

STANDARD TERMS AND CONDITIONS OF SALE

The term "Seller" refers to Christofersen Meats Co. dba Swanson Meats, Inc., its affiliates or subsidiaries; the term "Customer" refers to the person or entity purchasing for value any good or service from Seller, regardless of whether said person or entity has previously established a Customer Account with Seller.

1. Seller's Product Return Policy ("Return Policy") is incorporated by reference. Additionally, the terms and conditions section contained in the original Customer Account Application form completed by the Customer upon the opening of the Customer's Account with Seller ("Account Application") are incorporated by reference. If Customer has not completed an Account Application, then only the Return Policy is incorporated by reference. Seller and Customer mutually agree that these documents are intended to be read together, with any material discrepancy in terms among the documents to be definitively and finally resolved by (1) applying the most recently published version of the conflicting term; (2) excising those terms which are in direct conflict with the most recently published version of the term; and (3) having all other non-conflicting terms remain in force. Seller will provide at no cost to Customer a copy of Account Application, Return Policy, or both upon written request of Customer.
2. All goods intended for human or animal consumption ("food products") provided under this sale are warranted by the Seller to be wholesome and of good quality at tender of delivery, unless clearly specified otherwise. Once food products leave Seller's direct control, Seller shall not be responsible for either the quality or the condition of the food products. For all goods sold, both food and non-food, Seller expressly disclaims all warranties of fitness for a particular purpose, whether expressed or implied.
3. Seller's liability under this sale shall be limited to the actual sale price of goods purchased by Customer from Seller, and in no case will Seller's liability extend to incidental or consequential losses which Customer may experience subsequent to Customer's acceptance of goods.
4. All amounts due to Seller are payable at in accordance with the payment terms established by Seller's credit department. Customer agrees to pay all obligations due Seller within assigned payment terms. Seller reserves the right to change the terms of credit extended to the Customer at Seller's sole discretion and without notice. Acceptance of payment outside of stated credit terms shall not operate as Seller's waiver of stated credit terms. Customer shall pay Seller a service charge for all checks or other payments returned by Customer's bank up to the maximum allowable by law. Past due balances may be assessed a finance charge of 18% per year or the highest maximum rate permitted by law, whichever is less. Unless otherwise agreed upon by the Parties, payment is to be made at Seller's principal place of business no later than close of business upon the due date. A convenience fee may be added to payments made via credit card.
5. To secure payment and performance of each and every obligation which Customer may now or at any time hereafter owe to Seller, Customer grants Seller a security interest in Customer's existing and hereafter acquired: (i) inventory; (ii) accounts, contract rights, and other rights to payment; (iii) instruments; (iv) chattel paper, both tangible and electronic; (v) equipment; (vi) documents; and (vii) general intangibles. Customer agrees to inform Seller by certified mail within 10 days of any changes to Customer's name, business status, or ownership.
6. In the event of Customer's default, Seller may, at its option, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever to Customer, declare all of Customer's obligations to Seller immediately due and payable. In addition to Customer's default under this sales agreement, Seller may also treat Customer's default on any contract with any of Customer's suppliers, vendors, lenders, creditors, and secured parties as an event of default on this agreement. Customer agrees to pay all of Seller's reasonable costs, including attorneys' fees and litigation expenses, associated with collecting this or any other obligation due by Customer to Seller.
7. Any dispute or litigation arising out of this agreement shall be exclusively venued in the District Court in Hennepin County, Minnesota, and shall be governed and interpreted according to the laws of the State of Minnesota, except that those portions of Minnesota Law originating in the United Nations Convention on Contracts for the International Sale of Goods (CISG) are specifically excluded where such exclusions are allowed under law. If any part of this agreement is deemed unenforceable by any court of competent jurisdiction, that part alone shall not be enforced and the remainder of the agreement shall remain in force.
8. Seller specifically objects to any and all proposed modifications to these terms, and any such proposed modification shall not be binding on Seller unless agreed to in writing in advance by its President.