

GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions shall control the sale and shipment of Seller products. Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth herein. BY EXECUTING A PURCHASE ORDER OR OTHER INSTRUCTION OR OTHERWISE INITIATING A TRANSACTION WITH SELLER FOR THE PURCHASE OF PRODUCTS, BUYER IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S FAILURE TO SUBMIT WRITTEN OBJECTION.

1. Definitions. In these general terms and conditions, the capitalized terms have the following meaning:

- 1.1. **Buyer:** the natural person or legal entity that has instructed the Seller (whether by purchase order or otherwise) to deliver products, including representatives, agents, legal successors and heirs thereof.
- 1.2. **Seller:** Weinstein Wholesale Meats, LLC, an Illinois limited liability company, and any of its affiliates utilized for the delivery of products at the instruction of Buyer.
- 1.3. **Documents:** all information and data made available to the Seller by the Buyer, whether or not held by third parties, as well as all data generated or collected by the Buyer within the framework of executing the Instruction, whether or not held by third parties, as well as all other information of any relevance to the execution or completion of the Instruction.
- 1.4. **Instruction:** the (written) documented agreements between the Buyer and the Seller with regard to the provision of products.
- 1.5. **IncoTerms:** a collection of international agreements about the international transport and delivery of goods. These terms and conditions of sale are subject to IncoTerms 2020, as published by the International Chamber of Commerce, provided that to the extent such terms conflict with anything herein, these terms and conditions shall prevail.

2. Applicability.

- 2.1. These general terms and conditions of sale apply to all requests, quotes, offers, purchase orders, confirmations of instruction, invoices, agreements, or other Instructions and any other documents dictating the relationship between the Buyer and the Seller regardless of the title thereof and regardless of the means of communication used, under which the Buyer undertakes/will undertake to purchase products/services from the Seller, as well as all other work of the Seller for the benefit of the Buyer.
- 2.2. Deviations from and supplements to these general terms and conditions are valid only if they have been explicitly agreed on in writing by the Seller in, for instance, a (written) agreement or confirmation of instruction.
- 2.3. Any deviations or supplements referenced in Section 2.2 apply only to the request, quote, offer, Instruction, purchase order, confirmation of instruction, agreement or other legal relationship to which they have been expressly made applicable.
- 2.4. If the Seller has agreed in writing to the applicability of stipulations that differ from these terms and conditions, all other aspects of these terms and conditions remain in full force.
- 2.5. In the event of a conflict between these general terms and conditions and any confirmation of instruction issued by the Seller to the Buyer, the conflicting language in such confirmation of instructions shall prevail, but all other aspects of these terms and conditions shall remain in full force.
- 2.6. The Seller hereby explicitly excludes the applicability of the Buyer's general terms and conditions and, notwithstanding anything contained herein to the contrary these terms and conditions shall supersede any terms and conditions of the Buyer. These terms and conditions along with any acknowledgment or confirmation documents or communications provided to the Buyer by the Seller shall supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these terms and conditions will control.

