

GENERAL TERMS AND CONDITIONS

FOR SALES OF PRODUCTS

THESE GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS (“Terms”) by Seaboard Foods LLC and its Affiliates (collectively, “Seller”) to buyer of the Products (“Buyer”) shall be governed by the following general terms and conditions of sale. For purposes of these Terms, “Affiliate” shall be defined to include any entity by which either party owns, or its wholly owned subsidiary owns, fifty percent (50%) or more of the outstanding equity. For a sale in which Triumph Foods, LLC, Seaboard Triumph Foods, LLC or Daily’s Premium Meats, LLC is designated as the Seller, Seaboard Foods LLC is selling such Products on behalf of such entity. For any such sale, Triumph Foods, LLC, Seaboard Triumph Foods, LLC or Daily’s Premium Meats, LLC shall be deemed to be the Seller hereunder.

1. **TITLE/RISK OF LOSS.** Unless otherwise specified by Seller in writing all Products shall be shipped FCA (Incoterms 2020) Seller’s facility, title and risk of loss shall pass to Buyer at the time the Products supplied by Seller are placed in the possession of Buyer or Buyer’s agent or carrier. All shipping costs shall be borne by Buyer.

2. **WARRANTY.** Seller warrants that it has free and clear title to the Products. Seller further warrants that, as of the time and place of shipment hereafter made by Seller, the Products shall not be adulterated or misbranded within the meaning of applicable law, including the U.S. Federal Meat Inspection Act, as amended (“FMIA”) (if applicable), and/or the U.S. Federal Food, Drug and Cosmetic Act, as amended (“FDCA”) (if applicable).

3. **NO OTHER WARRANTIES.** EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN SECTION 2, SELLER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. The parties acknowledge that many of the Products are subject to extensive and exclusive U.S. federal regulation and that such federal regulation often preempts, and thus makes inapplicable, state and local laws.

4. **LIMITATION ON DAMAGES.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS), WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER’S OFFICERS, EMPLOYEES, REPRESENTATIVES OR INSURERS, OR TO ANY THIRD PARTY, FOR DAMAGES CAUSED BY THE ACTS OR OMISSIONS OF BUYER OR BUYER’S OFFICERS, EMPLOYEES, REPRESENTATIVES, OR ANY THIRD PARTY. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

5. **EXCLUSIVE REMEDIES.** Buyer’s exclusive remedy and Seller’s sole liability for shipment of nonconforming Product, including breach of warranty, is expressly limited, at Seller’s option, to (i) replacement, within a reasonable period of time, of the nonconforming Product at no additional charge to Buyer; or (ii) refund of the purchase price. All nonconforming Product must be returned to Seller, at Seller’s expense, or, at

Seller's direction, disposed of by Buyer in a manner mutually acceptable to Buyer and Seller with all reasonable costs of such disposition to be paid by Seller.

BUYER EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HEREUNDER ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OF BUYER ARISING IN CONNECTION WITH THE PRODUCTS.

6. FORCE MAJEURE. Seller shall not be liable to Buyer for failure of or delay in performance when such failure or delay is caused by conditions beyond Seller's control including, but not limited to, disease, war, strike, labor dispute, fire, flood, tornado, hurricane, government intervention, trade sanctions, embargo, terrorism, shortage of raw materials (including, without limitation, shortage resulting from inadequate livestock or poultry supply or from grade changes resulting from variations in livestock or poultry supply), breakdown, shortage or non-availability of transportation facilities or equipment or any Act of God. If Seller declares Force Majeure hereunder, the contract shall remain in full force and effect for a period of sixty (60) days from said declaration. After sixty (60) days, Seller may cancel any unperformed portion of the contract by providing written notice to Buyer.

7. CLAIMS. Before or upon tender of delivery of Products, Buyer will provide immediate notification to Seller of any alleged Product nonconformity, including any off-condition Product, shortage, or any other discrepancy or situation which may impair the value of the Products or justify payment of less than the amount billed. This notification will be made to Seller's Claims Department at the following telephone number: (888) 690-9084. You may also use the following email address: customerservice@seaboardfoods.com. If notice is not made within twenty-four (24) hours of tender of Products to Buyer or by Buyer's distributor(s) to Buyer's location(s), then Buyer accepts the Products as conforming in all ways and will submit to Seller full payment on or before the agreed upon date. Within seven (7) days after notification described above, if any, Buyer will send a detailed written confirmation and will attach all relevant documents. All correspondence and documents must be addressed to: 9000 W. 67th St., Suite 200, Attn: Claims Department, Shawnee Mission, KS 66202. Any payment for less than the billed amount must be authorized by Seller's Claims Department in advance by assignment of a claim number. The assignment of a claim number to Buyer by Seller's Claims Department or acceptance by Seller of a partial payment from Buyer shall not constitute final approval of Buyer's claim or be a waiver of any of Buyer's obligations or Seller's rights. In no event is Buyer authorized to deduct any amounts from the amounts owed to Seller unless specifically authorized in writing by Seller.

