



**JBS USA FOOD COMPANY HOLDINGS
& JBS FOOD CANADA ULC.**

CONFIDENTIAL SALES APPLICATION

All terms and conditions set forth within this sales application constitute a binding agreement (this "Agreement") and are enforceable against Customer to the fullest extent permitted by applicable law.

Customer Information

Legal Name (As registered with the Secretary of State, or Equivalent):		Trade Name (Doing Business As):	
Street / Street Address:		Proprietor <input type="checkbox"/> LLC <input type="checkbox"/>	Year Started:
		Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/>	State/Province of Incorporation:
		S Corporation <input type="checkbox"/> Other <input type="checkbox"/> <i>(please select only one)</i>	Requested Credit Line: US\$
Premises (Check Box): Owned <input type="checkbox"/> Leased/Rented <input type="checkbox"/>		US Federal ID Number:	GST#/PST # (CAN):
Billing Address (If Other Than Above)		Business Formerly Known As:	Website Address:
		Estimated Monthly Purchases:	Salesperson:
Name of Parent Company & Affiliations (if any):		Nature of Business:	
Principal Officer:		Title:	
Principal Officer:		Title:	
Contact Person (Accounts Payable/Person Completing Application):		Title:	
E-Mail Address:		Phone Number:	Fax Number:
Industry(-ies) Company operates in (<i>check all that apply</i>): Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Processor <input type="checkbox"/> Manufacturer <input type="checkbox"/> Restaurant <input type="checkbox"/> Foodservice <input type="checkbox"/> International <input type="checkbox"/> Trading <input type="checkbox"/> If known, please provide NAICS code: If known, please provide SIC code:			

Trade References (Major Suppliers)

Company Name:		Company Name:	
City:		City:	
Phone:	Email:	Phone:	Email:
Company Name:		Company Name:	
City:		City:	
Phone:	Email:	Phone:	Email:



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*****REQUIRED FOR ALL U.S.A. COMPANIES*****

Please attach copy of your valid and correct Tax Resale/Exemption Certificate. If you have product shipping to multiple states, you must provide a copy of your multi-jurisdiction Tax Resale/Exemption Certificate. This is mandatory in order to be considered for an account with JBS USA FOOD COMPANY HOLDINGS.

*****REQUIRED FOR ALL CANADIAN COMPANIES BUYING BEEF*****

Please attach a copy of your GST FORM or EXPORT DISTRIBUTION FORM (whichever is applicable).

Bank Reference (REQUIRED)

Bank Name:	Account Number(s):	Transit:
Address:	State:	Zip:
Contact Name & Title:	Phone:	Email:

By signing below, I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company's credit from time to time.

Authorized Signature: _____ **Title:** _____ **Date** _____

FOR CONSIDERATION OF OPEN CREDIT, PLEASE ALSO PROVIDE THE FOLLOWING INFORMATION:

MICR Information (Checking account number and routing number information found on bottom of check) _____	Is the above customer EFT (Electronic Funds Transfer) capable? (please check one) YES <input type="checkbox"/> NO <input type="checkbox"/>
Invoice Delivery Preference (check all that apply): <input type="checkbox"/> Email Address: _____@_____ <input type="checkbox"/> Fax Number: _____ <input type="checkbox"/> Mail _____ <input type="checkbox"/> EDI _____	If yes, please check all that apply ACH <input type="checkbox"/> Wire <input type="checkbox"/> Contact Person _____ Phone Number _____

All terms and conditions set forth within this application constitute a binding agreement (this "Agreement") and are enforceable against Customer to the fullest extent permitted by applicable law.

Financial Statements (please select only one): Attached To be mailed / emailed / faxed

Fiscal Year End (please list) _____

Please note, in order to be considered for open credit, the credit policy(ies) of JBS USA Food Company Holdings and JBS Food Canada ULC. and each of their respective subsidiaries (each a "Vendor"; collectively, "Vendor") require all customers to provide two (2) full years of financial statements prepared by an outside accountant and any year-to-date financial information available. The full year financial statements must include a letter from the preparing accountant and any applicable notes. Information may be sent to the Credit Analysis Department's email at: credit.analysis@jbsa.com. A confidential cloud storage option for documentation upload is available upon request. All documents sent to the Credit Analysis Department are held strictly confidential.