3. Agreements; Changes; Cancellations.

- 3.1. Notwithstanding Section 3.4, all Instructions, offers, order for goods, etc. originating from the Buyer will be regarded as an offer to purchase goods and shall be irrevocable by the Buyer once the Seller has taken steps toward the fulfillment thereof.
- 3.2. The Seller is only bound by an order or other Instruction placed with the Seller by the Buyer, if such order has been confirmed by the Seller in writing and only in the event such order or other Instruction is subject to these General Terms and conditions, and not to any other terms and conditions, whether of Buyer or any other party. Seller's acceptance of such order or other Instructions, in conjunction with these terms and conditions shall constitute a complete agreement between the parties. The Seller explicitly reserves the right to further specify the delivery date in the aforesaid confirmation.
- 3.3. Seller's performance under any Buyer order, order acknowledgement, or other Instruction does not constitute an acceptance of any provision of any Buyer order or other Instruction that is different from or additional to these terms and conditions, and any such difference or additional provisions are hereby expressly rejected and are void.
- 3.4. The Buyer must promptly notify the Seller in writing of any changes to the execution of an order required by the Buyer after the order was placed. In the case of orders that were placed verbally or by telephone and/or in the event of changes thereto, the Buyer will bear the risk regarding the correct execution thereof, and to the extent such execution deviates from such order, Seller expressly waives any liability relating therefrom.
- 3.5. Changes to orders placed by the Buyer, regardless of the nature thereof, that involve costs exceeding those of the original quote given by the Seller, will be payable by the Buyer. To the extent such changes result in a reduction in costs, the Buyer shall not be entitled to a reduction in the purchase price. In the event Seller decides, in its sole discretion, to grant a reduction in the purchase price relating to such change in an order, no inference shall be made regarding a course of performance relating thereto, and in no event shall Seller be deemed to have waived any right to full payment of the original purchase price on any order because of a subsequent reduction.
- 3.6. Changes to orders may result in an extension of the delivery time associated with such order, and any acceptance by Seller of any change to such order is expressly conditioned upon Buyer's acceptance of a potential delay in delivery of the products or goods described in such order.
- 3.7. Except as otherwise expressly provided in the Seller's order acknowledgment, an order shall be cancelled only by mutual written consent of the parties. Notice is hereby given that the Seller shall not consent to cancellation if the Buyer has bound itself to purchase the goods. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the goods or any part thereof, or if the Seller has received any adverse credit information about the Buyer, the Seller may delay shipment and/or cancel the unshipped balance of the goods without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent delivery of the goods or any part thereof, the Seller, at the Seller's option, may cancel the unshipped balance of the goods without liability. In the event any of the goods shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, the Seller shall have the right to cancel the unshipped balance of the goods without liability or assess such fees or duties to the Buyer, in its sole discretion.

4. Quotes and Offers.

- 4.1. No offers of the Seller shall be binding upon Seller, unless Seller explicitly states otherwise in such offer.
- 4.2. Descriptions and prices in offers are only estimates and are subject to Seller's actual inventory as well as changes in market conditions at the time Seller acts to fill an order.
- 4.3. Offers of the Seller are given on the basis of data and specifications provided by the Buyer. Offers are based on production and delivery within normal terms and under normal circumstances.

5. Purchase Orders.

- 5.1. Buyer must expressly identify in its purchase order any and all requirements or standards necessary for it to take possession of the

products whether under law, regulation, policy, or otherwise, including, without limitation, temperature requirements, and other shipping conditions necessary for acceptance, authorization, or approval at port, through customs, or by any other regulatory or governmental body or authority. Any failure to so identify such requirements or standards shall be at the risk and cost of Buyer.

6. Transfer of Title.

6.1. The delivery date is set by the Seller and Buyer in mutual consultation. If the Seller states or agrees to a delivery period or delivery date, such period will be deemed an approximation only, and not a fixed deadline. Seller reserves the right to make early shipment and invoice the Buyer accordingly.

6.2. Notwithstanding any statements that "time is of the essence" or similar such terminology, the Seller shall not be deemed in breach or default in the event any products or goods are not delivered within a stated delivery period. In the event of any delays, regardless of the reason thereof, the delivery time will be extended for the duration of such delay.

6.3. Products are considered to be legally delivered to the Buyer from the moment they are placed alongside the vessel at the named port of shipment (FAS, Incoterms 2020) except to the extent the parties have agreed otherwise in a signed writing conforming to the requirements contained herein regarding modifications of these terms and conditions – for instance in the order confirmation of the Seller – and notwithstanding the provisions of Article 7 in these terms and conditions. The transport of the products, including any insurance and other incidental costs of transportation, will be at the expense and risk of the Buyer, unless agreed otherwise in writing.

6.4. The Buyer is obligated to collect the products within forty-eight (48) hours of the time such products are unloaded at the port of delivery. Any failure of Buyer to meet this obligation shall entitle (but not obligate) the Seller, in its discretion, to store the products at its warehouse or elsewhere (or directs its agents to do the same) at Buyer's sole cost and risk or to resell the same for the Buyer's account. Nothing in this Section 6.4 shall negate or be used to otherwise contest or undermine the express transfer of title set forth in Section 6.3, above, and the Parties agree that this provision is intended to diminish the likelihood of disputes as well as spoilage or other damage or destruction to the products.

6.5. The Seller is entitled to deliver products in consignments. Each partial delivery, which includes the delivery of products in a compound order, may be invoiced separately. In such a case, payment must be made in accordance with the provisions of Article 7 in these terms and conditions.

