

TERMS AND CONDITIONS OF FEED SALES FROM THE APPLICABLE TYSON FOODS, INC. SUBSIDIARY
("SELLER") AND BUYER ("BUYER") IDENTIFIED ON THE INVOICE

Delivery Location. Feed shall be delivered FOB Seller's feed mill. Seller shall provide a bill of lading at the time of delivery. Buyer shall pay all transportation costs.

Default in Payment. If Buyer fails to make full and complete payment in accordance with the terms of any Seller invoice, Seller, in addition to any other remedies available to it, may cancel any unfilled order and assess the maximum interest allowed by law to any unpaid balance.

License, Permit, or Label Modifications. Seller may cancel any unfulfilled orders in the event any governmental authority modifies or terminates any license or permit of Seller or requires Seller to modify the feed ingredient label currently approved by the state in which the feed mill from which the applicable feed is purchased is located.

Proprietary Formulation. Seller shall not, and shall not permit or cause any third party, to analyze, decompile, or reverse engineer any the feed purchased hereunder for any purpose.

Warranty. Seller warrants that the feed purchased hereunder shall contain the ingredients substantially in the proportions set forth on the label made available to Buyer at Buyer's request. This is the sole and exclusive warranty provided by Seller. SELLER SHALL NOT BE LIABLE TO THE BUYER OR ANY THIRD PARTY, TO THE EXTENT PERMITTED BY LAW, FOR ANY LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL OR REPUTATION, DEGRADATION IN VALUE OF BRANDS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Specifications. Seller shall have no obligation to ensure that any feed purchased from Seller meets Buyer's specifications or other requirements.

Biosecurity Measures. Buyer agrees to adhere, and cause any of its carriers or other agents to adhere, to any biosecurity measure requested or implemented by Seller at the feed mill identified above.

Force Majeure. Seller shall not be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of god, severe weather conditions; strikes, lockouts or labor disruption; wars, riots, embargo delays, raw material market conditions, the inability to procure supplies or raw materials; or shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of Seller. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation, or condition imposed by or on behalf of any governmental body which may prevent or interfere with fulfillment of any transaction. Seller may cancel any unfilled orders in the event of such delay.

Claims. Unless otherwise expressly agreed by Seller, claims by Buyer in connection with the condition of purchased feed or any warranty related thereto must be made promptly and in no event later than 30 days after such purchase.

Waiver Generally. Waiver by Seller of any breach of any of the provisions of this Agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any breach by buyer hereunder shall not be deemed to be a waiver of future breaches of the same or similar kind.

Waiver of Jury Trial. THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER

PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

Complete Agreement. These terms and conditions constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof. Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth herein. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's acceptance of all or any part of the feed ordered by Buyer. No addition to or modification of these terms and conditions shall be binding upon Seller unless an officer of Seller agrees to such terms in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to these terms and conditions, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions, or constitute a waiver by Seller of any of these terms and conditions. Any reference to Buyer's purchase order by Seller shall not affect or limit the applicability of these terms and conditions.