CONFIDENTIAL SALES APPLICATION

Customer Information

|  |  |
| --- | --- |
| Legal Name (As registered with the Secretary of State, or Equivalent) | Trade Style (Doing Business As) |
| Street / Street Address | Proprietor [ ]  LLC [ ]   Partnership [ ]  C Corporation [ ]  S Corporation [ ]  Other [ ]  *(please select only one)* | Year Started  |
| State/Jurisdiction of Incorporation   |
| Requested Credit Line (USD)$      |
| Premises (Check Box): Owned [ ]  Rented [ ]   | US Federal ID Number:      | GST#/PST # (CAN):      |
| Billing Address (If Other Than Above)      | Business Formerly Known As:      | Website Address |
| Estimated Monthly Purchases: | JBS Salesperson:      |
| Name of Parent Company & Affiliations (if any):      | Nature of Business:      |
| Principal Owner Officer:      | Title:      |
| Principal Owner Officer:      | Title      |
| Contact Person (Accounts Payable/Person Completing Application):      | Title:      |
| E-Mail Address      | Phone Number | Fax Number |
| Company sales are in which industry? *(circle all that apply)*Retail [ ]  Wholesale [ ]  Processor [ ]  Manufacturer[ ]  Restaurant [ ]  Foodservice [ ]  International [ ]  Trading [ ] If known please provide NAICS code:     If known please provide SIC code:       |

Trade References (Major Suppliers)

|  |  |
| --- | --- |
| Name | Name |
| City | City |
| Phone # | Fax # | Phone # | Fax # |
| Name | Name |
| City | City |
| Phone # | Fax # | Phone # | Fax # |

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| ***\*\*\*REQUIRED FOR ALL U.S.A COMPANIES\*\*\* Tax Resale/Exemption Certificate – Please attach copy of your valid and correct Tax Resale/Exemption Certificate. If you have product shipping to multiple states, please provide a copy of your multi-jurisdiction Tax Resale/Exemption Certificate. This is necessary in order to be considered for an account with JBS USA FOOD COMPANY.*** |
| ***\*\*\*REQUIRED FOR ALL CANADIAN COMPANIES BUYING BEEF\*\*\* GST FORM or EXPORT DISTRIBUTION FORM (whichever is applicable)*** |

Bank Reference (REQUIRED)

|  |  |  |
| --- | --- | --- |
| Bank Name     | Account #      | Loan # |
| City | State | Zip |
| Contact Name & Title | Phone # | Fax #      |
| ***“I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company’s credit from time to time.”*** Authorized Signature**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:      \_\_\_\_\_\_\_\_\_\_\_\_ Date     \_\_\_\_\_\_\_\_ |

**FOR CONSIDERATION OF OPEN CREDIT, PLEASE ALSO PROVIDE THE FOLLOWING INFORMATION:**

|  |  |
| --- | --- |
| MICR Information (*Checking account number and routing number information found on bottom of check*) | Is the above customer EFT (Electronic Funds Transfer) capable? *(please Select)* YES[ ]  NO[ ] If yes, please circle all that apply  ACH[ ]  Wire[ ] Contact Person Phone Number |
| Invoice Delivery Preference (check all that apply):[ ]  Email Address: @[ ]  Fax Number:     [ ]  Mail[ ]  EDI |

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| --- |
| **Financial Statements -** (please select only one) Attached**[ ]** To be mailed / emailed / faxed**[ ]** Fiscal Year End (please list) **Please note, for consideration of open credit, the JBS USA Food Company and JBS Food Canada ULC. (“JBS”) credit policy requires all customers to provide two full years of financial statements prepared by an outside accountant and any year-to-date financial information available**. The full year financial statements should include a letter from the preparing accountant and any applicable notes. Information may be faxed to the Credit Analysis Department’s direct confidential fax line at 970-346-4669. Information may also be emailed to the following confidential email address: credit.analysis@jbssa.com. **All documents sent to the Credit Analysis Department are held strictly confidential**. If open credit cannot be granted based on the financial statements provided above, JBS offers a variety of additional security options to obtain credit including the following: Stand-by Letter of Credit, Cash Security Deposit, or Cross-Corporate Guaranty (if applicable). |
| **On behalf of Customer, the undersigned certifies that all information provided in connection with this application is, and that all information subsequently provided to Vendor in connection with this application shall be, true and correct in all material respects and the undersigned acknowledges that Vendor will be relying on such information. “The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the sales application terms and conditions.”**Authorized Signature**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:      \_\_\_\_\_\_\_\_\_\_\_\_ Date     \_\_\_\_\_\_\_\_ |