7. Prices and Payment.

7.1. Payments of products shall be due and payable to Seller NET 30 from the date of invoicing.

7.2. All agreed prices, together with related extras and deductions, are subject to change by the Seller without notice and are subject to Seller's price in effect at the time of shipment. Any change in insurance premiums, destination, or other shipping charges, including fluctuations in freight, which may be established after the date of the Seller's order acceptance, shall be at the expense of Buyer.

7.3. *In no event is the Buyer authorized to deduct any amounts from the amounts owed to the Seller unless specifically authorized in writing by the Seller. The Seller is entitled to set off any amounts due to the Buyer against claims the Seller has against the Buyer.*

7.4. The Seller will take reasonable steps to ensure that invoices are sent in a timely fashion. Partial invoicing is optional at all times, unless excluded in writing.

7.5. If the Buyer fails to make payment on any contract between the Buyer and the Seller in accordance with the Seller's terms, the Seller, in addition to any other remedies available to it, may, at its option (a) defer further shipment until such payments are made and satisfactory credit arrangements are re-established; or (b) cancel the unshipped balance of any order. Past due payments shall bear interest at the maximum rate allowed by law. The Buyer shall reimburse the Seller for all reasonable attorney's fees incurred in relation to collection of any payments.

8. Claims and Return of Goods.

8.1. Unless otherwise expressly agreed by the Seller, claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and

in no event later than five (5) days after the applicable goods are unloaded at the port of delivery, and such claims may only be based upon a defect to goods which Buyer can conclusively show existed or arose prior to the transfer of title in accordance with Article 6. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of the Seller, and in all events, Buyer must, at its sole cost, store and maintain such goods in accordance with Seller's requirements and specifications for the storage, maintenance, and shipment of such goods including, without limitation, temperature requirements.

8.2. In the event Buyer returns goods, subject to first obtaining authorization in accordance with Section 8.1, above, the costs of returning products dispatched by the Seller to the Buyer will be payable by the Buyer, with the exception of costs for returning products with regard to which the Seller has concluded that these products contain faults or defects which fall within the scope of any express warranty which has actually been provided to the Buyer by the Seller and for which the Seller is liable.

9. Warranty; Disclaimer of Liability.

Seller warrants that the delivered goods shall conform to the grade and quantity specified in the order acknowledgment. If the sale is based upon a sample, the sample shown by the Seller to the Buyer was for demonstration purposes only, and Seller makes no warranty that the goods delivered shall conform to the sample; conformity of the goods to the sample is not a part of the basis of the bargain between the Seller and the Buyer. The sole and exclusive remedy of the Buyer for any liability of Seller of any kind, including (a) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (b) contract, (c) negligence, (d) tort, or (e) otherwise, is limited, at Seller's option, to: (i) the Seller's replacement, FAS vessel at named port of shipment (Incoterms 2020), of those goods, the examination of which by Seller reveals material defects during the period set forth in Section 8.1 or (ii) a refund to Buyer of the money paid to Seller for such goods. This limited warranty shall not extend to any goods that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner (or otherwise maintained in any manner which fails to conform to the requirements of these terms and conditions, including, without limitation, in accordance with the requirements of Section 8.1). EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Liability.

10.1. THE SELLER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPLACING DULY REJECTED GOODS TO THE POINT OF DELIVERY AS SPECIFIED IN SELLER'S ORDER ACKNOWLEDGMENT WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY REJECTION BY THE BUYER. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, OF ANY NATURE WHATSOEVER, ARISING FROM NONCONFORMITY OF GOODS, DEFECTIVE GOODS, OR DELAY IN SHIPMENT, OR ANY OTHER BREACH BY THE SELLER.

10.2. The Buyer agrees to indemnify and hold the Seller harmless from and against all liabilities, claims, or demands of third parties of any kind relating to the goods and their use arising after shipment of the goods. Any individuals employed or otherwise engaged by of the Seller (including, without limitation, any independent contractors or temporary staff) may rely on this Section 10.2 as if they are party to the agreement between the Seller and the Buyer.

11. Intellectual Property and Proprietary Rights.

11.1. The Seller reserves all intellectual property and other proprietary rights with regard to offers and deliveries made by the Seller, as well as with regard to symbols, logos, labels, drawings, software, descriptions, models, product lists, and other information of similar substance prepared or provided by the Seller, as well as with regard to any information enclosed and/or based thereon.

