

NOTICE OF TERMS AND CONDITIONS  
THE FOLLOWING TERMS APPLY TO ALL SALES, REGARDLESS OF LOCATION

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 specifically defined in the Federal Meat Inspection Act, as amended (the "Act"), and (ii) are not an article which is prohibited from introduction into interstate commerce 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 BREACH OF CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY) OR OTHERWISE, SHALL JBS USA, LLC BE LIABLE TO CUSTOMER, OR CUSTOMER'S 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 EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS OR DOWNTIME COSTS). CUSTOMER ASSUMES ALL OTHER RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS RESULTING FROM THE USE OR SUBSEQUENT SALES OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HERE UNDER ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OF 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 Beef Claims Department at 1-800-978-9777 or Pork Claims Department at 1-888-201-2313 or to the applicable foreign office representative. If notice is not so made and conditions outlined in the JBS USA, LLC claims 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 USA, LLC 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 the JBS USA, LLC CLAIMS DEPARTMENT.** The assignment of a claim tracking number by the JBS USA, LLC Claims Department, or acceptances by JBS USA, LLC 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 USA, LLC's rights.
5. All remittances should be submitted according to invoice terms.
6. The customer's purchase order number set forth on the bill 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 customer's purchase order form. Any statement made on any purchase order or similar document which is not specifically approved or acknowledged in writing by JBS USA, LLC is expressly rejected and will be considered as part of the actual sales 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.