



## Swift & Company®

### STATEMENT OF TERMS AND CONDITIONS FOR INTERNATIONAL SHIPMENTS

1. Definitions

The following words of both sales acknowledgement and these terms and conditions have the meanings hereby assigned.

“Seller” means Swift & Company; (all Swift entities).

“Buyer” means the customer who purchased any commodities from

“seller” or an importer that the customer nominated herein.

2. Governing Law/Arbitration

These TERMS AND CONDITIONS shall be governed by and construed in accordance with the law of the United States and law of the State of Colorado. Any dispute arising from these TERMS AND CONDITIONS shall be settled by binding arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association then in effect. The prevailing party in the arbitration shall be entitled to enter the decision with a court having appropriate jurisdiction if such action is necessary to enforce the arbitration decision.

3. Obligation of Seller and Buyer

Seller must provide the goods, commercial invoices and other necessary documents in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

Buyer must pay the price as provided in the contract of sale. The price is always in United States Dollars and must be paid in United States Dollars, unless otherwise specified herein, regardless of any fluctuations in the currency. Buyer must obtain at his own risk and expense any import license or other official authorization and carry out, where applicable, all customs formalities necessary for the import of goods. Any import disruption will not relieve the buyer of his obligation to pay for the goods.

4. Quantity

Ordered weight/box count is to be shipped subject to product availability at Seller’s option unless otherwise specified.

5. Notice to Seller

Buyer shall furnish shipping instructions and provide adequate credit not less than 14 days in advance of the shipment to enable seller to perform its obligations.

6. Shipment

The routing of shipments and vessel selection will be at Seller’s option.

7. Claims:

International shipments will be subject to the international claims policy posted on the Swift web site.

8. Force Majeure

Seller shall not be liable to Buyer for failure of or delay in performance hereof when such failure or delay is caused by conditions beyond Seller’s control including, but not limited to war, riot, strike, labor dispute, fire, flood, tornado, hurricane, government intervention/requisition, embargo, shortage of raw materials, breakdown shortage or non-availability of transportation facilities or equipment or any Act of God or other condition not occasioned by Seller’s negligence. If Seller declares force majeure hereunder the parties’ agreement shall remain in full force and effect for a period of sixty days from said declaration. After the expiration of said sixty days Seller may cancel any unperformed portion hereof upon ten days written notification to Buyer.

9. Alteration of Terms/Severability

None of these TERMS AND CONDITIONS may be added to, modified or superseded, or otherwise altered, unless in writing and signed by both parties, and specifically referring to these TERMS AND CONDITIONS. The provisions of these TERMS AND CONDITIONS shall be deemed to be severable and the validity or partial invalidity of any provisions hereof shall not affect the validity or enforceability of the remaining provisions.