

JBS USA FOOD COMPANY PURCHASE ORDER TERMS

The following purchase order terms and conditions (these “Purchase Terms”) shall apply when JBS USA Food Company, Pilgrim’s Pride Corporation, or any of their affiliates or subsidiaries (“Company”), is purchasing goods (“Goods”) and/or services (“Services”) from a Vendor (“Vendor”) pursuant to a purchase order (“Order”) issued by Company to the Vendor.

1. INTERPRETATION OF TERMS.

- 1.1 Vendor Terms Excluded.** Acceptance of any Order by Vendor is limited to acceptance of these express Purchase Terms. Company hereby notifies Vendor in advance that Company objects to any terms and conditions included with Vendor’s quotation, invoice or other document which are additional to or different than the terms of this Order, and none of such additional or different terms shall be part of the contract between Vendor and Company, unless specifically accepted by Company in writing. Company’s acceptance of, or payment for, Goods or Services will not constitute acknowledgement or acceptance of the Vendor’s conditions of sale.
- 1.2 Order of Precedence.** If a provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless the provision of the Order specifies characteristics, quantities, prices, delivery times, or other similar commercial terms for Goods or Services to be provided under that Order. These Purchase Terms shall not apply to the extent they (i) conflict with an applicable master agreement between Vendor and Company or (ii) contain less favorable terms for Company as compared to terms in the applicable Order.
- 1.3 Acceptance.** The Order shall be irrevocably accepted by Vendor upon the earlier of (i) Vendor's issuance of any acceptance or acknowledgement of the Order; or (ii) Vendor's commencement of the work called for by the Order in any manner.
- 1.4 Changes.**
- 1.4.1 Company Changes.** Company shall have the right at any time to make changes to the terms of the Order, including but not limited to, drawings, designs, specifications, payment methods, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of an Order, an equitable adjustment will be made and the applicable Order shall be modified in writing accordingly. Vendor agrees to accept any such changes to any Order or decline such changes promptly in writing.
- 1.4.2 Vendor Changes.** Vendor shall notify Company in writing in advance of any and all (i) changes to the specifications or composition of the Goods or Services; (ii) process changes; (iii) plant, equipment, or tooling changes or moves; (iv) transfer of any work under the Order to another site; and (v) sub-vendor changes, and no such change shall occur until Company has approved such change in writing.

2. PRICE AND WARRANTY.

- 2.1 Price.** The price of the Goods or Services shall be as stated in the Order and, unless otherwise agreed in writing by Company, shall be inclusive of all other charges, including but not limited to customs, duties, all sales, use, excise and property taxes, shipping, packaging, boxing,

crating, labeling, storage, insurance, and any other similar charges. In the event a price is not contained in an Order, Company must be notified of the price and its written acceptance obtained before Vendor accepts such Order. No additional costs, fees, surcharges, or expenses of any kind shall be added to the Order without the advance written consent of Company. Company shall not be responsible for any amount above the total amount expressly stated in the Order.

- 2.2 Price Warranty.** Vendor warrants the pricing for the Goods or Services shall not exceed the pricing for the same or comparable goods or services offered by Vendor to any third party.

3. PAYMENT, INVOICE, AND SET OFF.

- 3.1 Invoice Payment.** Company agrees to pay Vendor such fees (“Fees”) as may be specified in the Order executed by the parties. Company acknowledges and agrees that it shall be responsible for paying to any state or local taxing authority any sales or use taxes due on the Fees paid for the Services provided hereunder.

3.1.1 Terms. All invoices must have a valid 10-digit Purchase Order Number in the header of the invoice. Failure to follow any of the aforementioned instructions shall be considered a material breach of this Agreement, and may result in delayed payment for which Company shall not be liable. With the exception of any fees disputed in good faith, the invoice payment terms for the purchase orders placed hereunder shall be, at Company’s option, either 2% net forty-five (45) days or net sixty-five (65) days from receipt of invoice. These payment terms may differ in the event Vendor participates in Company’s supply chain finance program, and such terms would be governed by a separate agreement. Purchase orders, invoices, and payments may be issued by S&C Resale Company, an affiliate of Company.

