



**INTERVISION FOODS LLC (“INTERVISION”)
GENERAL TERMS AND CONDITIONS (“GENERAL TERMS”) FOR THE SALE OF
MEAT AND/OR FOOD PRODUCTS**

These General Terms shall be deemed to be included in each confirmation (“Confirmation”) that refers to them covering the sale by INTERVISION of meat and/or food 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. Furthermore, the parties expressly agree that the General Terms cannot be contradicted, supplemented or explained by evidence of course of performance, course of dealing or usage of trade. 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. Buyer’s partial performance of a Transaction (e.g., acceptance of or payment for partial deliveries of Product) shall signify Buyer’s acceptance of the terms set forth the Confirmation.

1. Unless specifically provided otherwise in the Confirmation, INTERVISION may deliver the quantity of Product in a Confirmation in one shipment or in several shipments during the delivery period set forth in the Confirmation.
2. Buyer may not refuse to accept any conforming lot or portion of the Product on the grounds of claimed non-delivery or nonconformity of any other lot or portion of the Product in a Transaction.
3. Buyer must pay the amount of INTERVISION's invoice in full by the date specified on that invoice or pay interest at the maximum lawful rate from the specified due date through the date of payment. Buyer may not take any discounts unless specified in the Confirmation and may not set-off or deduct any part of an invoice based on any monies claimed to be owed to Buyer by INTERVISION.
4. Whenever INTERVISION has reason to question Buyer’s intent or ability to perform, INTERVISION may demand that Buyer give INTERVISION commercially reasonable assurance of its intent and ability to perform. If INTERVISION makes such a demand but Buyer does not give INTERVISION satisfactory assurance upon receiving INTERVISION’s demand thereof, then INTERVISION may treat Buyer’s failure as an anticipatory repudiation of the Transaction by Buyer, in which case INTERVISION may (a) terminate the Transaction and any other open Transactions with Buyer and, whether or not INTERVISION so terminates, (b) pursue such remedies as may be available to INTERVISION under applicable law, including recovery of resale or market damages in connection with all such Transactions. Notwithstanding the foregoing, at any time and from time to time INTERVISION in its sole discretion and in addition to all other remedies provided in these General Terms or by law may limit or cancel the credit of Buyer as to time and amount and as a consequence may demand that payment be made in cash or otherwise or that satisfactory financial guarantees be given before delivery.



5. INTERVISION is not, and Buyer acknowledges that INTERVISION is not, the manufacturer of the Product and, except as is expressly stated on the Confirmation, INTERVISION makes no warranty expressed or implied with respect to the Product, including without limitation that the merchandise is fit for a particular purpose. The suitability of goods for any purpose particular to Buyer is for Buyer, in Buyer's sole judgment, to determine.
6. Buyer's sole remedy for any claim against INTERVISION arising out of a Transaction shall be limited to direct damages. 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.
7. If performance by INTERVISION under the Transaction is delayed or prevented by any cause of whatever kind or nature which is beyond the control of INTERVISION (Force Majeure), 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; failure, inability or unwillingness of carriers to ship, transport or deliver in any manner to the contractual destination; or plant breakdowns, then INTERVISION 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 INTERVISION 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 INTERVISION may, at its option and upon notice to Buyer, proportionately reduce the quantity it is required to sell and deliver under the Transaction for the period that performance by INTERVISION is delayed or prevented. INTERVISION may terminate a Transaction upon notice to the Buyer if the period of delay or prevention continues for a period of ten (10) days or more.
8. Buyer's claims for tender of nonconforming Product or late delivery of Product shall be settled in accordance with INTERVISION's Claims Settlement Procedures (For INTERVISION's Sales of Meat and/or Meat Products).
9. 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. Buyer consents to the personal jurisdiction and venue of the Supreme Court of the State of Georgia, County of Fulton and of the United States District Court for Atlanta, Georgia 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.

10. Any and all payments made by the Buyer to INTERVISION, may be applied by INTERVISION to satisfy any of Buyer's outstanding financial obligations towards INTERVISION.
11. Any and all responsibilities associated with landing and clearing product supplied by INTERVISION, including but not limited to obtaining import permits, licenses, paying local taxes, duties and any other fees, shall remain Buyer's sole responsibility. Under no circumstances Buyer's inability to procure proper permits and licenses, or inability to pay any fees, duties and taxes, may excuse Buyer's lack of compliance with the terms of this contract. Buyer's failure to obtain an import license shall not constitute a case of Force Majeure.
12. Buyer agrees that if any purchases are made from INTERVISION on a "Cost and Freight" basis, Buyer will provide, at its sole expense, all Marine Insurance for the products purchased in an amount (expressed in the currency set forth in the contract) at least equal to the total price for the products as set forth in the contract, plus ten percent (10%). Such insurance shall be purchased from an underwriter or insurance company of good repute in the industry.
13. Buyer 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 INTERVISION, which consent may be withheld by INTERVISION in its sole discretion.
14. 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, or to 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.
15. These General Terms (a) will bind and inure to the benefit of each of INTERVISION and Buyer 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 INTERVISION and Buyer 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 INTERVISION and Buyer and (d) together with and as incorporated into a Confirmation may not be amended or modified by a course of conduct between INTERVISION and Buyer.



16. 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.
17. In no event shall the U. N. Convention on Contracts for the International Sale of Goods apply to the Transaction.
18. 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.
19. Buyer agrees that the cargo shall not be exported or re-exported (a) to any countries included in prohibited countries listed by the U.S. Export Administration Regulations (“EAR”) or as otherwise prohibited under the EAR, including to any person or entity on the Bureau of Industry and Security Denied Parties List, Entity List or Unverified List (available at <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) in each case as in effect at the time of export or re-export, unless any required export or other licenses have been obtained or the transaction meets all eligibility criteria for a BIS license exception; or (b) to any person or entity located in a country or territory subject to U.S. sanctions (currently Cuba, North Korea, Iran, Sudan, Syria and the Crimea region of Ukraine) or to a person or entity on the Office of Foreign Assets Control listing of Specially Designated Nationals and Blocked Persons (available at <http://sdnsearch.ofac.treas.gov/>), in each case as in effect at the time of export or re-export, unless any required OFAC specific license has been obtained or the transaction meets all eligibility criteria for an OFAC general license.
20. 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.