



**INTERVISION FOODS LLC (“INTERVISION”)
QUALITY/QUANTITY CLAIMS SETTLEMENT PROCEDURES
(FOR INTERVISION’S SALES OF MEAT AND/OR MEAT PRODUCTS)**

Unless otherwise provided in the Transaction governing the claim, claims relating to meat and/or meat products (“Product”) whereby INTERVISION is the seller under the Transaction, will be settled in accordance with the following procedures.

1. Buyer shall notify INTERVISION of its claim in writing within a commercially reasonable period of time after the circumstances giving rise to the claim become known to buyer, but in any event (a) not later than three (3) days after the date of delivery of the Product to the buyer or (b) before the Product is commingled or significantly transformed by buyer or the Products end user, whichever occurs first and (c) sufficient portion of the shipment must be available for a survey to ensure a fair settlement.
2. It is the duty of the Assured (buyer) to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against the Carrier are properly preserved and exercised. In particular, the Assured (buyer) : shall take all precautions and act in the best interest to minimize value of the potential claim , shall place ocean carrier on written notice for potential claim , shall notify the local Lloyd’s agent to coordinate the survey, and shall maintain integrity of the product throughout the entire process including but not limited to proper temperature, packing, warehousing.
3. Buyer’s claim shall contain the following information to the extent it is applicable to the Transaction:

General Information

- Name of buyer
- Transaction date
- Each party’s contract and reference numbers
- Type of commodity and specifications
- Contract quantity
- Origin of commodity; name of supplier and packer
- Production date; use by date
- Name of vessel and vessel number
- Bill of lading numbers and dates; container numbers
- Description of packaging and markings on cartons
- Date and location of delivery to buyer

Claim Details



- Nature of claim (short weight; transport damage; delay shipment or delivery; quality and/or specification; packing; labeling/shipping marks; temperature violation; rejection; foreign material; odor/off condition; other)
- Quantity in dispute
- Current location of Product
- Details of actions taken by buyer, governmental authorities and/or end users in connection with the Product
- Evidence substantiating claim (e.g., photographs, label/end panels, samples, temperature charts, test results, inspection and/or survey reports, evidence of market price for Product)
- Buyer's demand for settlement

3. Within 30 business days of receipt of buyer's claim INTERVISION shall notify buyer if it accepts or rejects buyer's settlement demand. If INTERVISION fails to send a notice to buyer within 30 business days then INTERVISION will be deemed to have rejected buyer's settlement demand and INTERVISION's notice of rejection will be deemed to have been given at the end of the 30th business day. If INTERVISION rejects buyer's settlement demand, then within 30 business days of INTERVISION's notice to buyer, INTERVISION and buyer shall attempt to agree upon a mutually acceptable independent expert to evaluate the merits of buyer's claim. The expert shall inspect any Product which is still intact adhering to a methodology agreed upon by buyer and INTERVISION, failing which the expert shall employ such other methodology as the expert determines in his opinion should reasonably be used in the circumstances. Buyer and INTERVISION each may have their representatives present during such inspection. The expert also shall evaluate the evidence submitted by buyer and may seek independent corroboration of that evidence. Within 20 business days of his appointment, the expert shall submit a written report of his findings including, without limitation, the methodology used for inspecting the Product, the location of the Product, a description of the Product and its condition, and the extent to which the Product differs from the contract's requirements or buyer's claim. The expert's report also shall include findings relating to whether actions taken by buyer, governmental authorities and/or end users in connection the Product were reasonable or appropriate under the circumstances.

4. The expert's report will be final and binding as to the factual findings stated therein, including in any arbitration proceedings. Based upon that report buyer and INTERVISION will attempt to negotiate a settlement of buyer's claim failing which either party may commence arbitration proceedings in accordance with the terms of the Transaction. Such arbitration proceedings must be commenced within six (6) months of submission of the expert's report. If buyer and INTERVISION have failed to agree upon a mutually acceptable independent expert in accordance with paragraph 3, then either party may commence arbitration proceedings in accordance with the terms of the Transaction. Such arbitration proceedings must be commenced within six (6) months after the last date for selection of the independent expert. The independent expert's fees and expenses, including travel expenses, shall be paid by the party found by the independent expert to be at fault.

5. If buyer and INTERVISION fail to agree upon a settlement of buyer's claims, then buyer shall proceed to take such further steps in connection with the disposition of the Product or the purchase of



replacement Product as may be commercially reasonable in the circumstances to mitigate further damages, in which case, to the extent buyer claims it has incurred additional damages, such damages shall be included in buyer's claims in arbitration.