



312.224.2737 | accounting@chicagoprime.com

CHICAGO PRIME PACKERS INC MASTER SALE AGREEMENT

(CPP Master Sale Agreement)

This CPP Master Sale Agreement is between Chicago Prime Packers (CPP), the Seller and _____ located at _____ (Buyer) (collectively "Parties").

CPP and Buyer agree as follows:

DOCUMENTS

Buyer agrees that all purchase orders between the Parties are subject to all terms, conditions and provisions of this CPP Master Sale Agreement and CPP's Bill of Lading. Buyer further agrees that by proceeding with its purchase, Buyer confirms its acceptance of all the terms contained within the CPP Master Sale Agreement and the CPP Bill of Lading. CPP shall ensure that all product consisting principally of, but not limited to, beef, veal, pork, lamb and fish (Product) shall meet Buyer's specifications as set forth in the purchase order(s). Such specifications may be amended only by agreement of CPP and must be in writing as set forth in an amended purchase order executed by both CPP and Buyer.

PAYMENT

Payment must be received by CPP within seven (7) days of Buyer's receipt of the Product described in the purchase order. Late payments will result in an additional interest charge of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum but not to exceed at any time the highest legal rate of interest legally allowed. CPP may elect to refuse any further shipments of Product to Buyer until all amounts due and owing to CPP have been paid in full. This includes any and all purchases by Buyer that have previously been contracted for by the Buyer from CPP. CPP's preferred method of payment is via ACH.

BILL OF LADING

Upon receipt of the Product, if a clean Bill of Lading is signed by Buyer or its agent or its receiver, then Buyer waives any and all defenses that the Product, at the time of delivery, was unsatisfactory in anyway. Buyer's or its agent's or its receiver's execution of a clean Bill of Lading is Buyer's further agreement that the Product was received in satisfactory condition and that it is wholesome and merchantable for human consumption.

REJECTION OF PRODUCT

If the Product is rejected by the Buyer, for any reason, the Buyer must contact CPP within one (1) hour of the time of delivery. Buyer must call telephonically CPP at 312-670-7072 AND send a text message to 262-745-6280 AND an email to joe@chicagoprime.com. These communications must: 1) explain the reasons for the rejection; 2) provide pictures of the rejected Product; and 3) provide photographic temperature readings of the rejected Product which shall be done with a hand held infrared thermometer. If the above steps are not taken within one (1) hour of the time of delivery, the Product shall be deemed as accepted in satisfactory condition and wholesome and merchantable for human consumption.

In the event Product is rejected outside the United States, Buyer shall return the Product at its sole charge and expense to CPP at the port of export from the United States.

INSURANCE

Buyer shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Buyer's operations regarding, and sale of, the Product. Such insurance shall include Comprehensive General Liability Insurance including Products Liability and Completed Operations, Personal Injury Liability, Contractual Liability and Broad Form Property Damage Coverage with limits of not less than \$2,000,000 Combined Single Limit per any one occurrence for bodily injury and property damage. The Contractual Liability Insurance shall specifically insure the Indemnification provision below. Buyer shall ensure that CPP is an Additional Insured under the aforementioned insurance contract.

Certificates of Insurance evidencing coverage and in the amount set forth in this provision shall be provided to CPP. The Certificate shall further provide that the coverage therein afforded shall not be canceled or reduced except by written notice to CPP given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such Certificate is cancelled or reduced, Buyer shall procure and furnish to CPP before the effective date of such cancellation or reduction, new Certificates confirming to the above requirements.

The signatures set forth below acknowledges CPP's Master Sale Agreement and that the Buyer has read, understands and agrees to be bound by its terms.

Chicago Prime Packers (CPP)

Jason Helms, CFO

Signatory signature: _____

PO Box 83, Wichita, KS 67201

Date: _____

INDEMNIFICATION

To the fullest extent permitted by law, Buyer will defend, indemnify and hold CPP and its owners, agents, employees, representatives, and affiliated entities (collectively, the Indemnitees) harmless from and against any and all claims, liabilities, losses, actions, causes of action, damages, costs, expenses, including attorneys' fees, expert costs, and investigation costs, awards, fines, penalties, orders and/or judgments or other sums or relief arising out of or relating to death of or bodily injury to persons, injury or damage to tangible property, and/or other losses, damages or expenses, including economic losses arising out of or related to the Product, including but not limited to all preparation, sale and quality of the Product (Indemnified Matters), regardless of whether the Indemnified Matters are caused in part by Indemnitees. However, Buyer shall not be obligated to indemnify the Indemnitees with respect to damages which are ultimately determined to be caused by the sole negligence or willful misconduct of the Indemnitees. The insurance procured and maintained by Buyer shall insure the performance of Buyer's indemnification obligations as set forth above, but these insurance provisions shall not be construed to in any way limit Buyer's Indemnification obligations to the Indemnitees, nor shall Buyer's indemnification obligations be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Buyer. The indemnity provided herein is intended to and will survive the expiration or termination of this CPP Master Sale Agreement until any claim or action with respect to any of the Indemnified Matters is barred by the applicable statute of limitations.

ARBITRATION

Any controversy or claim arising out of or relating to the CPP Master Sale Agreement, purchase order(s) and/or CPP's Bill of Lading, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado and pursuant to the Federal Arbitration Act. Time is of the essence for any arbitration under the CPP Master Sale Agreement, purchase order(s) and/or CPP's Bill of Lading, and arbitration hearings shall take place within 90 days of filing and awards rendered no more than 30 days after the hearing. Arbitrator shall agree to these limits prior to accepting appointment. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees which shall include the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The Parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

AMENDMENT

The Agreements may be amended or supplemented only in a writing executed by authorized representatives of CPP and Buyer.

NOTICES

All notices required hereunder shall be in writing and shall be deemed properly served if delivered via email to the email address contained in this Section or to such email address as CPP may designate in writing, from time to time. All notices shall be deemed received on the date of the delivery of the email. Notices for CPP shall be sent to: joe@chicagoprime.com. Notices to Buyer shall be sent to Buyer's email address.

AUTHORITY; COUNTERPARTS

The individuals executing the Agreements on behalf of each party is duly authorized to bind such party. These Agreements may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument.

Buyer: _____

Buyer's Address: _____

Name of signatory/Title: _____

Signatory signature: _____

Date: _____