

TERMS AND CONDITIONS OF SALE

These terms and conditions shall apply to all sales made by Lamex AgriAlimentos, S de RL de CV., hereinafter designated "Seller".

1. **Acceptance.** Upon commencement of performance by Seller in accordance with the Sales Contract (contained on the face hereof or attached hereto or executed by the Parties on a separate document and hereinafter called the "Sales Contract"), Buyer (indistinctively named Buyer and/or Purchaser) shall become subject to the conditions herein set forth. The offer contained in any purchase order is expressly conditioned on Buyer's assent to the conditions hereof regardless of having executed or not the corresponding Sales Contract. The terms of these Conditions of Sale control over any conflicting language in the Sales Contract, and/or in a purchase order provided by the Buyer (hereinafter the "order" or the "purchase order"), and/or in any other offer, contract or document between Seller and Buyer. Likewise, if the terms of the Sales Contract are contradictory or conflict with the terms of these Conditions of Sale, the latter shall prevail.
2. **Amendments.** The Sales Contract and the conditions set forth herein may not be changed or modified unless in writing acknowledged and signed by a legal representative of Seller. No additional or variant terms will be made a part of the Sales Contract unless acknowledged in writing and signed by a legal representative of the Seller.
3. **Compliance With Laws.** Buyer warrants that the purchase and subsequent resale, storage, transportation and/or delivery of products sold hereunder (indistinctively named products, foods and/or goods) shall be in compliance with all applicable Mexican and foreign laws and regulations and Buyer agrees to defend, maintain and hold Seller harmless from any and all claims and to compensate Seller from any losses or expenses (including attorneys' fees) arising out of any such claims.
4. **Price.** The price set forth on the Sales Contract does not include any tax, duty, tariff, or other charge assessed by any government entity. The Buyer shall be solely responsible for the payment of all such charges, including the corresponding Value Added Tax ("VAT"), as well as any taxes, duties, tariffs or other charges assessed by any government entity related with the import of the goods into Mexico and its commercialization, sale, purchase, resale, distribution, transportation and warehousing within Mexico.
5. **Additional duties.** In the case where Seller is the importer of record into Mexico for the goods sold hereunder, Seller will be responsible for the payment of any duties, taxes, tariffs or other government charges related with the importation into Mexico, and only those related with the importation. When Seller is the party responsible for the payment of duties and charges related with the import of the goods, and in the event the goods are assessed with additional duties or taxes (including but not limited to antidumping duties, increased general import duty, new or additional sales or purchase tax, etc.) that, pursuant with Seller's criteria, become too expensive or burdensome, then Seller may, at any time, without cause or default by Seller, terminate the Sales Contract by giving to the Purchaser a written notice of said termination.
6. **Licenses, Permits and Authorizations.** The Buyer will be responsible for all licenses, permits, notices, quotas, registrations, certifications and, in general, any type of authorization required in Mexico for the purchasing, selling, importation, exportation, storing, distribution, transportation and any other activity or services related with the goods (hereinafter the "Authorizations") whether they should be obtained by the Seller or by the Buyer. Buyer will pay for all costs and expenses necessary to secure said authorizations. Buyer agrees to defend, maintain and hold Seller harmless from any and all claims arising out of the failure to obtain the Authorizations and to compensate Seller from any losses or expenses (including reasonable attorneys' fees). In the event both Parties agree in writing that Seller is responsible for the Authorizations and if at Seller's criteria, they become too expensive or burdensome, Seller may, at any time, without cause or default by Seller, terminate the Sales Contract by giving to the Buyer a written notice of said termination specifying the date in which the contract will be terminated.
7. **Labeling:** Seller will deliver the products to Buyer with its customary label and in language of the product's origin country. If specific labeling and/or information content requirements (including having a label in Spanish Language) are applicable for the selling, purchasing, transportation, or use of the products pursuant to Mexico's legal provisions, Buyer will be responsible for the inclusion or re-labeling of the products at its own and sole responsibility, bearing Buyer any costs derived from said re-labeling. If the labeling and/or information requirements (including having a label in Spanish language) are also applicable for the importation of the products into Mexico, Buyer shall provide to Seller the relevant information and will pay to Seller all expenses incurred by the latter to modify its customary label accordingly, regardless of who is the importer of record of the goods.
8. **Title.** Until payment in full has been received by Seller, the product remains the property of the Seller but the risk of loss or damage shall pass to Buyer upon delivery.
9. **Part Delivery.** Part shipment/deliveries are to be permitted within the shipment/delivery period stated on the Sales Contract. Failure of any one shipment/delivery shall not invalidate remaining shipment(s)/delivery (ies).
10. **Failure to Deliver.** Although shipment/deliveries are given in good faith, they are not guaranteed and liability cannot be accepted for any loss caused through delay or non-delivery wholly or in part due to lack of materials, labor or transport. Seller shall not be held responsible for failure to deliver under the terms of the Sales Contract and/or these Conditions of Sale, as a result of, including but not limited to, change of fiscal policy, fire, war, breakdown, strikes, lock-outs, labor trouble, insurrection, civil commotion, explosion, accident, flood, storm, acts of God, act of any governmental authority, executive or administrative orders or other legal restrictions, riot, embargo, blockade, quarantine, wrecks or delay in transportation, or any other contingency or cause beyond Seller's control. All delivery costs (either local or from abroad) will be paid by Buyer, including without limitation, loading, unloading, transportation, freight, import, and/or export costs. In the event both Parties agree in writing that Seller is responsible for the payment of the delivery costs (either within Mexico or from abroad) and if at Seller's criteria, they become too expensive or burdensome, Seller may, at any time, without cause or default by Seller, terminate the Sales Contract by giving to the Buyer a written notice specifying the date in which the contract will be terminated.
11. **Cancellation.** In the event Buyer fails to comply with any of these Conditions of Sale or the Sales Contract, or if Buyer defaults on any payment, or if Seller is unable to secure credit insurance on the Buyer due to Buyer's financial condition, then Seller shall have, in addition to any other available remedies, the right to, at Seller's option, (a) defer further shipments until such default be remedied (in which event Seller may elect to extend the term of the Sales Contract for a time equal to that for which shipments were so deferred), or, (b) rescind/terminate the Sales Contract without the need for a judicial resolution and without any responsibility by Seller.

