

SALES CONFIRMATION AND CONTRACT
TERMS AND CONDITIONS FOR SHIPMENTS TO MEXICO

1. **TITLE/RISK OF LOSS:** Unless otherwise specified by Seller on the first page of this Contract, title and risk of loss to the products purchased pursuant to this Contract ("Products") shall pass to Buyer at the time the Products are placed in the possession of Buyer or Buyer's agent or carrier.
2. **WARRANTY:** Seller warrants that it has the right to convey good title to the Products. Seller further warrants that, as of the date of shipment hereafter made by Seller, the Products (i) are not "adulterated" or "misbranded" within the meaning of the United States of America Federal Meat Inspection Act, as amended (if applicable), the United States of America Poultry Products Inspection Act, as amended (if applicable), and/or the United States of America Food, Drug and Cosmetic Act as amended ("FDCA") (if applicable), and (ii) are not an article which is prohibited under the provisions of Sections 404 or 505 of the FDCA (if applicable) from being introduced into interstate commerce. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE HEREBY EXCLUDED AND DISCLAIMED. In the event of Seller's breach of the above warranty, Buyer's exclusive and sole remedy shall, at Seller's option, be limited to replacement of non-conforming goods with conforming goods or refund of the purchase price. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.
3. **FORCE MAJEURE:** Seller shall not be liable to the Buyer for failure of or delay in performance hereof when such failure or delay is caused by conditions beyond Seller's control including, but not limited to, war, strike, labor dispute, fire, flood, tornado, hurricane, government intervention, embargo, shortage of raw materials, breakdown shortage or non-availability of transportation facilities or equipment or any Act of God. If Seller declares force majeure hereunder the parties' agreement shall remain in full force and effect for a period of 60 days from said declaration. After the expiration of said 60 days Seller may cancel any unperformed portion hereof upon 10 days written notice to Buyer.
4. **SHRINKAGE/CLAIMS:** Buyer agrees to accept a weight loss of up to 1% as customary freezer shrinkage without any compensation for such shrinkage. Seller shall pay Buyer for any weight loss in excess of the aforesaid 1% shrinkage allowance provided that any such claim is filed in writing with Seller within 30 days after delivery of the Products and the claim is at that time adequately supported by the written report of an independent surveyor. Buyer must inspect the Products upon delivery and promptly notify Seller of any potential such claim, specifying the exact location of the shipment, so that Seller may instruct the surveyor, who shall be mutually acceptable to Buyer and Seller. The surveyor shall establish the actual net weight. If the shrinkage is 1% or less, Buyer shall pay the costs of the survey; if shrinkage exceeds 1%, Seller shall pay the costs of the survey. All claims, except for shrinkage of product in excess of 1% as provided above, must be made in writing by Buyer within 2 days after the goods arrive at the destination for non-frozen product and 15 days for frozen product. Failure to make such a claim within said 2 days for non-frozen product and 15 days for frozen product shall constitute an irrevocable acceptance of the goods and conclusively establish that the goods fully comply with all the terms, conditions and specifications of this Contract.
5. **DELIVERY:** If this Contract provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any 30 day period more than approximately equal monthly quantities, in relation to the total amount of the Contract, and Seller may make shipments of the total amount in such equal monthly quantities.
6. **SHIPPING INSTRUCTIONS:** Buyer shall furnish complete shipping instructions and provide adequate credit as determined by Seller's Credit Department at the time of order to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of Buyer furnishing complete shipping instructions and adequate credit.
7. **ROUTING:** The destination routing of shipments and transportation selection will be at Seller's option.
8. **INSTALLMENT CONTRACT:** In the event a sale is deemed or interpreted to be an installment contract, the failure of Seller to ship or deliver any installment when due will not substantially impair the value of the transaction as a whole and will not constitute a breach of the transaction as a whole. In the event of any non-delivery of an installment by Seller, Buyer's exclusive and sole remedy shall be limited to delivery of said goods as soon as Seller can reasonably do so.
9. **PRICE:** Unless otherwise specified by Seller on the first page of this Contract, all prices are delivered prices with freight for Seller's account. The price is always in United States Dollars and must be paid in United States Dollars regardless of any fluctuations in the currency or other conditions unless otherwise agreed upon in writing by both parties.
10. **DEFAULT:** If Buyer (1) fails to furnish shipping instruction within the time specified, (2) fails to order any shipment hereunder within the time specified hereof, (3) fails to supply adequate credit within the time specified, (4) refuses to accept any shipment properly tendered hereunder, (5) fails to tender any payment hereunder when due, or (6) fails to perform in any other respect according to its obligations set out in this Contract (each of which shall be a material breach of the parties' agreement), Seller may treat such default as (a) a total breach of the entire Contract, or (b) a breach only as to the individual shipment or installment, and, in addition to any other remedies which Seller may have at law or in equity may (a) cancel this Contract; (b) terminate this Contract as to the portion thereof in default or as to any unshipped balance, or both; (c) resell, after 10 days notice to Buyer, any of the goods which have been shipped and which Buyer has wrongfully failed or refused to accept, and receive from the Buyer the difference between the Contract price thereof and the price obtained on resale if the latter be less than the former, as well as any incidental loss and expense. These remedies shall be in addition to any other remedy available to Seller at law or in equity.
11. **ASSIGNMENT:** The rights and obligations under this Contract are not assignable by either party unless in writing and signed by both parties hereto.
12. **TERMS TO GOVERN:** These terms and conditions and those contained on the first page of this Contract shall govern regardless of the provisions of any form used by Buyer. This Contract contains the entire agreement of the parties and no prior or contemporaneous negotiations, correspondence, conversations, prior course of dealing or usage of trade shall be deemed in any way to affect the specific terms of this Contract.
13. **ALTERATION OF TERMS:** This Contract may not be added to, modified or superseded, or otherwise altered, unless in writing, and signed by both parties, and specifically referring to this Contract. Waiver of any default must be in writing signed by both Buyer and Seller and shall not constitute a waiver of any subsequent default.
14. **LIFE OF CONTRACT RIGHTS:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and permitted assigns. This Contract is solely for the benefit of Buyer and Seller, and no provision of this Contract shall confer upon third parties any right or remedy.
15. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the law of the United States and the law of the State of Kansas. The United Nations Convention for the International Sale of Goods (CISG) is not incorporated in this Contract.
16. **SEVERABILITY:** The provisions of this Contract shall be deemed to be severable and the invalidity or partial invalidity of any provision hereof shall not affect the validity or enforceability of the remaining provisions.
17. **TAXES AND OTHER CHARGES:** In addition to the purchase price of the Products, Buyer shall be solely responsible for any costs, fees, assessments, taxes, levies, and other charges of any kind whatsoever which are imposed upon Seller by the relevant authorities at the border. Buyer agrees to pay the Seller the amount of any such cost, fee, assessment, tax, levy, or other charge, promptly upon receipt of Seller's invoice therefore.
18. **GOVERNMENT ACTION:** In the event this Contract is or becomes ineligible for any export license, or shipment or all or part of the Contract quantity is ineligible for export due to government action of any nature, Seller shall not be responsible to Buyer for damages and any eligible part of the shipment shall be accepted by Buyer at the Contract price. Any export tax, duty, or license fee or similar charge shall be for the account of Buyer. These Products are exported from the United States in accordance with the Export Administration Regulations, and any diversion of the goods or other actions/requests contrary to U.S. law is prohibited.