

BIO-OREGON - STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. These Standard Terms and Conditions of Sale and the nonconflicting provisions in Bio-Oregon's quotation, if any, acknowledgment or invoice (collectively, the "Agreement") from Bio-Oregon govern in all respects all sales of any product ("Product") from Moore-Clark USA, Inc. (referred to as "Bio-Oregon") to the purchaser ("Buyer"), including without limitation future replacement Product purchased by Buyer. No terms stated by Buyer in any purchase order, acceptance or acknowledgement will become part of the Agreement unless expressly agreed to and accepted by Bio-Oregon in writing and Bio-Oregon hereby rejects any additional or different terms. The Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral, written, or electronic and all other communications between the parties relating to the subject matter of the Agreement. Bio-Oregon's quotations are offers that may only be accepted in full.

2. FEES AND PAYMENT. Fees for Product will be itemized separately on Bio-Oregon's invoice. All prices are valid for 60 days from quotation, unless otherwise specified. Fees are exclusive of all shipping and handling charges, duties, tariffs, value added taxes, sales taxes, use taxes, or assessments levied by any federal, state, municipal or other government authority that may be owed by Buyer as a result of the purchase of the Product and Services, or other charges which may be imposed upon the sale or use of the Product so that Bio-Oregon receives the full amount of fees payable without reduction for any such taxes or other fees or charges. Such charges paid by Bio-Oregon shall be for Buyer's account. Any claim for exemption from such charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Unless specifically stipulated on an invoice or otherwise agreed to in writing by the parties, fees are in U.S. Dollars and are due upon Buyer's receipt of the invoice, without right to deductions or set-off. Bio-Oregon may require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Bio-Oregon, established at Buyer's expense, or require Buyer to provide further assurance of payment satisfactory to Bio-Oregon. If payment is not made when due, Bio-Oregon may suspend all future delivery or other performance with respect to Buyer without liability or penalty and, in addition to all other sums payable hereunder, Buyer shall pay to Bio-Oregon (a) the reasonable costs and expenses incurred by Bio-Oregon in connection with all actions taken to enforce collection or to preserve and protect Bio-Oregon's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses, and (b) interest on all amounts unpaid after 30 days charged at the lesser of (i) the rate of 1.5% per month (18% annum) or (ii) the highest rate permitted by law.

3. SHIPMENT; DELIVERY; FORCE MAJEURE.

- A. Prices are quoted F.O.B. Bio-Oregon's warehouse or on a delivered basis, and are based upon 14 days (10 business days) order lead-time, cash payment terms and delivery in 20Kg bags.
- B. Changes to orders must be received at least 48 hours prior to shipping or pickup.
- C. Orders will be taken Monday through Friday, 8:30AM to 5:00PM.
- D. Normal delivery and warehouse hours are 8:30AM to 4PM Monday through Friday. Delivery outside these normal hours may be arranged if required, provided 14-day order lead-time is in place to allow for necessary staffing. Bio-Oregon reserves the right to change delivery and warehouse hours.

At Bio-Oregon's option, Product may be shipped in advance of the requested shipment date or in installments. Any claims against Bio-Oregon for shortages in shipments made must be submitted in writing to Bio-Oregon within 15 days after receipt of shipment and any claims for shortages occurring thereafter must be made by Buyer to the carrier. All delivery information (including time for shipment) is approximate. Bio-Oregon's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Buyer expressly absolves Bio-Oregon from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, labor dispute, fire, flood, governmental act or regulation, riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Bio-Oregon's reasonable control.

4. CANCELLATION; FAILURE TO TAKE DELIVERY. The Agreement, in whole or in part, cannot be canceled or postponed by Buyer except with Bio-Oregon's prior written consent and upon terms that will indemnify Bio-Oregon against loss. If Buyer postpones delivery, Buyer shall pay Bio-Oregon the sum of (y) monthly charges equal to 1.5% of the total price for the Product subject to such postponement, and (z) reasonable postponement charges.

5. MEDICATED FEED. Medicated feed not in stock will be produced on a priority basis. All approved drugs used in the production of medicated feeds are to be supplied by Bio-Oregon. Bio-Oregon will produce medicated feed orders in order of receipt from its customers.

Due to the nature of the product and government regulations concerning the production of medicated feed, all ordered and produced medicated feed will be shipped to Buyer. Bio-Oregon is unable to accept changes or cancellations to medicated feed orders.

