

**TERMS OF SALE
COUNTRY FRESH PRODUCTS, LLC**

Effective Date: March 29, 2021

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH COUNTRY FRESH PRODUCTS, LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products through the Country Fresh Meats retail website (the "**Site**"), which is owned by Country Fresh Products, LLC. These Terms are subject to change by Country Fresh Products (referred to as "**us**", "**we**", "**our**" or "**CFP**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Effective Date" referenced on the Site. You should review these Terms prior to purchasing any product that are available through this Site. Your continued use of this Site after the "Effective Date" will constitute your acceptance of and agreement to such changes.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept Visa and Mastercard for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

4. Shipments; Delivery; Title and Risk of Loss.

(a) Currently, online orders are only accepted for customers in a Spee-dee Delivery service area (WI, MN, IA, IL, ND, SD, NE & Upper MI). You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order. All Orders placed on the Site are subject to product availability. To order products outside the service delivery area noted above, please call 715-359-1311 for a shipping quote.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Cancelling or Changing an Order. You may request that your order be cancelled or changed by contacting us at the contact information provided in your confirmation email. The ability for the order to be cancelled will be at the sole determination of CFP. Changes to delivery or pickup times after the time the order is submitted may not be available. All products purchased on the Site are non-returnable.

6. Liability. You acknowledge that the Site and the online shopping and ordering services are provided on an “as is” and “as available” basis and that we do not make any warranty or representation as to its availability, usability, or fitness for a particular purpose. We do not warrant that any information provided by our suppliers, including product descriptions or other content, is accurate, complete, reliable, current or error-free. We are not liable to you if we are unable to supply a particular product. We exclude all other implied terms and warranties, whether statutory or otherwise, relating to the Site, any product ordered, deliveries, pickup orders or otherwise. To the fullest extent permitted by applicable laws, we will not be liable to you for any claims, losses, demands, or damages of any kind whatsoever with respect to or connected to these Terms, your use of the Site, unauthorized use of your credit card or the products purchased from the Site, including, without limitation, direct, indirect, incidental, or consequential losses or damages, whether it be in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, loss or corruption of data and any other commercial or economic loss of any kind). Further, our liability to you for loss or damage of any kind arising out of these Terms or in connection with the relationship established by them is limited to the aggregate dollar amount paid by you to CFP for the applicable order related to the loss or damage or the most recent order from the Site, if such loss is not directly related to any one order or use of the Site. This limit applies whether our liability is in contract, tort (including negligence), under any statute or otherwise. The limitation of liability set forth above shall only apply to the extent permitted by law.

7. Goods Not for Resale or Export. You represent and warrant that you are buying products from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

8. Privacy. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

11. Dispute Resolution and Binding Arbitration.

(a) **YOU AND CFP ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/arb_med). The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of CFP.

14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

15. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) via the Contact Us form on the Site or (ii) by personal delivery, overnight courier, or registered or certified mail to 9902 Weston Avenue Weston, WI 54476. We may update the information for notices to us by posting a notice on the Site.

Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

17. Entire Agreement. These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.