3.1.2 Ariba. If Vendor is currently an active Ariba partner with Company, Vendor shall maintain an active Ariba subscription during the length of this Agreement or as long as Company uses the Ariba system, and post all invoices directly into the Ariba system or any other electronic platform used by Company. If Vendor is not a current Ariba partner with Company, Vendor shall, at Company’s request, initiate the process of becoming an active Ariba partner with Company within ten (10) days of Company’s request. In the event that Company decides to change from the Ariba system to any other electronic platform, Vendor shall, at Company’s request, subscribe and operate under Company’s choice of electronic platform. If Vendor is not an Ariba participant, and Company doesn’t request Vendor to be so, Vendor shall email one invoice per email, with invoice in .pdf form, to APinvoices@jbssa.com.

3.1.3 IF COMPANY DOES NOT RECEIVE AN INVOICE WITHIN NINETY (90) DAYS FROM THE ACCEPTANCE DATE, VENDOR WILL FORFEIT THEIR RIGHTS TO ANY AMOUNT NOT INVOICED BY THE AFOREMENTIONED DATE.

- 3.2 Set Off.** Company shall have the right to withhold or set off any payments due and owing to Vendor for amounts due to Company by Vendor (or Vendor’s affiliates) including, but not limited to, claims for damages, indemnification, liens, or other liabilities.

4. GOODS-SPECIFIC PROVISIONS.

- 4.1 Delivery.** Vendor shall deliver the Goods in the quantities, on the dates, and to the places specified in the applicable Order. All Goods shall be properly packed, sealed, and secured in such manner as to reach their destination in good, conforming condition. “Non-Conforming Goods” are any Goods that are defective, damaged, or fail to conform to (i) the requirements of these Purchase Terms; (ii) the requirements of any applicable Order; (iii) the specifications supplied by Company to Vendor; or (iv) warranties of merchantability and fitness for a particular purpose.
- 4.2 Late Delivery and Imperfect Tender.** If the Goods are (i) not adequately delivered on the due date (“Late Goods”) or (ii) Non-Conforming Goods, in addition to its other rights and remedies, Company may (a) terminate the Order in whole or in part without liability by notice effective when received by Vendor as to Goods not yet delivered; (b) refuse to accept any subsequent delivery of the Goods which Vendor attempts to make; (c) recover from Vendor any expenditure reasonably incurred by Company in obtaining the Goods in substitution from another vendor; and (d) claim damages for any additional costs, losses or expenses incurred by Company which are in any way attributable to Vendor’s failure to adequately deliver the Goods on the due date. Goods delivered in excess of the quantity called for may be returned at Vendor's expense, unless the parties agree otherwise in writing.
- 4.3 Title and Risk of Loss.** Title to and risk of loss of the Goods, including but not limited to any shipping and transit costs, will pass to Company upon the acceptance of the Goods by Company; provided that in the event the Goods are Non-Conforming Goods, title to and risk of loss of such Non-Conforming Goods shall remain at all times with Vendor unless Company agrees in writing to accept such Non-Conforming Goods.
- 4.4 Bill of Lading.** If a shipment is not accompanied by a bill of lading, packing slip, or similar delivery document, Company’s count and weight will be conclusive.
- 4.5 No Liens.** Vendor shall promptly discharge any mechanic’s or materialman’s liens, retention rights, security rights, or any security interests arising in connection with any Order at Vendor’s sole cost and expense.

5. SERVICE-SPECIFIC PROVISIONS.

- 5.1 Standards.** Vendor agrees to provide qualified, competent, and, where applicable, licensed personnel (“Personnel”) and any and all ancillary equipment to perform the Services at its own cost and expense. Vendor warrants that the Services shall: (i) be performed by Personnel in accordance with the terms and specifications of the Order; (ii) be of the highest generally accepted professional standards; (iii) be performed by Personnel in an expeditious and efficient manner consistent with sound professional practices and Company’s policies communicated to Vendor; and (iv) be of first-class quality and free from defects in design, materials and workmanship.
- 5.2 Compliance.** Vendor shall at all times abide by the safety, confidentiality, and security rules and regulations of Company at the location specified in the Order. If Vendor fails to abide by the safety and security rules and regulations of Company, then the Order may, at Company’s option, be terminated immediately upon written notice by Company.

