

## GENERAL TERMS & CONDITIONS OF SALE

These Terms & Conditions of Sale (“Terms”) govern the sale of beef products subject to an accepted order (a “Product” or collectively, the “Products”) by Simplot Branded Beef, LLC (“Simplot”, “Our”, “We,”) to the Buyer (“Buyer”, “You”, “Your”) (“Transaction”) indicated herein and, together with attached quote, invoice, sales order, credit application, or contract, and an integral part of the agreement between the parties (collectively, the “Invoice”). Your purchase of Product is expressly conditioned on these Terms. Any additional or different terms You try to include, or condition Your purchase upon, in any form, (including in Your purchase order) are expressly rejected by Simplot and are void.

**What If You Already Have an Existing Agreement?** If You have a separate current agreement in place that is signed by Simplot and governs Your purchase of the Product (an “Existing Agreement”) to the extent any Terms in this Agreement conflict with the terms in the Existing Agreement, the terms in the Existing Agreement will control.

**Agreeing to these Terms.** You do not have to sign these Terms or expressly agree to them in writing to be bound by them. You accept and agree to these Terms by agreeing to purchase Product. This agreement can come in connection with (i) You responding to a sales offer or a sales inquiry by sending a written confirmation (including by email) to buy Product, (ii) You send a purchase order to buy Product, (iii) instructing Us to ship You Product, or (iv) by accepting such Product upon delivery.

**Delivery; Title; Security Interest, and Customer Obligations.** Any delivery dates provided by Simplot are good faith projections only. Although we will use commercially reasonable efforts to meet such delivery dates, we do not guarantee delivery on these dates and our inability to meet these dates is not a breach of this Agreement and does not make us responsible for any loss related to the delay. Unless the Program states otherwise, Simplot will deliver the Product FOB (Incoterms 2020) to the delivery destination identified in an accepted order (“Delivery Point”). If We arrange the shipping, title and risk of loss will transfer from Simplot to You at the Delivery Point. If You arrange the shipping, including orders via a distributor, title and risk of loss will transfer from Simplot to You once the Product are tendered to Your or your distributor’s carrier. As collateral for Your full payment, Simplot reserves a continuing and first priority security interest (as defined in the Uniform Commercial Code) in any delivered Product and any proceeds thereof. You represent and agree that (a) You will load, handle, store, sell, transport, use and/or dispose of Product in compliance with all applicable federal, state, local and other laws and regulations, and in compliance with any applicable product specification sheet or similar document; (b) You assume all risk and liability for the use of Products, whether alone or in combination with other materials; and (c). You will pay all taxes, excises, fees, or charges with respect to the purchase and sale of the Product.

**Warranty.** Simplot warrants that at the time of delivery to the Delivery Point the Product will 1) not be adulterated or misbranded within the meaning of the Federal Meat Inspection Act and the Poultry Products Inspection Act (the “Act”) and otherwise comply with the Act; 2) not articles which cannot be introduced into interstate commerce under the Meat and Poultry Acts; 3) meet any Simplot stated specifications; and 4) be free from material defects (the “Warranty”). Simplot does not, with respect to foregoing, guarantee against any article becoming adulterated or misbranded after shipment or delivery or by reason of the negligence of the Buyer or any other cause beyond Simplot’s control. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE PRODUCT ARE SOLD “AS IS” AND WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND. If you believe the Product do not meet the foregoing Warranty (“Nonconforming”), You must let Us know within a reasonable time after delivery and provide Us with any photos or documentation of the defect. Once We verify, the Product are Nonconforming, We will either promptly replace them (at Our expense) or provide you with a credit or refund for the portion of the Nonconforming Product. This is Your only remedy, and Our only liability, for Nonconforming Product.

**Pricing, Deduction, Payment Terms, and Quantity.** You acknowledge that the stated available quantity and/or the pricing contained in any sales offer, sales quote or in response to Your sales inquiry is subject to change at any time before We provide You with written confirmation that We have accepted Your purchase order. In no event do You have the right to deduct, billback or setoff any amounts owed to Us without Our prior written consent. You will pay Simplot for all invoiced amounts (USD) within net 10 days from the date of Simplot’s invoice. If You fail to pay timely, We can withhold any and all allowances granted to You by Us (“Allowances”) and/or any and all of Your orders until your account is current and/or add a finance charge each month at the periodic rate 1.5% each month (18% per year) or the maximum rate allowed by law, whichever is less on any unpaid amounts as specified in each Invoice.

**Confidentiality and Intellectual Property.** All Our non-public or proprietary information and the Terms of this Agreement are confidential, and You may not disclose this information to any third party unless We give you prior written permission. All of Simplot’s intellectual property related to the Product remains Simplot’s with no ownership interest or license granted to You. Customer acknowledges and agrees that the terms of Simplot’s privacy policy, available at [www.simplot.com/privacy-policy](http://www.simplot.com/privacy-policy), are incorporated by reference into the Agreement, and that Simplot may collect and use personal information pursuant to the privacy policy.

**Events Outside of the Parties Control.** Neither party will be liable for any delays or non-performance (other than the payment of money) due to causes beyond its reasonable control ("Force Majeure Event"). Examples of Force Majeure Events may include (but are not limited to) fires, natural disasters, epidemics, and pandemics. If We are subject to a Force Majeure Event, We may reduce, suspend or cancel any order of the Product without any obligation to obtain Product from another source. If You are subject to a Force Majeure Event, You may reduce, suspend or cancel any Product You have ordered and which have not yet been placed with a carrier for delivery.

**Liability and Indemnity.** You agree to indemnify, defend and hold harmless Simplot, our officers, directors and employees from any reasonable attorney's fees, losses, damages, fines, expenses and the like arising from Your purchase, use or resale of the Product, including without limitation violation of the Agreement by Your customers. IN NO EVENT WILL WE BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL, DAMAGES, HOWEVER ARISING AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OUR MAXIMUM TOTAL LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE LIABILITY REGARDLESS IF THE DAMAGES WERE FORESEEABLE. The indemnity obligation in this section will survive each purchase and sale of the Product.

**The Rest - Miscellaneous.** Assignment. Unless You and Simplot agree in advance, neither party can assign or transfer its rights or obligations under this Agreement and any attempt to do so is void. Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. No Waiver. Neither party will be treated as having waived any rights under this Agreement by not (or delaying) exercising them. Amendments. Any amendments to this Agreement will be valid only if they are in writing and signed by each of the parties. Notices. Any notice related to a breach, termination or warranty demand must be in writing and if to Simplot sent to Our address at 1099 W. Front St. Boise, ID 83702 Attn: General Counsel. All other notices can be sent via email to Your sales representative. Governing Law. This Agreement shall be governed by the laws of the State of Idaho without respect to its conflict of laws principles. Full Agreement. Subject to any Existing Agreement, this Agreement states all the terms approved by the parties and supersedes other of the parties' agreements related to its subject matter.