

**CONDITIONS OF SALE**

1. Acceptance. Upon commencement of performance by Seller in accordance with the Sales Contract (copy attached), Buyer shall become subject to the conditions herein set forth. The offer contained in the order is expressly conditioned on Buyer's assent to the conditions hereof. The terms of these Conditions of Sale control over any conflicting language in a purchase order provided by the buyer.
2. Amendments. The order and the conditions set forth herein may not be changed or modified except in writing acknowledged by Seller. No additional or variant terms will be made a part of the contract unless acknowledged in writing by the Seller.
3. Compliance With Laws. Buyer warrants that the purchase and subsequent resale or delivery of product shall be in compliance with all applicable U.S. and foreign laws and regulations.
4. Price. The price quoted on the order does not include any tax, duty, tariff, or other charge assessed by any government entity. The Buyer shall be solely responsible for all such charges. In the case where Lamex Agrifoods Canada Limited is the importer of record into the United States or Canada for goods that are sold within the United States or Canada, Lamex Agrifoods Canada Limited will be responsible for any additional duties, taxes, tariffs or other government charges.
5. 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. In the event Buyer resells the product prior to making payment to Seller, Buyer shall hold the sale proceeds in trust for Seller.
6. Part Delivery. Part shipment/deliveries are to be permitted within the shipment/delivery period stated on the order. Each shipment/delivery constitutes a separate contract and failure of any one shipment/delivery shall not invalidate remaining shipment(s)/delivery (ies).
7. Failure to Deliver. Although shipment/delivery is given in good faith, shipment/delivery is 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 order as a result of change of fiscal policy, fire, war, breakdown, strikes, lock-outs or acts of God or any other contingency beyond Seller's reasonable control.
8. Cancellation. In the event Buyer fails to comply with any of the conditions of sale or the order, then Seller shall have, among other remedies, the right to cancel the order at Buyer's expense. If Buyer defaults on any payment, or if Seller is unable to secure credit insurance on the Buyer due to Buyer's financial condition, Seller has the right to cancel the order.
9. Nonconformity. Buyer agrees to notify Seller in writing of all non-conformities of product 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.
10. Inspection. Buyer agrees that Seller cannot be held liable for non-conformities in the quality of product sold after USDA inspection certifying wholesomeness of the product sold.
11. Interest. Buyer agrees to pay Seller an interest charge of 1-1/2 percent per month unless prohibited by applicable law on all unpaid invoices after agreed upon due date for said invoice.
12. Governing Laws. The offer and these conditions of sales, when accepted by a customer explicitly, or by acceptance of service, or otherwise, shall constitute the entire agreement between the parties, and shall be governed by and construed with the internal laws of the State of Minnesota, except as herein specifically altered. Buyer hereby agrees to submit to arbitration in Minneapolis, Minnesota by the American Arbitration Association for the resolution of all disputed arising hereunder.
13. 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 this contract. Buyer agrees to reimburse Seller for attorney's fees incurred as a result of any failure to consummate or any breach of this contract by Buyer.
14. Warranty Exclusion. Except as expressly provided in writing, Seller makes no warranty, express or implied, arising under Minnesota, U.S. 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. Seller shall not be responsible for consequential and/or incidental damages.
15. Non-waiver. The failure of Seller to enforce any provision of this contract 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.
16. Assignment. No assignment of this order may be made without the prior consent of Seller.

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AUTHORIZED SIGNATURE

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DATE OF SIGNATURE

ALL OUR SALES CONTRACTS ARE SUBJECT TO OUR GENERAL CONDITIONS OF SALE. PLEASE SIGN AND RETURN BY FAX. FAILURE TO SIGN AND RETURN WILL NOT INVALIDATE THE SALES ORDER WHICH WILL BE DEEMED ACCEPTED UPON COMMENCEMENT OF PERFORMANCE OF THE SELLER WHICH IS THE DATE THE SALES CONTRACT IS ISSU