5.3 Subcontractors. Vendor shall obtain Company's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to Company (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Company's approval shall not relieve Vendor of its obligations under these Purchase Terms, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of these Purchase Terms.

5.4 Non-Conforming Services. In the event the Services do not conform with these Purchase Terms and the stipulations in any applicable Order, Company shall, without prejudice to any of its other rights or remedies, have the right to (i) terminate the Order in whole or in part without liability by notice effective when received by Vendor as to Services not yet performed; (ii) refuse to accept any subsequent performance of the Services which Vendor attempts to make; (iii) suspend any payment obligation in respect to the Services; and (iv) purchase Services to correct or replace the non-conforming Services from an alternative provider after giving Vendor notice and charge Vendor any cost incurred.

6. INSURANCE. Vendor shall procure and maintain, at its own expense, such public liability insurance, including product liability, contractual liability, completed operations, contractor's liability and protective liability, automotive liability insurance (including non-owned automotive liability), workers' compensation, and employer's liability insurance with an insurance company acceptable to Company that will adequately protect Company against damages, liabilities, claims, losses, and expenses. The following minimum insurance coverage will be continuously maintained for the term of the Order:

- A. **Workers' Compensation and Employer's Liability Insurance** covering Vendor's employees, which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable;
- B. **Automobile Liability Insurance** in the amount of at least One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate;
- C. **Product Liability Insurance** with each occurrence and aggregate limit of two million dollars (\$2,000,000.00); and
- D. **Umbrella Liability Insurance** coverage with a minimum combined each occurrence limit of two million dollars (\$2,000,000.00).

7. INDEMNIFICATION. Vendor, its parents and affiliates, shall defend, indemnify, and hold Company and its officers, employees, agents, servants, and other vendors harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments, and other liabilities, obligations, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) of any nature (each, a "Claim") to the extent they are due to or arise from: (i) the breach of any representation, warranty, or obligation contained in these Purchase Terms by Vendor; (ii) the personal injury or death or property damage caused by Goods furnished or Services performed by Vendor, its subcontractors, agents, or employees pursuant to an Order; or (iii) alleged patent, copyright, trademark, trade dress, trade secret, or other intellectual property right infringement or alleged unfair competition with respect to all or any part of the Goods or Services. The foregoing indemnification obligations shall not apply to the extent any Claim is due to or arises from the gross negligence or willful misconduct of Company

or other third party not an employee, agent, or otherwise under the control or direction of Vendor. In addition, Vendor hereby assumes all responsibility and liability for any and all damage, loss, or injury of any kind or nature whatsoever to persons or property caused by or resulting from the Services or Goods provided for hereunder, or in connection therewith.

8. LIMITATION OF COMPANY LIABILITY.

8.1 Limitation on Damages. In no event shall Company be liable to Vendor for any indirect, incidental, consequential, punitive, special, or exemplary damages or penalties of any description, regardless of the form of the action or the theory of recovery, even if Company has been advised of the possibility of those damages. Company's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the Goods and/or Services which gives rise to the claim.

8.2 Statute of Limitations. Any action resulting from any breach on the part of Company as to the Goods or Services purchased under any Order must be commenced within one (1) year after the cause of action has accrued. This Section 8 is not intended to limit or exclude Company's liability for any matter for which liability cannot be limited or excluded by law.

9. CONFIDENTIALITY.

9.1 Confidential Information. Vendor, its employees, agents, and representatives, shall consider as Company's "Confidential Information" all non-public information provided by Company, all specifications or other documents prepared by Company in connection herewith, the fact that Company has contracted to purchase Goods or Services from Vendor, and all other non-public information relating to an Order, including but not limited to trade secrets, operating techniques, and processes.

9.2 Disclosure. Without Company's prior written consent, Vendor shall not (i) disclose or use Confidential Information for any purpose other than performing this Order; (ii) announce, publicize, or discuss with third parties the subject matter of this Order; or (iii) include Company's name or trademarks in any marketing materials. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure, or publicity. If a non-disclosure agreement is executed between Company and Vendor, the non-disclosure shall be considered a part of these Purchase Terms. Upon request and at Company's option, Vendor and its Personnel shall return to Company or destroy any materials containing any Confidential Information, and an officer of Vendor shall certify to Company that such materials have been returned and/or destroyed as provided in this Section.

