

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

1. JBS USA Food Company (“JBS”) guarantees that, as of the date of shipment or delivery, products supplied by JBS (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 SRTICT LIABILITY OR THE OTHERWISE SHALL JBS LIABLE TO CUSTOMERS, OR TO CUSTOMS OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION OR OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARRY 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 LIABILITIES FOR ANY LOSS DAMAGE OR INJURY TO PERSONS RESULTING FROM THE USE OR SEQUENT 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 of any alleged nonconformity, including any off-condition product, shortage or any discrepancy or situation which would impair the value of the goods or justify payment of less than the amount billed.

Such notification to JBS shall be made to:

- Beef Claims Department at 1-800-978-9777; or
  - Pork Claims Department at 1-888-201-2313; or
  - Plumrose Claims Department at 1-732-624-4040 ext 1333; or
  - to the applicable foreign office representative. If notice is not so made and conditions outlined in the JBS claim’s policy (available upon request) have not been met, then customer accepts the goods as is, confirming in all ways to the contract of sale and will submit to JBS full payment therefore on or before the agreed upon date.
3. Within two days of notification and receipt of a claim tracking number, customer will provide all relevant documentation needed or requested for the claim to the appropriate claims representative.

4. Any payment for less than the billed amount must be authorized by JBS Claims Department. The assignment of a claim tracking number by the JBS Claims Department, or acceptance by JBS of a partial payment from the customer should not constitute final approval of customer's claim or be a waiver of any of customer's obligations or JBS's rights.
5. All remittances should be submitted according to invoice terms.
6. The customer's purchase order numbers set forth on any applicable purchase order or invoice 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 of the terms and conditions contained in the customer's purchase order form. Any statement made on any purchase order or similar document which is not specially approved or acknowledged in writing by JBS is expressly rejected and will not be considered as part of the actual sale agreement made between JBS and customer.

These terms 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.