12. Termination. Seller reserves the right to early terminate this Sales Contract, in whole or in part, at any time, without cause or default by Seller, by giving Buyer a written notice specifying the date in which the contract will be terminated.
13. Nonconformity. Buyer agrees to notify Seller in writing of all non-conformities of product (including defects, quality, or shortfalls) within five working days of the date of the receipt of product, or be deemed to have accepted the product as is and shall forfeit all remedies it has.
14. Interest. Buyer agrees to pay Seller an interest charge of 1-1/2 percent per month on all unpaid invoices after agreed upon due date for said invoice.
15. Arbitration. At the option of Seller, any controversy or claim arising out of or relating to these Conditions of Sale and/or the Sales Contract, or the breach thereof, shall be settled by arbitration in Minneapolis, Minnesota, to be conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. Governing Laws and Jurisdiction. The Sales Contract, and these Conditions of Sale shall constitute the entire agreement between the parties, and shall be governed by and construed with the laws of Mexico, except as herein specifically altered; therefore, Buyer and Seller hereby agree to submit to the applicable laws of Mexico. To the extent Seller does not select arbitration for the resolution of any claim or dispute hereunder, Buyer and Seller each hereby agree that the competent Courts of Mexico shall have exclusive jurisdiction to hear and determine any claims or disputes between Buyer and Seller pertaining directly or indirectly to the Sales Contract and the Conditions of Sale or any matter arising therefrom. Buyer expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in such courts, and hereby expressly waives any forum that may be entitled to, resulting from its present or future domiciles or from any other cause. The exclusive choice of jurisdiction set forth in this paragraph shall not be deemed to preclude the bringing of any action by Seller or the enforcement by Seller of any judgment obtained in such jurisdiction in any other appropriate jurisdiction.
17. Attorney Fees and Costs. Buyer agrees to reimburse Seller for all costs and expenses, including reasonable attorney's fees, incurred in collecting any funds owed to Seller, or otherwise incurred in enforcing the rights of Seller under these Conditions of Sale and/or the Sales Contract. Buyer agrees to reimburse Seller for attorney's fees incurred as a result of any failure to consummate or any breach of the Sales Contract by Buyer.
18. Warranty Exclusion. Except as expressly provided in writing, Seller makes no warranty, express or implied, arising under Mexican or foreign laws, as to the product sold herein. THE PARTIES AGREE THAT ANY IMPLIED WARRANTY OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE EXCLUDED FROM THIS SALE, EXCEPT AS OTHERWISE PROVIDED IN WRITING BY SELLER. Seller shall not be responsible and Buyer waives all claims against Seller, for consequential, punitive and/or incidental damages arising out of any cause of action. Buyer agrees that Seller cannot be held liable for non-conformities in the quality of product sold. Buyer's exclusive remedy for any cause of action hereunder shall be a claim for damages that in no event shall exceed the price of the specific product shipment or purchase order as to which the claim is made.
19. Non-waiver. The failure of Seller to enforce any provision of the Sales Contract and/or these Conditions of Sale, shall not be deemed a waiver of such provision or of subsequent failures of Buyer to comply with any such provision or any other provision.
20. Assignment. No assignment of these Conditions of Sale and/or the Sales Contract and/or any the rights and obligations of Buyer hereunder may be made, without the prior written consent of Seller. Seller may assign and/or delegate its rights and obligations hereunder at any moment by giving notice to Buyer and without requiring consent from Buyer.
