

NOTICE THE FOLLOWING TERMS APPLY TO ALL SALES IN THE UNITED STATES, CANADA AND MEXICO.

1. JBS USA Food Company (“JBS”) guarantees that, as of the date of shipment or delivery, products supplied by JBS (i) are not “adulterated” or “misbranded” as such terms are specially defined in the Federal Meat Inspection Act, as amended (the “Act”), and (ii) are not an article which is prohibited from introduction into interstate comers as described under Part 302 or Part 325 of the Act.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT, WHETHER ARISING OUT OF BEACH OF CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR SRTICT LIABILITY OR THE OTHERWISE SHALL JBS LIABLE TO CUSTOMERS, OR TO CUSTOMS OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION OR OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARRY DAMAGES (INCLUDING BUT NOT BOTH LIMITED TO DAMAGE TO EQUIPMENT COST OF CAPITAL, COST OF SUBSTITUTED PRODUCTS OR DOWN TIME COSTS) CUSTOMER ASSUMES ALL OTHER RISKS AND LIABILITIES FOR ANY LOSS DAMAGE OR INJURY TO PERSONS RESULTING FROM THE USE OR SEQUENT SALE OF PRODUCTS EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS, CUSTOMERS EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HEREUNDER ARE CUSTOMERS SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OR CUSTOMER ARISING UNDER THIS CONTRACT.

2. Before or upon tender of delivery of goods, customer will provide immediate telephone notification to JBS of any alleged nonconformity, including any off-condition product, shortage or any discrepancy or situation which would impair the value of the goods or justify payment of less than the amount billed. This notification will be made to the JBS (Omaha, NE) contact number (402) 731-3370, if not contacted the customer accepts the goods as confirming in all ways to the contract of sale and will submit to JBS full payment therefore on or before the agreed upon date.
3. Within seven days after such notification and compliance with the conditions outlined in the JBS claims policy (available upon request), customer will send a detailed written confirmation thereof and will attach all documents relevant thereto. All correspondence should be addressed to JBS USA Food Company, 3435 Gomez Avenue, Omaha, Nebraska 68107.
4. Any payment for less than the billed amount must be authorized by JBS in advance by assignment of claim number. The assignment of a claim number to customer by stef JBS claim’s department or acceptance by JBS of a partial payment from customer shall not constitute final approval of customer’s claim or be a waiver of any of customer’s obligations to JBS.

5. All remittances should be submitted according to invoice terms.
6. The customer's purchase order numbers set forth on an applicable purchase order or invoice records. The use of a purchase order number does not indicate any acceptance by JBS of the terms and conditions contained in the customer's purchase order form. Any statement made on any purchase order or similar document, which is not specially approved or acknowledged in writing by JBS, is expressly rejected and will not be considered as part of the actual sale agreement made between JBS and customer.

These terms shall be governed and constructed in accordance with the laws of the State of Colorado, and any litigation or arbitration shall be conducted within said state.