

**INTERVISION FOODS (“IVF”)
GENERAL TERMS AND CONDITIONS (“GENERAL TERMS”) FOR THE
PURCHASE OF MEAT AND/OR MEAT PRODUCTS**

These General Terms shall be deemed to be included in each confirmation (“Confirmation”) that refers to them covering the purchase by IVF of meat and/or meat products (“Product”), shall constitute an integral part of the transaction (“Transaction”) evidenced by the Confirmation, and shall be read and construed as one with such Transaction. In the case of any discrepancy between these General Terms and the terms set forth in the Confirmation, the terms set forth in the Confirmation shall be controlling.

1. Seller warrants title to the Product covered by the Transaction and that, on the date of delivery or shipment of the Product, the Product will (a) be of merchantable quality, (b) (if U.S. meat) not be adulterated or misbranded within the meaning of the Federal Food and Cosmetic Act, (c) (if U.S. meat) not be an article or commodity which may not, under the provisions of the Act, be introduced into interstate commerce, (d) comply with all applicable governmental standards, regulations and requirements of the country of origin and destination, and (e) have been produced not more than sixty (60) days prior to such date. Any Product which is not in compliance with the foregoing warranties or any Product which is tagged, seized, condemned, declared unfit or is otherwise actionable by any governmental authority shall not be applicable to the Transaction and ownership shall remain in Seller. All costs incurred by IVF in connection with such Product shall be for Seller’s account.
2. Seller shall notify IVF of (a) the shipment dates of Product shipped FOB, FCA, CFR or CIF port of origin and, (b) for Product to be delivered at the port of destination, the estimated time of arrival (ETA) of Product at the port, in each case as soon as such information is available to Seller, and Seller shall keep IVF informed of any changes in ETA. For Product to be delivered to, in or from the warehouse or at the dock, Seller shall give IVF at least seven (7) business days’ notice of, and IVF or its representatives shall be entitled to be present on, the date on which Product is to be stripped from shipment containers and/or tendered for delivery to IVF or its designees. IVF shall not be liable for any costs resulting from Seller’s failure to timely provide the notices as aforesaid.
3. IVF may refuse to accept any tender of the Product which is not strictly in compliance with the terms of the Transaction, including for reasons of late delivery or nonconformity with the description and specifications of the Product. IVF may refuse to accept any lot or portion of the Product on the ground of nonconformity or nondelivery of any other lot or portion of the Product. IVF’s claims for tender of nonconforming Product or late delivery of Product shall be settled in accordance with IVF’s Claims Settlement Procedures (For IVF’s Purchases of Meat and/or Meat Products). IVF may deduct or set-off from Seller’s invoices amounts determined to be owed to IVF for Seller’s failure to tender Product in compliance with the Transaction.
4. Whenever IVF, in good faith, has reason to question Seller’s intent or ability to perform, IVF may demand that Seller give IVF commercially reasonable assurance of its intent and ability to perform. If IVF makes such a demand but Seller does not give IVF satisfactory assurance within five (5) days of IVF’s demand, then IVF may treat Seller’s failure as an anticipatory repudiation of the Transaction by Seller, in which case IVF may (a) terminate the Transaction and any other open Transactions with Seller and, whether or not IVF so terminates, (b) pursue such remedies as may be available to IVF under applicable law, including recovery of cover or market damages in connection with all such Transactions.

