

General Terms and Conditions of Sale

GOODS AND SERVICES SOLD BY FOODLINX, INC. ("SELLER") ARE SPECIFICALLY SUBJECT TO THE GENERAL TERMS AND CONDITIONS (TERMS AND CONDITIONS) SET FORTH BELOW. SELLER'S ACCEPTANCE OF BUYER'S AGREEMENT OR INSTRUMENT TO PURCHASE IS LIMITED TO THE TERMS AND CONDITIONS HEREIN UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER'S ACCEPTANCE AND/OR PAYMENT OF ANY GOODS SHIPPED OR SERVICES PROVIDED BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

MODIFICATIONS OF TERMS: Except as otherwise agreed in writing signed by SELLER and Buyer, Buyer expressly agree that SELLER may modify these TERMS AND CONDITIONS from time to time, and such modifications shall be binding upon Buyer.

PRICE: Unless otherwise specified on receipt of an order confirmation by SELLER, all prices are FOB (FREE ON BOARD) with freight for SELLER'S account. The price is always in United States Dollars and must be paid in United States Dollars regardless of any fluctuations in the currency or other conditions unless otherwise agreed upon in writing by both parties.

CREDIT: PAYMENTS: SELLER may extend credit to Buyer is conditional upon Buyer's timely payment of invoices, and upon the financial stability of Buyer. SELLER reserves the right to limit, cancel or revoke credit of Buyer any time for any reason including late payments. SELLER may require payment or other security in full in advance prior to sale of goods.

WARRANTY: SELLER warrants that it has the right to convey good title to the Goods. SELLER further warrants that, at the time of shipment hereafter made by SELLER, the Goods (i) conform to specifications, and (ii) shall not be adulterated or misbranded within the meaning of the U.S. Federal Meat Inspection Act, as amended ("FMIA") (if applicable), the U.S. Poultry Products Inspection Act, as amended ("PPIA") (if applicable), and/or the U.S. Federal Food, Drug and Cosmetic Act, as amended ("FDCA") (if applicable). EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN THIS SECTION, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED. In the event of SELLER'S breach of the above warranty, Buyer's exclusive and sole remedy shall be limited to replacement of non-conforming goods with conforming goods. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

TITLE/RISK OF LOSS: Unless specified otherwise herein, title and risk of loss shall pass to Buyer at the time the cargo is delivered and laden at the port of shipment. Buyer shall be responsible to insure the cargo in transit.

SHIPPING INSTRUCTIONS: Buyer shall furnish complete shipping instructions and provide adequate credit not less than 14 days in advance of the beginning of the shipment to enable SELLER to perform its obligations hereunder. 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 order for purposes of Buyer furnishing complete shipping instructions. The destination routing of shipments and conveyance selection will be at SELLER'S option.

INSTALLMENT ORDER: In the event a sale is deemed or interpreted to be an installment order, the failure of SELLER to ship or deliver any installment when due will not substantially impair the value of the transaction as a whole and will not constitute a breach of the transaction 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 said goods as soon as SELLER can reasonably do so.

QUANTITY: Ordered counts or quantities (weight/carton) is shipped at plus or minus 1% at SELLER'S option unless otherwise specified.

CLAIMS: Before or upon tender of delivery of Goods, Buyer will provide immediate notification to SELLER of any alleged Product nonconformity, including any off-condition Product, shortage, or any other discrepancy or situation which may impair the value of the Goods or justify payment of less than the amount billed. This notification will be made to SELLER within forty-eight (48) hours of tender of Product. Failure to make such a claim within said event shall constitute an irrevocable acceptance of the goods and conclusively establish that the goods fully comply with all the terms, conditions and specifications of the order.

DEFAULT: If Buyer (1) fails to furnish shipping instruction within the time specified, (2) fails to order any shipment hereunder within the time specified, (3) fails to supply adequate credit within the time specified, (4) refuses to accept any shipment properly tendered hereunder, (5) fails to tender any payment hereunder when due, or (6) fails to perform in any other respect according to its obligations set out in the terms herein (each of which shall be a material breach of the parties' agreement), SELLER may treat such default as (a) a total breach of the entire agreement, or (b) a breach only as to the individual shipment or installment, and, in addition to any other remedies which SELLER may have at law or in equity, SELLER may (x) cancel this agreement; (y) terminate this agreement as to the portion thereof in default or as to any unshipped balance, or both; (z) resell, after ten (10) days written notice to Buyer, any of the goods which have been shipped and which Buyer has wrongfully failed or refused to accept, and receive from the Buyer the difference between the order price thereof and the price obtained on resale if the latter be less than the former, as well as any incidental loss and expense.

FORCE MAJEURE: SELLER shall not be liable to the Buyer if the SELLER is affected by a Force Majeure Event or other condition not occasioned by SELLER'S negligence. The SELLER must use reasonable efforts to remove, overcome or minimize the effects of that Force Majeure Event. The Seller shall give notice to the Buyer of the nature of the Force Majeure Event, its likely duration and the obligations affected by the Force Majeure Event. If SELLER declares force majeure hereunder the parties' agreement shall remain in full force and effect for a period of forty-five (45) days from said declaration. After the expiration of said time SELLER may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

ASSIGNMENT: The rights and obligations under these TERMS AND CONDITIONS are not assignable to either party unless in writing and signed by both parties.

TERMS TO GOVERN: These TERMS AND CONDITIONS shall govern regardless of the provisions of any form used by Buyer. No prior or contemporaneous negotiations, correspondence, conversations, prior course of dealing and usage of trade shall be deemed in any way to affect the specific terms hereof. These TERMS AND CONDITIONS shall be binding upon Buyer if the goods are shipped.

LIFE OF CONTRACT RIGHTS: These TERMS AND CONDITIONS shall be binding upon the inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

GOVERNING LAW AND DISPUTE RESOLUTION: These TERMS AND CONDITIONS shall be governed by and construed in accordance with the law of the United States and the law of the State of California. Manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order. Any controversy or claim arising out of or in any way relating to 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. Any such arbitration shall be held in Burlingame, California, unless, by written agreement, the parties hereto select another location. 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.

SEVERABILITY: The provisions of 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.

ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF GOODS: IN THE EVENT OF A CONFLICT BETWEEN SELLER'S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES OF SELLER GOODS.

DESTINATION CONTROL STATEMENT: The goods, services and/or intellectual property subject to this Confirmation, if intended to be exported (or reexported) from the United States, will be exported (or reexported) in accordance with the U.S. Export Administration Regulations. At minimum, a antidiversion statement is required on the commercial invoice and bill of lading documents. Additional information is available from SELLER upon request.

EXPORT CONTROLS AND RELATED REGULATIONS: Buyer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Buyer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

FOREIGN PRINCIPAL PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION: It is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable purposes; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At SELLER'S request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by SELLER.

U.S. FOREIGN CORRUPT PRACTICES ACT: Buyer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of the Goods ordered from SELLER.

PERMITS, EXPORT, AND IMPORT LICENSES: Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

COMPLETE AGREEMENT: These TERMS AND CONDITIONS, together with Buyer's purchase order and sales order or agreement, if any, constitute the sole and entire agreement between Buyer and SELLER with respect to any order. In addition, no provision of this agreement shall confer upon third parties any right or remedy.