

**GENERAL TERMS AND CONDITIONS
FOR SALES OF PRODUCTS**

THESE GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS (“Terms”) by MANTIQUEIRA USA INC., and their respective affiliates and subsidiaries (collectively, “Seller”) to buyer of the Products (“Buyer”) shall be governed by the following general terms and conditions of sale.

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 at Seller’s facility. 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, where applicable the U.S. Federal Meat Inspection Act, as amended (“FMIA”), and/or the U.S. Federal Food, Drug and Cosmetic Act, as amended (“FDCA”). The foregoing disclaimers are intended to comply with applicable law, including the Uniform Commercial Code, and shall apply to the maximum extent permitted.

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. **INDEMNIFICATION.** Buyer shall defend, indemnify, and hold harmless Seller, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) Buyer’s handling, storage, processing, use, or resale of the products after delivery; (b) any modification or combination of the products with other goods not supplied by Seller; (c) Buyer’s specifications, labeling, marketing, or representations; (d) Buyer’s failure to comply with applicable law; or (e) Buyer’s breach of these Terms. Buyer shall promptly assume the defense of any claim with counsel reasonably acceptable to Seller and shall not settle any claim

without Seller's prior written consent if such settlement imposes any obligation on Seller or admits fault by Seller.

5. LIMITATION ON DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ALL INDEMNIFICATION OBLIGATIONS SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY ARISING FROM WILLFUL MISCONDUCT OR FRAUD.

6. 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. If the exclusive remedies set forth herein are determined to have failed of their essential purpose,

Seller's liability shall be limited as provided in the Limitation of Liability section.

7. AFFILIATES. Where an affiliate or subsidiary of Seller is the contracting party, all obligations and liabilities shall apply only to such affiliate or subsidiary and not to any other affiliate or subsidiary of Seller. No affiliate or subsidiary shall have any liability unless it is a named party to the applicable transaction.

8. 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. Buyer remains obligated to pay for all Products delivered.

9. CLAIMS. All claims relating to the products shall be submitted, documented, and processed strictly in accordance with Seller's then-current Customer Claim Policy (the "Claims Policy"), as may be updated from time to time. Buyer shall comply with all requirements, procedures, and deadlines set forth in the Claims Policy, including timely notification, documentation, and obtaining a valid claim number. Failure to comply with the Claims Policy shall result in waiver of the claim. Buyer shall not withhold payment, offset, or deduct any amounts, except to the extent prohibited by applicable law, and unless expressly authorized in writing by Seller and supported by an approved claim number issued pursuant to the claims policy. The assignment of a claim number to Buyer by Seller 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. The claims policy is incorporated by reference and forms part of these Terms solely for purposes of claims administration.

10. SHIPPING INSTRUCTIONS. Buyer shall furnish complete shipping instructions and provide adequate credit as determined by Seller 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.

11. 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.

12. **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.

13. **PRICE AND PAYMENT.**

- a. Final pricing to be determined and communicated prior to ship date in accordance with the contract between Buyer and Seller. Seller reserves the right to adjust pricing upon prior written notice to Buyer, including to reflect market conditions, cost changes, or other factors. 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.
- b. Payment terms shall be as stated in the invoice. Overdue amounts shall accrue interest at the rate of one percent (1.0%) per month or the maximum allowed by law, whichever is less.
- c. All remittances must be submitted according to invoice terms. All sales are subject to Seller's approval. 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.
- d. If Seller has reasonable grounds for insecurity regarding Buyer's performance or payment, Seller may demand adequate assurance and suspend performance until such assurance is received. If adequate assurance is not provided within three (3) days, Seller may terminate any order or agreement without liability. In addition, Seller may, upon written notice, suspend or terminate any order or agreement, in whole or in part, if Buyer (a) fails to make payment when due, (b) breaches any material obligation, or (c) becomes insolvent.
- e. Seller, together with its affiliates and subsidiaries, may at any time and without notice withhold, deduct, offset, or set off any amounts due or payable to Buyer against any amounts owed by Buyer to any of them, whether arising under these Terms or any other agreement or transaction.
- f. Payment obligations are absolute and not contingent upon any claim or dispute, except as expressly permitted under the Claims Policy.

14. ORDERS. All purchase orders are subject to acceptance by Seller. Seller may accept, reject, or modify any order in its sole discretion. Acceptance of any order does not obligate Seller to supply any specific quantity except as expressly confirmed in writing.

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

16. 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.

17. CONFIDENTIALITY. Each party shall keep confidential and not disclose to any third party any non-public information received from the other party and shall use such information solely for purposes of performing under these Terms.

18. 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.

19. TERMS TO GOVERN. These Terms constitute the entire agreement between Buyer and Seller with respect to the sale of Products and shall govern all such sales, superseding and controlling over any inconsistent or additional terms in any purchase order, SOW, or other document, all of which are hereby rejected unless expressly agreed in a written agreement signed by Seller. 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.

20. 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.

21. GOVERNING LAW. The contract, including these terms and conditions, shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law rules. Any action brought pursuant to the contract, including these terms and conditions, shall properly lie in any federal or state court located in the State of Colorado. 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.

22. 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.

23. 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. The parties agree that the limitations and allocations of risk set forth in these Terms are a material part of the bargain.

24. 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.

25. 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 of 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. Buyer represents and warrants that it is not a restricted party and shall not engage in any transaction that would cause Seller to violate applicable law. Buyer shall defend, indemnify, and hold harmless Seller from any claims, penalties, or losses arising out of Buyer's noncompliance with this section.