8. SHIPPING INSTRUCTIONS. Buyer shall furnish complete shipping instructions and provide adequate credit as determined by Seller's Credit Department at the time of order and delivery to enable Seller to perform its obligations. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for the purposes of Buyer furnishing complete shipping instructions and adequate credit.

9. ROUTING. The destination routing of shipments and carrier selection will be at Seller's option. Delivery dates provided by Seller are estimates only. Seller will not be responsible to Buyer for damages for delays in delivery.

10. **INSTALLMENT CONTRACT.** In the event the contract is deemed or interpreted to be an installment contract, the failure of Seller to ship or deliver any installment when due will not substantially impair the value of the contract as a whole and will not constitute a breach of the contract as a whole. In the event of any non-delivery of an installment by Seller, Buyer's exclusive and sole remedy shall be limited to delivery of the Products as soon as Seller can reasonably do so.

11. **PRICE AND PAYMENT.** Final pricing to be determined and communicated prior to ship date in accordance with the contract between Buyer and Seller. All prices are in United States Dollars ("USD") and all payments must be made in USD regardless of any fluctuations in the currency of other countries. All remittances must be submitted according to invoice terms. All sales are subject to approval of Seller's Credit Department. Buyer shall be responsible for the payment of any federal, state or local sales, use or other taxes or duties upon or with respect to the sale, purchase, use, receipt or shipment of the Products.

12. **QUANTITY.** Ordered weight/box count is shipped at plus or minus 5% at Seller's option unless otherwise specified by Seller in writing.

13. **DEFAULT.** If Buyer (1) fails to furnish shipping instructions within the time specified, (2) fails to order any shipment within the time specified, (3) fails to supply adequate credit within the time specified, (4) refuses to accept any shipment properly tendered, (5) fails to tender any payment when due, or (6) fails to perform in any of its obligations set out in the terms herein (each of which shall be a material breach of the contract), Seller may treat such default as (a) a total breach of the entire contract, or (b) a breach only as to the individual shipment or installment, and, in addition to any other rights or remedies which Seller may have at law or in equity, Seller may (x) cancel the contract, (y) terminate the contract as to the portion thereof in default or as to any unshipped balance, or both, and/or (z) resell, after written notice to Buyer, any of the Products which have been shipped and which Buyer has wrongfully failed or refused to accept, and receive from Buyer the difference between the contract price and the price obtained on resale if the latter be less than the former, as well as any incidental loss and expense. All rights and remedies of Seller shall be cumulative and not exclusive of any other rights or remedies which Seller would otherwise have at law or in equity.

14. **ASSIGNMENT.** The rights and obligations under the contract, including these terms and conditions, are not assignable by Buyer unless in writing and signed by both parties.

15. **TERMS TO GOVERN.** These terms and conditions represent the entire agreement between the Buyer and Seller concerning sales of Products and shall govern all sales of Products between Buyer and Seller. Any and all of Buyer's purchase order terms and conditions are hereby rejected. No prior or contemporaneous negotiations, correspondence, conversations, prior course of dealing or usage of trade shall be deemed in any way to affect the specific terms hereof. These terms and conditions shall be binding on Buyer even if not signed by Buyer. Subject to the right of Seller to add, modify, supersede, alter or revoke these terms and conditions upon written notice to Buyer, none of the terms and conditions contained herein may be added to, modified or superseded, or otherwise altered, unless in writing and signed by both parties.

16. **LIFE OF CONTRACT RIGHTS.** The contract, including these terms and conditions, shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, administrators, executors, successors, and permitted assigns.

17. **GOVERNING LAW.** The contract, including these terms and conditions, shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law rules. Any action brought pursuant to the contract, including these terms and conditions, shall properly (but not exclusively) lie in any federal or state court located in the State of Kansas. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this contract or any transactions arising out of or related to it. Furthermore, any other international uniform law or treaty that might otherwise govern the sale of goods shall also be excluded and shall have no application to this contract.

18. **SEVERABILITY.** The provisions of the contract, including these terms and conditions, shall be deemed to be severable and the invalidity or partial invalidity of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

19. **LIMITATION ON ACTIONS.** No action arising out of the contract, including these terms and conditions, may be brought by Buyer more than one (1) year after the cause of action has accrued.

20. **NO RIGHTS OF THIRD PARTIES.** The contract, including these terms and conditions, is solely for the benefit of Buyer and Seller, and no provision of the contract shall confer upon third parties any right or remedy.

21. **SANCTIONS AND EXPORT CONTROLS.** Buyer agrees to comply with all applicable laws and regulations relating to sanctions and export controls, including but not limited to the regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), and any other relevant government authority. Buyer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any product received from Seller to any destination, entity, or person prohibited by the laws or regulations of the United States or any other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.