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| The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status of age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program: or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. Applicant agrees that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family, or household purposes. By submitting this application and agreement, including any financial statements and additional information, the entity identified above ("Customer") is applying to JBS and its subsidiaries (collectively, "Vendor ") to obtain trade credit. By the signature below, the Undersigned represents that Customer is a valid business entity and that the Undersigned is an authorized representative of Customer with authority to enter into contractual agreements. Customer agrees to notify the Vendor in writing of any change in ownership, the name, or the business structure under which credit is established. The Undersigned agrees to the credit policies established from time to time by Vendor and further agrees that all sales of Vendor products to Customer shall be governed by Vendor's terms and conditions of sale as stated on each Vendor sales transaction document, posted on the Vendor's website, or as otherwise communicated to Customer. Customer agrees to make payment in full to Vendor for all amounts due according to Vendor's invoice on or before the net due date. Customer agrees to the terms and conditions of JBS’ Claims Policy and Procedure as the same may be revised from time to time. JBS shall provide a copy of the Claims Policy and Procedure to customer upon request. The undersigned acknowledges that if Customer should default in any payment(s), Vendor reserves the right to declare all invoice amounts due and payable without notice to Customer. A service charge of one and one half percent (1-1/2%) per month, or eighteen percent (18%) per annum, or the highest legal rate, which ever is greater may be assessed on delinquent invoices. Applicant further expressly agrees that it shall be liable and pay all attorneys’ fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, including but not limited to attorneys’ fees and costs associated with the enforcement of any of the terms of this Application and attorneys’ fees and costs resulting from a default under this Application. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of JBS and that Applicant expressly waives its venue rights without reference to conflicts of laws principles. This agreement is not transferable or assignable without prior written consent of Vendor.The applicant(s) authorizes JBS and its subsidiaries to contact any and all references, persons, banks, companies, and suppliers identified in the application to obtain credit information for the purpose of evaluating the applicant’s credit worthiness and the terms and conditions of any agreement to extend credit to the applicant(s). The applicant(s) hereby authorizes each identified person or reference to release all information within its possession pertaining to the applicant(s) that may be requested by JBS and its subsidiaries. The applicant(s) also authorizes JBS and its affiliates to disclose credit information concerning the applicant(s) to any credit reporting agency, bank or trade supplier upon request.On behalf of Customer, the undersigned certifies that all information provided in connection with this application is, and that all information subsequently provided to Vendor in connection with this application or the credit extended to Customer by Vendor shall be, true and correct in all material respects and the undersigned acknowledges that Vendor will be relying on such information with respect to making decisions regarding Customer’s terms and credit. The undersigned hereby consents to Vendor obtaining information about the Customer and the undersigned personally from credit reporting agencies and other sources Vendor deems appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account. The undersigned acknowledges that Vendor reserves its right, at its sole discretion and without notice, to decline, change, or revoke the terms of credit provided to Customer, and cancel all available credit and refuse to make future advances.***For Canadian Based JBS Food Canada ULC. Customers:*** To secure any indebtedness or obligation of the applicant(s) to JBS Food Canada ULC., the applicant(s) does hereby grant to JBS Food Canada ULC. a purchase money security interest in all products, materials and goods (including any proceeds derived from the sale thereof) sold by JBS Food Canada ULC. to the applicant(s) together with a security interest in all of the applicant’s other personal property of whatever nature, tangible or intangible, wherever located, now existing and in which applicant(s) may hereafter acquire an interest.**Authorized Signature** – “The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the sales/credit application terms and conditions.”Print Name:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:      Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated this      \_\_\_\_\_\_\_\_\_\_\_ Day of      , 20      |
| JBS Internal Use Only |
| Line of Business:[ ]  JBS USA Food Company - Beef[ ]  JBS USA Food Company - Pork[ ]  JBS USA Food Company - Int’l[ ]  JBS Food Canada ULC. |  |

