation, floods, epidemics, or other casualties, civil disturbances, insurrection, or riots, strikes, compliance with any federal, state or local law, order or regulation, fires, accident, strikes or other labor disturbances, war, insurrection, rebellion, war preparation, any civil or military governmental interference, crop failure or lack of crop delivery in whole or part, (including delays of any supplier due to any of the above contingencies), and such event causes a delay or failure of performance by Seller or interferes with or adversely affects production, cost of production or source of supply of the goods hereinabove described, Seller shall be excused from performance of all or any part of this contract, and deliveries hereunder shall be either canceled or reduced or allocated in amount as determined by Seller.

6. **WEIGHT CERTIFICATION.** Weigher's certificate at time of shipment shall be accepted by Buyer as correct and the Seller will not be held liable for shortage of weight in transit.

7. **TITLE.** Title and risk of loss of products sold hereunder shall pass to Buyer upon Seller's delivery to carrier at point of shipment designated by Seller.

8. **DUTIES AND TAXES.** In the event of any change of domestic or foreign import and/or export duties on, or in the event of the imposition of any domestic or foreign tax upon, or affecting the cost of production of the products, or any article or material entering into their production, or the enactment of any law or issuance of any order, rule or regulation by any government or governmental body, department or agency whatsoever affecting such cost, the Seller may, at its option, increase or decrease the contract price accordingly. Any increase in transportation rate shall be paid by the Buyer.

9. **CLAIMS.** Failure to give notice of claim within ten (10) days after Buyer's receipt of the products shall constitute a waiver by Buyer of the claim.

10. **ASSIGNMENT.** This contract is not assignable by Buyer without the prior written consent of Seller.

11. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties in respect to this transaction, and supersedes any other agreement or understanding, be it oral or written, unless signed by both parties and no modification of this contract shall be valid unless signed by both parties. Any purchase order or other form submitted by Buyer constituting additional or different terms and conditions.

12. **ENERGY SURCHARGES.** Seller reserves the right to impose energy surcharges if conditions warrant.