21. Labor Severability. Both Parties expressly agree and recognize that no labor relationship whatsoever exists between the Buyer and the employees of the Seller, as well as between the Seller and the employees of the Buyer, and any obligation arising from the labor relationship or any other kind of relationship between the Seller and its employees, and the Buyer and its employees, shall be solely and exclusively the responsibility of the respective employer. The Buyer agrees to maintain and hold the Seller harmless from any lawsuit filed against it by the employees of the Buyer, being further compelled to reimburse the Seller from any and all expenses incurred upon due to the filing of any labor lawsuit against it. In addition to the above, both Parties agree that under no circumstances shall it be considered that any kind of link, legal representation or partnership different from the one established herein exists.
22. Notices. All notices allowed or required under the Sales Contract and/or these Conditions of Sale, shall be in writing and shall be deemed sufficient if sent by personal delivery, or by registered or certified mail, postage prepaid, or by first class airmail, postage prepaid (for international mail), or by facsimile or Email, to the Parties at the addresses given on the Sales Contract or to such other address as either party may notify. Notice shall be deemed given upon mailing.
23. Entire Agreement. These Conditions of Sale and the Sales Contract constitutes the entire agreement between Buyer and Seller. These Conditions of Sale supersede any and all understandings, representations, proposals or negotiations between the Parties, including without limitation, any brokerage confirmation between the Parties, whether oral or written. No oral agreements contradict or vary in any way, any provision contained herein. None of the terms and conditions contained in these Conditions of Sale and the Sales Contract may be modified, superseded or otherwise altered except by a written instrument signed by Buyer and Seller.
24. Confidentiality. Buyer acknowledges that it will receive and have access, from time to time, to several confidential information property of the Seller and its affiliates, officers, employees, shareholders or partners and hereby agrees to keep the Sales Contract as well as these Conditions of Sale and the terms hereto, strictly confidential and shall not disclose it to any third party without the prior written consent from the Seller. Therefore, Buyer agrees to keep secret and confidential the content of the Sales Contract and of these Conditions of Sale and all information or documents supplied by the Seller thereto, including but not limited to information regarding the goods, its specifications, the quantity Buyer purchases and price, unless Seller provides written consent to disclose it. In any event, the Parties are subject to the confidentiality terms and conditions set forth on the Non-Disclosure Agreement signed and executed by and between the Parties (hereinafter the "Non-Disclosure Agreement"). In case of conflict between the confidentiality provisions hereto, and the confidentiality provision of the Non-Disclosure Agreement, the provisions of the Non-Disclosure Agreement will prevail.
25. Interpretation. Wherever possible, each provision of these Conditions of Sale and of the Sales Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereto shall be prohibited by or invalid under applicable law, said provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not affect the remaining provisions of these Conditions of Sale and of the Sales Contract, all of which shall continue in full force and effect and shall be construed as if the invalid or excluded provision had not been inserted.
26. Term. These Conditions of Sale will be in full force and effect during all the term of the Sales Contract or if the Seller and Buyer have this or any other Sales Contract pending to be complied with.

AUTHORIZED SIGNATURE

DATE OF SIGNATURE

By: _____
Legal Representative

ALL OUR SALES CONTRACTS ARE SUBJECT TO OUR GENERAL CONDITIONS OF SALE. PLEASE SIGN AND RETURN BY FAX OR E-MAIL TO SELLER. FAILURE TO SIGN AND RETURN WILL NOT INVALIDATE THESE CONDITIONS OF SALE OR THE SALES CONTRACT, WHICH WILL BE DEEMED ACCEPTED UPON COMMENCEMENT OF PERFORMANCE OF THE SELLER WHICH IS THE DATE THE SALES CONTRACT IS ISSUED.