NOTICE OF TERMS AND CONDITIONS

THE FOLLOWING TERMS APPLY TO ALL SALES, REGARDLESS OF LOCATION

1. JBS USA Food Company and JBS Food Canada ULC (JBS) guarantees that, as of the date of shipment or delivery, products supplied by JBS (i) are not “adulterated” or “misbranded” as such terms are specifically defined in the Federal Meat Inspection Act, as amended (the “Act”), and (ii) are not an article which is prohibited from introduction into interstate commerce as described under Part 302 or Part 325 of the Act.

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY) OR OTHERWISE, SHALL JBS USA, LLC BE LIABLE TO CUSTOMER, OR CUSTOMER’S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION OR OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS OR DOWN-TIME COSTS). CUSTOMER ASSUMES ALL OTHER RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS RESULTING FROM THE USE OR SUBSEQUENT SALES OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES GRANTED TO IT HERE UNDER ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OF CUSTOMER ARISING UNDER THIS CONTRACT.**

1. Before or upon tender of delivery of goods, customer will provide immediate telephone notification to JBS if any alleged nonconformity, including any off-condition product, shortage or any other discrepancy or situation which would impair the value of the goods or justify payment of less than the amount billed. This notification will be made to the JBS Beef Claims Department at 1-800-978-9777 or Pork Claims Department at 1-888-201-2313 or to the applicable foreign office representative. If notice is not so made and conditions outlined in the JBS claims policy (available upon request) have not been met, then customer accepts the goods as is, confirming in all ways to the contract of sale and will submit to JBS full payment therefore on or before the agreed upon date.
2. Within two days of notification and receipt of a claim tracking number, customer will provide all relevant documentation needed or requested for the claim to the appropriate claims representative.
3. **Any payment for less than the billed amount must be authorized by the JBS CLAIMS DEPARTMENT.** The assignment of a claim tracking number by the JBS USA Food Company Claims Department, or acceptances by JBS USA Food Company of a partial payment from the customer should not constitute final approval of customer’s claim or be a waiver of any of customer’s obligations or JBS’s rights.
4. All remittances should be submitted according to invoice terms.
5. The customer’s purchase order number set forth on the bill is utilized solely for the customer’s convenience and internal business records. The use of this purchase order number does not indicate any acceptance by JBS of the terms and conditions contained in the customer’s purchase order form. Any statement made on any purchase order or similar document which is not specifically approved or acknowledged in writing by JBS is expressly rejected and will be considered as part of the actual sales agreement made between JBS and the customer.

The terms of this invoice shall be governed and constructed in accordance with the laws of the State of Colorado, and any litigation or arbitration shall be conducted within said state.

**S STOP** DO NOT DEDUCT WITHOUT A CLAIM NUMBER!

*Deduction Policy; customers have 90 days to deduct from time of invoice with a claim number and written documentation of why deducting. Outside of this a deduction*  ***will not be honored***

***All claims must be reported to JBS claims personnel within 6 hours of delivery receipt and require driver verification. Weekend deliveries must be reported by noon on Monday.***

JBS intends to investigate all claims issues thoroughly and in a timely manner. Upon delivery of the product to your receiving destination, you must notify the JBS Claims Department of any seal discrepancies, incorrect case counts, temperature issues, box damage, or refused product within

6 hours. No claim will be considered if not reported within 6 hours of receipt of goods. All rejected product must be placed back on original carrier whenever possible. Point of Lean claims must be reported within 24 hours of receipt. Notification outside this 24-hour window will not be honored.

All other claims must be reported within the shelf life of the product. No penalties, fines, charges, or fees will be approved. Claims are approved for JBS product only. If other ingredients are involved in a loss due to further processing (ie. spices, meats, other products etc.,) of JBS

product those costs may not be honored.

You must notify the JBS Claims Department immediately upon receipt of your invoice if there are any variances on price, or the bill of lading and manifest. **See attached policy for Customer pickup for beef and pork.**

Please report all claims to our Claims Department. If you are calling outside business hours, leave a voice mail,  **release the carrier**, and a JBS representative will return your call by 12:00 noon the following business day. Upon notification, JBS will assign a tracking number to your individual claim. Please keep these tracking numbers for your records. This assignment does not signify approval of your claim, but can be used as a reference to track the progress of your claim.