5. In no event will either party be liable to the other for consequential, incidental, indirect, punitive or exemplary damages in tort, for contract or otherwise.
6. If performance by a party under the Transaction is delayed or prevented by any cause of whatever kind or nature which is beyond the control of such party, such as, but not limited to, fires, floods, earthquakes, unusually severe weather, or other acts of God; epidemics or quarantine restrictions; labor disputes or disturbances; wars, riots or insurrections; embargoes or governmental actions; shortages of transportation, fuel or labor; or plant breakdowns, then such party shall be relieved of its obligation to perform for the period of inability which is so caused and shall not be liable for any costs resulting from any of the causes preventing or delaying performance provided that such party has exercised due diligence to remove or overcome such causes as soon as reasonably possible. If the period of delay or prevention does not affect the entire quantity under the Transaction then IVF may, at its option and upon notice to Seller, proportionately reduce the quantity it is required to purchase and accept under the Transaction for the period that performance by the relieved party (whether IVF or Seller) is delayed or prevented. IVF may terminate a Transaction upon notice Seller if the period of delay or prevention continues for a period of thirty days (30) days or more.
7. Any controversy arising under or in relation to that Transaction shall be governed and controlled by the laws of the State of Georgia and shall be settled by arbitration held in the City of Atlanta in accordance with the laws of the State of Georgia and the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration. Seller consents to the personal jurisdiction and venue of the Supreme Court of the State of Georgia and of the United States District Court for the District of Atlanta and further consents that any process, notice of motion or other application to the court or a judge thereof may be served outside the State of Georgia by registered or certified mail or by personal service provided that a reasonable time for appearance is allowed. The award of the arbitrator(s) shall allocate the costs of the arbitration to the losing party except that the allocation of attorneys' fees will be at the discretion of the arbitrator(s). The arbitration shall be conducted in English. A party seeking to enforce any arbitration award, order or judgment shall be entitled to reimbursement by the other party for any and all costs it incurs in connection therewith
8. Any claim by Seller of any kind, nature or description relating to the Transaction, that is not otherwise barred or waived, is barred or waived unless Seller (a) notifies IVF of such claim within ten (10) days of the date on which the claim first arose and (b) initiates arbitration proceedings within three (3) months after the date of receipt by IVF of Seller's invoice or the last day of the delivery period for such Transaction.
9. Seller may not assign all or part of its rights and obligations under the Transaction except with the written consent of and subject to any conditions imposed by IVF, which consent may be withheld by IVF in its sole discretion.
10. A party's failure to insist upon compliance with any provision of these General Terms or the Transaction, or to enforce any right or seek any remedy, shall not affect or constitute a waiver of such party's right to insist upon strict compliance with any provision of the General Terms or a Transaction, enforce any other right or to seek any other remedy. A waiver by a party of a breach of any provision of these General Terms or a Transaction by the other party shall not be deemed to be waiver of future compliance with such provision.
11. These General Terms (a) will bind and inure to the benefit of each of IVF and Seller and inure to their respective administrators, executors, legal representatives, and permitted successors and

assigns; (b) together with and as incorporated into the Confirmation, constitute the entire agreement between IVF and Seller with respect to the Transaction; (c) together with and as incorporated into the Confirmation, may not be amended or modified nor any provision hereof waived, except in a writing signed by IVF and Seller and (d) together with and as incorporated into a Confirmation may not be amended or modified by a course of conduct between IVF and Seller.

12. The Transaction shall be governed by Incoterms 2010 and the Uniform Commercial Code, as adopted by the State of Georgia, where not in conflict with any other terms set forth in these General Terms or the Confirmation. In the case of any discrepancy between Incoterms 2010 and the Uniform Commercial Code, Incoterms 2010 shall be controlling. Partial performance by Seller (e.g., partial deliveries of Product) shall signify Seller's acceptance of the terms set forth in the Confirmation.
13. In no event shall the U. N. Convention on Contracts for the International Sale of Goods apply to the Transaction.
14. For applicable Transactions, these General Terms incorporate by reference the equal opportunity clause set forth in 41 CFR §60-1.4(a) and the equal opportunity clauses for special disabled veterans and veterans of the Vietnam era and for workers with disabilities set forth at 41 CFR §60-250.5(a) and §60-741.5(a).
15. Notwithstanding that these General Terms and any Confirmation may be translated into another language, the English language version of these General Terms and any Confirmation shall always prevail.
16. Suppliers and customers of Intervision Foods acknowledge that the goods sold or otherwise transferred hereunder may be subject to U.S. export and import control laws applicable to the purchase, sale, use, export, import or other transfer of the goods. These laws include without limitation the legal provisions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), and the Foreign Corrupt Practices Act (FCPA) which is administered by the US Department of Justice and US Securities and Exchange Commission. Suppliers and customers of Intervision Foods represent, certify, warrant, and guarantee that they are familiar with the requirements and restrictions of OFAC and FCPA, and that they will comply with such laws at all times. Suppliers and customers of Intervision Foods will defend, indemnify and hold harmless Intervision Foods from and against any and all claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs or expenses (including reasonable attorneys' fees) which relate in any way to an OFAC or FCPA violation they commit.