

## NOTICE

THE FOLLOWING TERMS APPLY TO ALL SALES IN THE UNITED STATES, CANADA AND MEXICO.

1. JBS USA, LLC guarantees that, as of the date of shipment or delivery, products supplied by JBS USA, LLC (i) are not "adulterated" or "misbranded" as such terms are specially defined in the Federal Meat Inspection Act, as amended (the "Act"), and (ii) are not an article which is prohibited from introduction into interstate comers as described under Part 302 or Part 325 of the Act. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT, WHETHER ARISING OUT OF BEACH OF CONTRACT, WARRANTY OR TORT(INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY OR OTHERWISE SHALL JBS USA, LLC BE LIABLE TO CUSTOMERS, OR TO CUSTOMS OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY LOSS OFBUSINESS, LOST PROFITS, BUSINESS INTERRRUPTION OR OTHER IN DIRECTCONSQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT BOTH LIMITED TO DAMAGE TO EQUIPMENT COST OF CAPITAL, COST OF SUBSTITUTED PRODUCTS OR DOWN-TIME COSTS) CUSTOMER ASSUMES ALL OTHER RISKS AND LIABILITES FOR ANY LOSS DAMAGE OR INJURY TO PERSONS RESULTING FROM THE USE OR SUSEQUENT SALE OF PRODUCTS EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS, CUSTOMERS EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HEREUNDER ARE CUSTOMERS SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OR CUSTOMER ARISING UNDER THIS CONTRACT.**
2. Before or upon tender of delivery of goods, customer will provide immediate telephone notification to JBS USA, LLC of any alleged nonconformity, including any off-condition product, shortage or any other discrepancy or situation which would impair the value of the goods or justify payment of less than the amount billed. This notification will be made to the JBS USA, LLC (Omaha, NE) contact number (402) 731-3370, if not contacted the customer accepts the goods as confirming in all ways to the contract of sale and will submit to JBS USA, LLC full payment therefore on or before the agreed upon date.
3. Within seven days after such notification and compliance with the conditions outlined in the JBS USA, LLC claims policy, customer will send a detailed written confirmation thereof and will attach all documents relevant thereto . All correspondence and documents should be addressed to: JBS USA, LLC, 3435 Gomez Avenue, Omaha, Nebraska 68107
4. Any payment for less than the billed amount must be authorized by the JBS USA, LLC in advance by assignment of claim number. The assignment of a claim number to customer by the JBS USA, LLC claims department or acceptance by JBS USA, LLC of a partial payment from customer shall not constitute final approval of customers claim or be a waiver of any of customer obligations to JBS USA, LLC
5. All remittances should be submitted according to invoice terms.
6. The customer's purchase orders number set forth above is utilized solely for the customer's convenience and internal business records. The use of this purchase order number does not indicate any acceptance by JBS USA, LLC of the terms and conditions contained in the customers purchase order form. Any statement made on any purchase order or similar document, which is not specially approved or acknowledged in writing by JBS USA, LLC, is expressly rejected and will not be considered as part of the actual sale agreement made between JBS USA, LLC and the customer.

The terms of this invoice shall be governed and constructed in accordance with the laws of the State of Colorado, and any litigation or arbitration shall be conducted within said state.