**Contact Information:**

At the time of delivery, if there are any discrepancies in box counts, temperatures or if there is refused product, please call:

**Beef/Canada Claims: 800-978-9777**

**Pork Claims: 888-201-2313**

All claims discovered after the product is received should be reported to:

**JBS Beef Claims -**  claims@jbssa.com or fax: 970-346-4797.

**JBS Pork Claims -** porkclaims@jbssa.com or fax 970-336-5624.

**JBS Food Canada -**  Claims.Canada@jbssa.com or fax: 403-236-2489.

**Beef Hours:** Monday–Thursday: 6:30am-11:00pm MST, Friday: 6:30am-5:00pm MST, Saturday: 7:00am to 11:00am MST, Sunday: 8:00am-5:00pm MST

**Pork Hours:** Monday-Friday 6:00am-5:00pm MST

**Pork After Hours:** Call 970-371-2754

When reporting a product claim, please have the following information available:

 Sales order number or invoice number

 JBS product code number

 Number of boxes or combos involved

 JBS plant of origin

 Pictures

 Description of Product

 The serial#, weight, production date, and production time of each case or combo involved

**Please refer to the following requirements for additional instructions for the type of claim you are filing.**

**JBS reserves the right to request additional information regarding your claim.**

**Short/Over Cases:**

 The JBS Claims Department must be notified of any discrepancies within 6 hours of delivery.

 Customer must allow driver on the dock to verify count while being unloaded.

 The bill of lading must be signed with the discrepancies noted.

 JBS does not accept “Subject to Count” stamps as a substitute for count at delivery.

 The JBS product code, serial#, weight, production date, and time must be provided for each case that is short or over. This information can be found on the manifest listing provided with your order or on the box labels.

 Total number of cases or combos received must be noted on bill of lading, in order to ensure an accurate shortage or overage correction.

 The seal must be verified intact and noted on bill of lading for any claim to be considered.

 In cases of disputed shortages additional information from customer may be required; such as, but not limited to, scan sheets, recounts, inventory verifications.

**Damaged Cases:**

 The JBS Claims Department is to be notified of product damage prior to the damaged product being unloaded.

 Pictures of each of the damaged cases, including labels are to be taken prior to unloading damaged cases.

 If you are not able to supply pictures the driver must be allowed on the dock prior to unloading the damaged cases to inspect the product.

 If pictures are not provided or the driver is not allowed to verify the product condition prior to the damaged product being unloaded, then the claim will be denied.

 The JBS product code, serial numbers, production date, production time, and weight must be provided for each case damaged. This will allow us to issue the proper credit.

 The bill of lading must have the following information documented on it:

  The type of damage (Torn, Crushed, etc.)

  The total quantity received &/or rejected.

**L.T.L. Deliveries:**

 JBS does not guarantee on time delivery for L.T.L. **(L**ess than a **T**ruck **L**oad) orders.

 We will not honor late or overtime charges for L.T.L. deliveries.

**Temperature:**

 The JBS Claims Department must be notified as soon as a temperature issue is discovered.

 Initial requirements for filling a temperature claim are as follows:

  Verification of the trailer’s set temperature, current temperature, and cycle mode are required.

  Nine product temperatures will be required. These temperatures should be taken from the top, middle, and bottom of the product in the nose, middle and tail of the trailer.

  A calibrated thermometer must be used to take all required temperatures. Calibration logs will be required.

  Additional information may be requested during the investigation.

 The customer must provide documentation of the temperatures the product was exposed to while in the customer’s control. This will include but is not limited to receiving temps, dock temps, cooler/freezer temps, and trailer temps if sold to a third party.

 The temperature recorder (Pak Sense recorder) must be returned to JBS on all loads in which a recorder was included by the customer. No claim will be honored if the temperature recorder is not returned.

 The product must be available for JBS to evaluate.

 Download of reefer unit will be required if available.

**Foreign Objects:**

 The claim must be reported immediately upon discovery to the JBS Claims Department.