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If open credit cannot be granted based on the financial statements provided above, Vendor offers a variety of additional security options to obtain credit including the following: Stand-by Letter of Credit, Cash Security Deposit, and/or Cross-Corporate Guaranty (if applicable).

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. Applicant agrees that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family, or household purposes.

By submitting this application and acknowledging the terms of this Agreement, including any financial statements and additional information, Customer is applying to Vendor to obtain trade credit. Customer agrees to notify Vendor in writing of any change in ownership, name, or business structure under which credit is established within thirty (30) days of such change.

Credit & Payment Terms

Customer agrees to the credit policies established from time to time by Vendor and further agrees that all sales and future sales of Vendor products to Customer shall be governed by Vendor’s terms and conditions of sale stated in this application, on each Vendor sales transaction document, on Vendor’s website, or as otherwise communicated to Customer. Customer understands and agrees that the extension of credit by Vendor to Customer, if any, is subject to Vendor approval and that Vendor reserves the right and may, at any time, review or, upon written notice to Customer (email sufficient), adjust the amount of credit extended to Customer. Additionally, Vendor reserves the right, in its sole discretion and without notice to Customer, to decline, change, or revoke the terms of credit provided to Customer, cancel all available credit, refuse to make future advances, or require payment, whether in full or in part, by Customer prior to the shipment of Customer’s order.

Business Unit	Default Payment Terms (Actual may be different)	Description
Beef, Pork, Hides, Case Ready, Empire Packing, Imports, Live Pork, JBS Food Canada ULC	Net 7 days from receipt of goods	Payment received in our bank account within 7 days from Customer’s receipt of goods.
Prepared Foods, Sunnyvalley	Net 14 days from receipt of goods	Payment received in our bank account within 14 days from the date of invoice.
Sampco, Weddell, TriOak, JBS Carriers, JBS Leather, Rendering & Byproducts	Net 30 days from invoice date	Payment received in our bank account within 30 days from the date of invoice.
Mopac	Due on the 15th of the following month	Payment received in our bank account by the 15th of the following month after purchase.
International/Export	Determined on a case by case basis.	N/A

Unless Vendor has offered different payment terms to Customer in writing, Customer agrees to make payment for the products in accordance Vendor’s current payment terms, which are set forth above, in full to Vendor for all amounts due according to Vendor’s invoice on or before the net due date. Vendor reserves the right to change the payment terms offered to Customer upon written notice to Customer (email sufficient), and Customer agrees that any placement of an order for product after such notice shall operate



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as Customer's consent to such payment terms. If Customer should default on any payment(s), Vendor reserves the right to declare all invoice amounts due and payable without notice to Customer. Interest on delinquent invoices shall be the lesser of one and one half percent (1-1/2%) per month and the highest legal rate. Vendor hereby expressly rejects any and all terms and conditions of Customer set forth in any Customer purchase order, website, order form, or other document issued or referenced by Customer.

In addition to the remedies above, in the event Customer fails to make any payment to Vendor when due, or otherwise defaults under the terms of this Agreement or any related agreement, Customer shall, within one (1) business day of written notice from Vendor, amend all outstanding invoices and future invoices related to goods supplied by Vendor to require payment to be made directly to JBS USA Food Company Holdings' or JBS Food Canada's designated bank account (at such account as Vendor or Lender (defined below) may specify in writing). Customer shall promptly, but no later than two (2) days, notify all affected account debtors of the updated payment instructions and shall provide Vendor with written confirmation of such notice. In the event Customer defaults on its payment obligations under this Agreement and fails to promptly direct its buyers to remit payment directly to Vendor as required, Vendor shall have the right, without further notice, to contact such buyers directly to redirect payment to Vendor. Customer acknowledges and agrees that this Agreement constitutes explicit authorization by Customer for Vendor to communicate with and instruct Customer's buyers or account obligors to remit payment directly to Vendor in the event of Customer's default.

Claims Policy & Procedures

Customer agrees to the terms and conditions of Vendor's Claims Policy and Procedures as the same may be revised from time to time. Vendor shall provide a copy of the Claims Policy and Procedures to Customer upon request.

Customer further expressly agrees that it shall be liable and pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, associated with the enforcement of any of the terms of this application or resulting from a default under this application.