Bio-Oregon cannot honor medicated feed quality claims for fines, proximate analysis variation or floating concerns. The small volumes usually associated with the manufacture of specialized emergency diets do not permit sufficient time to stabilize manufacturing conditions. In addition it is of high importance to achieve additive concentration targets; consequently, medicated feeds are more likely to be dusty or to float. Bio-Oregon makes commercially reasonable efforts to minimize these affects on quality, taking into account the primary objective of providing medicated feed quickly and efficiently.

Medication prices may change during the contract term depending upon drug supplier pricing changes.

6. DISCLAIMER OF WARRANTIES. Individual results from the use of Bio-Oregon feed products may vary due to management, environmental, genetic, health and sanitation differences. Therefore, BIO-OREGON DOES NOT WARRANT OR GUARANTEE INDIVIDUAL RESULTS. BIO-OREGON HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST REDISTRIBUTORY DEFECTS OR INFRINGEMENT; provided, however, that Bio-Oregon guarantees that, at the time of shipping, no article listed herein is adulterated or misbranded with the meaning of the Federal Food, Drug, and Cosmetic Act or is an article which may not, under the provisions of section 404 or 512 of the Act, be introduced into interstate commerce.

7. EXPORT COMPLIANCE.

A. If Buyer transfers Product delivered by Bio-Oregon to a third party Buyer shall comply with all applicable national and international (re-) export control regulations.

B. Prior to any transfer of Product to a third party Buyer shall in particular guarantee that:

(i) There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations, also considering the limitations of domestic business and prohibitions of by-passing;

(ii) The Product is not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and

(iii) The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

C. If required to conduct export control checks, Buyer, upon request by Bio-Oregon, shall promptly provide Bio-Oregon with all information pertaining to particular end customer, destination and intended use of the Product, as well as any export control restrictions existing.

D. Buyer shall indemnify and hold harmless Bio-Oregon from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Bio-Oregon for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Buyer.

8. LIMITATION OF LIABILITY; TIME FOR CLAIMS; INDEMNIFICATION. BIO-OREGON IS NOT LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, including but not limited to loss of profit or revenues, damage for loss of use of the Product, damage to property, or claims of third parties, including personal injury or death on account of use of the Product or failure of Bio-Oregon to adequately warn against, or instruct on, the dangers of the Product or the safe and proper use of the Product, whether or not Bio-Oregon has been advised of the potential for such damages. Bio-Oregon's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Bio-Oregon's gross negligence), whether arising under contract, warranty, tort (including negligence), strict liability, product liability or any other theory of liability, will be limited to the lesser of Buyer's actual damages or the price paid to Bio-Oregon for the specific Product that is the subject of Buyer's claim. All claims against Bio-Oregon must be brought within one year after the cause of action arises, and Buyer expressly waives any longer statute of limitations. Buyer shall defend, indemnify, and hold Bio-Oregon and its officers, directors, agents, representatives, employees, suppliers, and affiliates harmless from any and all sums, claims, costs, duties, suits, actions, losses, damages, legal fees, obligations, liabilities, and liens arising out of (a) Buyer's purchase, use, possession, ownership, operation, condition, transfer, export, transportation or disposal of the Product, (b) Buyer's violation or alleged violation of any foreign, federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety and labor practices, and (c) Buyer's breach of the Agreement.

9. MISCELLANEOUS. The Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to its conflicts of law doctrines. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. The exclusive jurisdiction and venue for all actions arising out of the Agreement, including any amendments or changes thereto, is only in a court located in Seattle, Washington, and Buyer agrees to submit to such jurisdiction and venue. Bio-Oregon's rights and remedies under the Agreement are cumulative and in addition to any other rights or remedies provided by law or equity. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees. Bio-Oregon's failure to insist on strict performance of the Agreement or to enforce a default upon the occurrence of any single, repeated, or continuing violation of any particular term or condition hereof, shall not be considered a waiver of Bio-Oregon's right to insist on strict performance of the Agreement or to enforce a default with respect to the violation of any other term or condition or, at any later time or upon any subsequent occurrence, with respect to that particular term or condition. If any of the provisions of the Agreement are held to be invalid, illegal, or unenforceable, then such provision shall be ineffective only to the extent of such invalidity and the unaffected provisions of the Agreement shall be unimpaired, and remain in full force and effect. Each Party's obligations which by their nature are intended to survive beyond the termination, cancellation or expiration of the Agreement, shall survive.