 The foreign object must be retained and photos of the foreign object must be provided. JBS may require the object to be returned to the origin plant for review.

 Photos of the product label from the related combo bin/box are also required.

 A detailed listing of losses due to the foreign object will be required.

 A copy of your internal investigation that shows how you determined that JBS is responsible for the losses must also be provided.

 Additional information from customer may be necessary.

**Point of Lean:**

 JBS trim products are frequently tested with Meat Masters or Smith X-ray Equipment.

 Any combo or box with a meat master result within 2% of its labeled lean point will not be eligible or calculated into a claim.

 The JBS Claims Department must be notified within 24 hours of receipt if customer’s in house point of lean test shows the product to exceed the specified lean point by more than 2%.

 Of product that did not go through our Meat Master, 25% of the combos, or 5% of the boxes received must be available for sampling & testing by an independent outside lab.

 The serial numbers of the product to be held must be reported to the claims investigator.

 JBS will determine if the product being held was tested by our Meat Master.

 If the serial numbers held were tested by the Meat Master, the claim will not be honored.

 If the serial numbers held were not tested by the Meat Master then the JBS Claims Department will locate an independent outside lab to pull, or witness the pulling of, samples, and run a fat/lean analysis of the product.

 The independent lab and/or the Meat Master must find the tested product is more than 2% outside the label declared lean point or agreed upon supplier/customer requirements in order for a claim to be honored.

 In the event that the tested product is not more than 2% outside of the guaranteed lean point, or all requirements are not met, the customer will be responsible for any lab fees incurred.

 Additional information from customer may be necessary.

 For Pork claims, an Anyl-Ray process will be used in place of the Meat Master process.

 POL claims will only be considered while the product is still in its provided form. JBS will not accept claims on combos after they have been received and then boxed.

**Off Condition:**

 Immediate notification to the JBS Claims Department must be given upon discovery of the off condition product.

 The product must be within the shelf life specified for the product delivered to the customer.

 The customer must provide documentation of the temperatures the product was exposed to while in the customer’s control. This will include, but is not limited to, receiving temps, dock temps, cooler/freezer temps, and trailer temps if sold to a third party.

 The temperature recorder (Pak Sense recorder) must be returned to JBS on all loads in which a recorder was included. No claim will be honored if the temperature recorder is not returned.

 The customer must provide the JBS Claims Department with detailed photos of the off condition product.

 The off condition product must be available for evaluation by JBS and should not be rendered or disposed of without prior consent by JBS.

**Leakers**

 Leaking cases must be reported within 6 hours of receipt of the product. Leakers called in within the shelf life of the product will be considered if there is sufficient evidence that JBS is responsible for the losses.

 The total number of cases and the weight being claimed must be provided by the customer.

 There is a tolerance of 15% on bone-in beef, and 5% on boneless beef.

 There is a tolerance of 7.5% on bone in pork and 2% on boneless pork.

 JBS will require photos and label information, as well as a detailed summary of the losses and how they were calculated.

 3% of the product on the order must be available for evaluation by JBS.

 Do not dispose of any product without authorization from JBS.

**Pallet Damage**

 Pictures of each damaged pallet will be required prior to unloading.

**Combo Short Weight:**

 The JBS Claims Department must be notified within 24 hours of discovery of discrepancy of weight in any combo product.

 The product must be weighed in our combo bins. Claims filed for weight discrepancies after boxing will be denied. Tare weights from combo labels must be used in weighing bins.

 All short weight claims require a detailed listing of the receiving weight for each combo, a copy of the scale certification performed by an independent certified scale company within the last 12 months, and a copy of the daily scale calibration performed on the day the product was received. The calibration must be performed using 500 lbs up to 2000 lbs weights.

 All combos are subject to the standard weight loss allowance of 1/2% for beef and 1% for pork. Please note that claims will only be approved on the weight that exceeds our industry standard loss of ½% or 1%, *not* the total shortage weight claimed.

 Example of calculations is listed below:

Combo 1 Combo 2

Total weight billed 2,000 lbs 2,200 lbs Total weight rcvd 1,940 lbs 2,190 lbs Short weight 60 lbs 10 lbs Standard allowance of 1/2% 10 lbs 11 lbs Variance 50 lbs -1 lbs Total authorized short weight 50 lbs 0 lbs

**Wrong/Mislabeled Product:**

 As soon as a mislabeled or incorrect product is discovered, notice must be made to JBS Claims.