11.2. The Buyer covenants not to reproduce, multiply, publish, store or otherwise used such intellectual property or proprietary rights without the written approval of the Seller.

11.3. All symbols, logos, labels and suchlike, whether or not protected by intellectual or industrial property rights, attached in, on or to products delivered by the Seller, may not be changed, removed from

or taken off of products or any packaging thereof, imitated or used by the Buyer for other products, without the approval of the Seller.

12.Provision of Security.

If the Seller has reason to suspect that the Buyer will be unable to fulfill its obligations, the Seller may require that the Buyer provide satisfactory security for full compliance of all its obligations, on the Seller's demand, with regard to agreements performed or agreements yet to be partly or fully performed, in a manner to be indicated by the Seller.

13.Suspension, Termination.

13.1. If the Buyer breaches or is otherwise in default under the order acknowledgment or under any other contract between the parties hereto, or in any other way fails to fulfill any obligation to the Seller, as well as upon the insolvency of Buyer or in the event of an application for a moratorium, (provisional) moratorium obtained, bankruptcy or the application, petition or order thereof, liquidation or discontinuation of (part of) the business of the Buyer, the Seller, without prejudice to any other of its rights, without the obligation to pay compensation and without any notice of default or judicial intervention due, will be entitled to: (i) defer delivery of the goods until such time as the foregoing has been cured by the buyer or such other time as sufficient security has been provided for payment of all that the Buyer owes the Seller; (ii) suspend any of its own payment obligations; or (iii) treat the foregoing events as a repudiation by the Buyer of any order in its entirety, resell the goods and hold the Buyer liable for such damages as Seller may incur, including consequential and incidental damages; The Seller may avail itself of each or any of the foregoing without prejudice to the obligation of the Buyer to pay for products delivered and/or services provided earlier and without affecting any other rights of the Seller under law or equity.

14.Seller's Lien.

Until the unpaid contract price and any other amounts payable by the Buyer to the Seller under any Seller order acknowledgment are paid in full, the Seller shall have a lien on the goods for the unpaid amounts. The Buyer hereby grants to the Seller a security interest in the goods to secure payment of such amounts.

15.Force Majeure.

15.1. In the event the Seller is unable to perform any obligations to the Buyer, whether under these terms and conditions or otherwise

because of or related to a force majeure, the Seller is entitled to suspend the performance of the agreement without judicial intervention and/or to fully or partly dissolve the agreement, without any further obligations to the Buyer.

15.2. Force majeure shall mean any circumstance beyond the reasonable control of the Seller including, without limitation as a result of which performance of the agreement is temporarily or permanently impeded, including, without limitation, fire, floods or other catastrophes, acts of God; severe weather conditions; pandemics or epidemics; strikes; lockouts or labor disruptions; wars; riots; embargo delays; governmental orders, decrees, laws, rules, regulations or public advisories; raw material market conditions; the inability to procure supplies or raw materials; shortages of transportation equipment, fuel or labor; or other conditions or disturbances affecting the business operations of the Seller or its suppliers, vendors, or distributors.

16. Transfer of Rights and Obligations.

In no event shall the Buyer transfer its rights and/or obligations ensuing from any agreement with the Seller to third parties or to have these serve as security towards claims of third parties, without prior written approval from the Seller.

17. Applicable Law/Disputes.

17.1. All matters involving the validity, interpretation and application of these terms and conditions will be controlled by the laws of the State of Illinois, United States of America, without regard to any conflict of law considerations or the United Nations Convention on International Sales of Goods. Notwithstanding the foregoing, all terms and conditions herein relating to transportation costs and risks shall be governed by Incoterms 2020. Any dispute relating to this Agreement will be referred to, and finally determined by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the time of such dispute. The arbitration panel shall consist of three arbitrators. The place of arbitration shall be Chicago, Illinois, USA. The language to be used in the arbitration shall be English. The arbitration decision shall be final and binding upon the parties and any award granted pursuant to such decision may be entered forthwith in any court of competent jurisdiction. This arbitration clause and any award rendered pursuant to it shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitration Awards signed in New York on 10 June, 1958.