



CONDITIONS OF SALE

APJ MEATS, INC.

This contract shall be binding for all purchases made by Buyer from APJ Meats, Inc. (hereinafter known as "Seller") until changes are made and agreed to by both parties.

1. At the time of delivery, if Buyer is insolvent or a petition in Bankruptcy is filed by or against it, this contract is cancelled.
2. Seller shall not be responsible for delay in vessels or non-delivery due to circumstances beyond its control, including but not limited to strikes, lockouts, floods, fire, accident, force majeure, rejection by the U.S. Department of Agriculture, Meat Inspection Division or U.S. Food & Drug Administration. In such event, the Seller shall not be required to replace product nor be responsible for market loss.
3. Any increase in current U.S. Import duties, freight rates, pier charges, or the imposition of taxes or assessments payable by reason of the importation of the goods subject to this and all future sales, are for the account of the Buyer.
4. SELLER GUARANTEES THAT ALL MATERIAL SHALL BE, AT THE TIME AND PLACE OF DELIVERY, OF MERCHANTABLE QUALITY OF SUCH NATURE AS TO PASS, IN THE TRADE, UNDER THE CONTRACT DESCRIPTION AND FIT FOR THE ORDINARY PURPOSE FOR WHICH SUCH GOODS ARE USED. IF THE MATERIAL SUPPLIED FAILS TO MEET THE TERMS OF THIS GUARANTEE, SELLER'S LIABILITY SHALL BE LIMITED TO EITHER REPLACEMENT OF DEFECTIVE GOODS, OR REFUND OF THE PRICE PAID AT THE OPTION OF THE SELLER. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AS TO THE QUALITY OF THE MATERIALS ORDERED AND SHALL NOT BE LIABLE FOR ANY SPECIAL DAMAGE OR OTHER DAMAGES CLAIMED BY BUYER OTHER THAN STATED THEREIN. PURCHASER WILL INSPECT DELIVERED MATERIALS IMMEDIATELY UPON ARRIVAL AND NOTIFY, IN WRITING, SELLER WITHIN 10 DAYS OF ANY DAMAGE, SHORTAGE OR VARIATION FROM DESCRIBED PRODUCT. ALL CLAIMS NOT MADE IN WRITING AND RECEIVED BY SELLER WITHIN THE TIME PERIOD SPECIFIED ABOVE SHALL BE DEEMED WAIVED.
5. Buyer shall accept product when tendered and upon failure to do so, all costs and charges accruing shall be for Buyer's account.
6. This confirmation of sale constitutes Buyer's acceptance of Seller's offer and is subject to all the terms and conditions contained herein, and constitutes the entire agreement between the parties.
7. The contract shall be deemed to have been entered into in the State of Florida and any controversy, claims or dispute arising out of same, shall be governed by the laws of the State of Florida. The parties agree that the courts of the State of Florida shall have jurisdiction over Buyer with respect to any controversy, claim or dispute arising out of this contract, and further agree that either party will be entitled to recover attorneys' fees and court costs which may result from breach of this contract.
8. In the event of a default or breach of this contract by the Buyer, Buyer agrees to pay in addition to damages, reasonable attorney's fees not to exceed 20% of the damages.

Accepted By:

Buyer: _____ APJ Meats, Inc.
 Company Name

Dated: _____

183 Landrum Lane, Suite 204, Ponte Vedra Beach, Florida 32082

Telephone: 904-373-3038

Facsimile: 904-373-3045