

Terms & Conditions of Sale – Miscellaneous Invoices

The following terms and conditions shall apply to any transaction for the sale of goods and/or services reflected in this invoice by Tyson Foods, Inc., any of its affiliates or subsidiaries (in each case, "Tyson") including non-bulk poultry feed and/or services provided to the buyer ("Buyer") reflected in this invoice. For sales by Tyson of bulk poultry feed, the applicable terms and conditions are located at <https://tysonscore2.azureedge.net/assets/media/corporate/legal/terms-and-conditions-of-feed-sales.ashx?la=en>.

Buyer agrees not to disclose to others, nor use without the express written permission of Tyson, any Confidential Information disclosed or derived during or as a result of visiting a Tyson facility. "Confidential Information" means any and all information or data relating to Tyson, including but not limited to technical, product and process, equipment, production and operational information and data whether written, oral or visual.

TYSON SELLS ANY GOODS OR SERVICES REFLECTED IN THIS INVOICE TO BUYER, AND BUYER ACCEPTS ALL SUCH GOODS OR SERVICES, "AS IS," "WHERE IS," AND "WITH ALL FAULTS." EXCEPT AS EXPLICITLY SET FORTH HEREIN, TYSON DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATED TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. TYSON WARRANTS THAT TITLE TO ALL GOODS SOLD HEREUNDER HAS NOT BEEN ENCUMBERED BY TYSON AND TYSON WILL DEFEND SUCH TITLE AGAINST ALL CLAIMS BASED ON THIS WARRANTY. TYSON DOES NOT UNDERTAKE TO DEFEND ANY CLAIM OF TITLE, AND EXPLICITLY DISCLAIMS ANY WARRANTY OF TITLE, ARISING UNDER ANY PARTY OTHER THAN TYSON.

Buyer is responsible for loading, removing, and/or delivering any goods sold hereunder. Buyer assumes all risks of, waives all claims for damages for, and releases and forever discharges Tyson, its subsidiaries, affiliates, officers, agents, and employees, on its own behalf and that of its employees, contractors, representatives and successors, from any and all claims, demands, rights and causes of action of whatever kind or nature, including, but not limited to, loss or injury to life, person or property, which may be sustained by Buyer during, as a result of, or in any way connected with the goods or services purchased hereunder, Buyer's visit to a Tyson facility in any way connected with the goods or services purchased hereunder, both for the present as well as future visits, and for delivery or removal of any goods purchased hereunder, regardless of cause, including the negligence or greater fault of Tyson. Buyer waives express notice of any hazardous condition or conditions, which may exist in, upon or about the facility and property, and assumes all risks of the same. Buyer will indemnify, defend and hold Tyson, and its officers, subsidiaries, agents, and employees, harmless from liability against, or from any injury, loss, liability, fine, penalty, claim, damage, fee, expense, or cost (including reasonable legal fees and expenses) by any third party, based upon, arising from, or relating directly or indirectly to the transaction reflected in this invoice.

IN NO EVENT SHALL TYSON BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES OF ANY DESCRIPTION, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF TYSON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES ARISING OUT OF THE TRANSACTIONS REFLECTED IN THIS INVOICE AND ANY MATTER RELATED THERETO. TYSON'S LIABILITY ON ANY CLAIM OF ANY

KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH OR ARISING OUT OF THE TRANSACTIONS REFLECTED IN THIS INVOICE AND ANY MATTER RELATED THERETO, OR FROM TYSON'S PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, SHALL NOT EXCEED THE INVOICE PURCHASE AMOUNT ACTUALLY PAID TO TYSON BY BUYER HEREUNDER.