



By accepting Pilgrim's products for sale, whether directly or indirectly ("Products"), or submitting payment for such Products, Customer agrees to be bound by the following terms and conditions ("Terms").

SUPPLY OF PRODUCTS. Submission of an order of Products by Customer does not create an obligation to supply until Pilgrim's accepts such order in writing (which may be electronic). Pilgrim's reserves the right to reject an order, in its sole discretion.

PRICING: Pilgrim's reserves the right to adjust pricing (or set a ceiling and floor), regardless of whether pricing is established as fixed, in Pilgrim's sole discretion and upon thirty (30) days' notice to Customer.

ACCEPTANCE AND PRIORITY OF TERMS. The Terms will be deemed accepted by the Customer, without limitation, upon Customer's payment for or acceptance of the Products identified herein, whichever occurs first, and these Terms shall override any conflicting terms or conditions put forward or provided by Customer in a purchase order or any other document.

TERMINATION: Either party may terminate this Agreement by providing 30 days' prior written notification to the other.

WARRANTY AND LIMITATION OF LIABILITY. Any claims arising from the Products shall be submitted to Pilgrim's in a form and manner as directed by Pilgrim's from time to time. Pilgrim's warrants the Products will substantially comply with Pilgrim's provided specifications, if any. Unless otherwise agreed to in writing by the parties (i.e. separate guaranty), PILGRIM'S MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSES, EVEN IF SUCH PURPOSES ARE KNOWN TO PILGRIM'S. PILGRIM'S SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, GOODWILL, PRODUCTION, OR USE) ARISING OUT OF OR IN CONNECTION WITH ANY OF THE PRODUCTS SOLD HEREUNDER. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ANY BREACH, WARRANTY, INDEMNITY OR OTHER OBLIGATION OR LIABILITY ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCTS PROVIDED HEREUNDER, EXCEED THE AGGREGATE AMOUNT PAID TO COMPANY FOR THE PRODUCT IN CONNECTION WITH WHICH THE LIABILITY AROSE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE THE LIABILITY AROSE. No director, officer, agent, or employee of Pilgrim's or Customer shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of the execution, approval, or attempted execution of this Agreement.

FORCE MAJEURE. Neither party shall be deemed to have defaulted or failed to perform under this Agreement if that party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, the inability to deliver or procure necessary raw materials, supplies, labor, or equipment for the production, storage and/or delivery of the Products, or the ability of Pilgrim's to produce the Products is impacted by any of the foregoing or a combination thereof ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the party claiming the Force Majeure Event will endeavor to notify the other party in writing within ten (10) days of such event. Notwithstanding this provision, nothing contained in this Agreement shall relieve Customer of the obligation to pay in full the purchase price or any amounts due for the Products delivered and received hereunder. Pilgrim's shall not be obligated to make up delivery of the Products to Customer for deliveries that have been prevented by a Force Majeure Event.

SUPERCEDES PRIOR OR CONFLICTING AGREEMENT. These Terms supersede any other agreement, whether written or oral, or course of dealing between the parties, with respect to the subject matter herein.

BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing contained in this paragraph shall be construed to permit the assignment of this Agreement without the prior written consent of Pilgrim's.

GOVERNING LAW. This agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (without regard to Colorado's choice of law rules). Any and all actions arising between the parties in respect of this agreement shall be brought in a state or federal court in the State of Colorado. The parties submit to the jurisdiction of, and hereby agree to voluntarily appear in, such courts.

SEVERABILITY. This Agreement represents the entire agreement between the parties. If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this agreement shall remain fully enforceable, and this agreement shall be interpreted in all respects as if such provision were omitted.

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