Authorization & Certification

Customer authorizes: (a) Vendor to contact any and all references, persons, banks, companies, and suppliers identified in this application to obtain credit information for the purpose of evaluating Customer's credit worthiness and the terms and conditions of any agreement to extend credit to Customer; (b) each identified person or reference to release all information within its possession pertaining to Customer that may be requested by Vendor; and (c) Vendor to disclose credit information concerning Customer to any credit reporting agency, bank, or trade supplier upon request. The undersigned hereby consents to Vendor obtaining information about Customer and the undersigned personally from credit reporting agencies and other sources Vendor deems appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account.

The financing hereunder is either provided by JBS USA Food Company Holdings or JBS Food Canada, ULC (each referred to as "Lender" when providing the financing hereunder). Customer hereby grants to Lender a continuing security interest in all assets of Customer, wherever located and whether now owned or hereafter acquired or arising (collectively, the "Collateral"), including without limitation: (a) all goods, inventory, raw materials, work-in-process, finished goods, supplies, packaging, equipment, machinery, vehicles, furniture, and fixtures, together with all accessions, additions, substitutions, replacements, and attachments thereto; (b) all accounts, accounts receivable, chattel paper (tangible and electronic), instruments, documents, notes, drafts, acceptances, payment intangibles, letter-of-credit rights, supporting obligations, and other rights to payment; (c) all deposit accounts, securities accounts, cash, money, investment property, and other financial assets; (d) all general and commercial intangibles, including contract rights, software, patents, trademarks, service marks, copyrights, trade secrets, domain names (and all applications, registrations, goodwill, and licenses related thereto), franchise rights, permits, licenses, know-how, customer lists, business records, and commercial tort claims; (e) all books and records relating to any of the foregoing; and (f) all proceeds and products of, and insurance payable on, any of the foregoing. This security interest secures all present and future indebtedness, liabilities, and obligations of every kind and description that Customer now or hereafter owes to Lender, whether direct or indirect, absolute or contingent, joint or several, due or to become due, and whether arising under this Agreement or any other agreement, instrument, or undertaking between Customer and Lender or Vendor (collectively, the "Obligations"). Without limiting the foregoing, to secure that portion of



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the Obligations consisting of the unpaid purchase price (including all related finance charges, fees, and expenses) advanced by Lender with respect to specific goods financed by Lender, Customer grants to Lender a purchase-money security interest in those particular goods identified on the applicable invoices, purchase orders, shipping documents, or other written evidence of the relevant transaction—together with all identifiable proceeds of such goods (the “PMSI Collateral”), which forms part of the Collateral described above. Lender shall have all rights of a secured party under the Uniform Commercial Code or other applicable law, and may file any financing statements, notices, or other documents deemed necessary or desirable to perfect and enforce its rights hereunder.

In the event of Customer’s (i) failure to make timely payment, (ii) insolvency, (iii) assignment for the benefit of creditors, or (iv) the filing of any bankruptcy or similar proceeding, Vendor (or Lender) shall have the right, to the fullest extent permitted by applicable law, and Customer hereby consents to such right, to enter upon any premises where Vendor’s goods are located and repossess such goods without judicial process. Customer shall make such goods available for immediate pickup and shall not obstruct or interfere with Vendor’s efforts to recover its property.

Data Privacy Notice

All information collected, access, disclosed, processed or transmitted by the Vendor is subject to its privacy policy located at <https://jbsa.com/legal/privacy/>.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the County of New York, State of New York, and each party hereby irrevocably submits to the jurisdiction and venue of such courts. Each party waives any objection based on forum non conveniens and waives any objection to venue of any such action or proceeding in such courts.

This Agreement is not transferable or assignable without prior express written consent of Vendor.

Business Associate Code of Conduct

By submitting this form, Customer acknowledges and represents that it has read the [Business Associate Code of Conduct](#) and understands and will abide by the Business Associate Code of Conduct’s provisions.

Authorized Signature

By signing below, the undersigned represents and warrants that Customer is a valid business entity and they are an authorized representative of Customer with authority to enter into contractual agreements and this Agreement.

Print Name: _____

Title: _____

Authorized Signature: _____

Dated this _____ Day of _____, 20____

JBS USA Food Company Holdings’ and JBS Food Canada ULC.’s Terms and Conditions and Customer Claims Policies may be found at the following web address:

<https://jbsfoodsgroup.com/customer-service>