10. FORCE MAJEURE. Neither party shall be liable to the other for its failure to comply with the terms of an Order if such failure shall have been caused by any unforeseeable incident beyond the control of the non-performing party, including but not limited to fire, labor dispute, strike, war, insurrection, governmental restriction, or act of God, provided that it shall be the responsibility of each party to take all reasonable measures to eliminate such cause and recommence performance as quickly as possible; and further provided, it shall be the obligation of the party claiming a force majeure event for excuse of non-performance to notify the other party in writing as soon as

practicable. However, if such inability to perform continues for thirty (30) days, the other party may terminate the Order without penalty and without further notice.

11. TERMINATION.

11.1 For Convenience. Company reserves the right to terminate any Order for convenience, in whole or in part, at any time upon notification to Vendor. Upon such notification by Company, Vendor shall immediately stop all work and cause any of its suppliers and/or subcontractors to cease such work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the applicable Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Vendor shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Vendor 's suppliers and/or subcontractors which Vendor reasonably could have avoided. Notwithstanding the foregoing, in no event shall Vendor be entitled to an amount greater than what Company would have paid absent the termination.

11.2 For Cause. Company may terminate any Order, in whole or in part, in the event of (i) any default by Vendor, (ii) Vendor's failure to comply with these Purchase Terms, or (iii) Vendor's failure to comply with any specific terms and conditions contained in an applicable Order. Late deliveries, deliveries of Non-Conforming Goods or performance of non-conforming Services, or failure to provide Company, upon request, reasonable assurances of future performance, shall all be bases for Company's right to terminate for cause. In the event Company terminates an Order for cause, Company shall not be liable to Vendor for any amount, and Vendor shall be liable to Company for any and all damages sustained by reason of Vendor's default which gave rise to the termination.

12. CODE OF CONDUCT. Vendor represents and warrants that it has read and that it will comply with the principles, expectations, and requirements stated in the Supplier Code of Conduct, located at <https://sustainability.jbssa.com/stories/jbs-usa-food-company-vendor-code-of-conduct/>.

Vendor acknowledges and agrees that Company retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Order, if Vendor does not comply with the Company Code of Conduct or with laws applicable to Vendor's business operations.

13. DATA PRIVACY. Vendor acknowledges all information collected, access, disclosed, processed or transmitted by the Vendor is subject to Company's Privacy Policy located at <https://jbssa.com/legal/privacy/>.

14. GENERAL.

14.1 Assignment. Neither party shall assign their rights under these Purchase Terms without the prior written consent of the other party; provided however, that no such prior written approval shall be required for an assignment made by Company to (i) a subsidiary or affiliate or parent of Company; (ii) another corporation with which or into which Company may merge; or (iii) any corporation succeeding to substantially all of the business and assets of Company or a division of Company to which these Purchase Terms applies.

14.2 Compliance with Laws. Vendor is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Vendor has and shall maintain in effect all the licenses,

permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. Vendor shall comply with all export and import laws of all countries involved in the sale of Goods under this Order.

- 14.3 Governing Law.** These Purchase Terms, including their interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the State of Colorado. In the event any suit, action, or proceeding is brought by either party with respect to these Purchase Terms or the matters contemplated herein, such action, suit, or proceeding shall be brought in the state courts located in Weld County, Colorado, and both parties hereby accept, consent, and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit, or proceeding. The parties hereby irrevocably waive and release any claim, defense, motion, or other assertion that any suit, action, or proceeding brought in said court pursuant to this provision has been brought in an inconvenient or otherwise improper forum.
- 14.4 Independent Contractors.** The relationship between the parties is that of independent contractors. Nothing contained in these Purchase Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 14.5 Severability.** If any term or provision of these Purchase Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Purchase Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.6 Non-Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no (i) failure to exercise, (ii) delay in exercising, or (iii) partial exercise of any rights, remedy, power, or privilege arising from the Order shall operate or be construed as a waiver thereof.
- 14.7 Notices.** Any notice required or permitted by these Purchase Terms shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the Order or at such other address as has been previously furnished in writing to the other party.
- 14.8 No Third-Party Beneficiaries.** These Purchase Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Purchase Terms.