 Pictures of the product description label, the case with the incorrect product still in it, and the product itself will be required.

 Customer must also provide the product code, weight, serial#, production date, time, and EST# from the box label.

 The product must be available for evaluation/retrieval by JBS and should not be rendered or disposed of without prior consent by JBS.

**Tare Weight Adjustment**

 The JBS Claims Department must be notified as soon as a tare weight issue is discovered.

 All tare weight claims require a detailed listing of the weights received for each box, a copy of the scale certification performed by an independent certified scale company within the last 12 months, a copy of the daily scale calibration performed on the day the product was received, and the final page of the manifest showing the JBS inner box tare provided.

 Calculations must be performed using the inner box tare provided by JBS on the manifest.

 The product should be removed from the box, but remain in the bags. The product should then be weighed and the JBS inner tare should be subtracted.

 Strip weight testing will not be accepted.

 2% or a minimum of 10 boxes must be sampled for PORK product.

 Plant may choose 10 cases of product to audit from the same date range and decision will be based on plant audit.

 There is a .10 lbs tolerance. If the claim is within the tolerance, the claim will be denied.

 If the box weight deviates from the weight listed on the box label by more than 0.10 lbs, the invoice will be adjusted for the weight claimed (not the weight above the tolerance like combo weight claims).

 EG: box is 0.11 lbs less than the label states. 0.11 Lbs would be credited, not just the 0.01 lbs over the tolerance.

**Purge**

 JBS does not accept claims regarding purge.

**Specification:**

 As soon as a specification issue is discovered, notice must be made to JBS Claims.

 Detailed pictures and customer product measurements must be provided. See below process example:

 Customer should audit 3% of the product being claimed (if 100 boxes are sent, 3 should be audited) and record which boxes (weight label information) are part of the audit. Starting weight must be documented, removed weight must be documented (show on scale if able), and end weight must be documented. Please notate how many pieces you started with and how many displayed issues/defects. 15% of the audited pieces must be defective before a claim will be considered. At least 1% of the product (by weight) must also be defective in order to consider a claim (if only 5# is removed on a 600# audit, that is 0.8% and within tolerance of 1.0%).

 The total number of cases being claimed must be confirmed by the customer.

 Random unopened boxes must be used for all audits and trim back tests.

 An additional 3% of the product from the order must be available for evaluation by JBS, but must not be less than 5 boxes if 5 or more boxes shipped. Failure to hold the required amount of product will result in the claim being denied.

 Specification claims will be evaluated based on the specification requirements of JBS only.

 If a cut test performed by JBS proves to be equal to or less than 1%, the claim will be denied.

 Customer’s yield test results will not be accepted as a substitute for an audit.

**Customer Pickup/Will-calls:**

 JBS does not honor any claims on will-call orders, with the exception of product quality issues.

 JBS allows our customers the privilege of customer pick ups. Due to the complexity and variability of production, loading times may vary considerably.

 All customer pickups from JBS plants require a scheduled appointment. These appointments are by load dates, not by specific load times.

 The carriers are responsible for scheduling their own appointment with our plant traffic department. Please note the phone number for the appropriate plant you will be picking up product.

 Failure to arrive on schedule may result in additional fees.

**JBS Beef Plants Contact Info:**

oJBS – Greeley, CO 970-304-7280 (24 hours)

oJBS – Grand Island, NE 308-395-9450 (3:30am – 9:15pm Mountain)

oJBS – Cactus, TX 806-966-8207, -8212, -8362 (4:30am – 11:30pm MST)

oJBS – Hyrum, UT 435-245-6456 Ext. 477 (24 hours)

oJBS – Omaha, NE 402-731-3370

oJBS – Green Bay, WI 920-593-9775 (6am – 11pm MST)

oJBS – Plainwell, MI 800-776-6886 Ext. 131 (24 hours)

 Questions Ext. 246 (6am – 5pm MST)

oJBS – Souderton, PA 215-723-5559 Ext. 2729 (4am – 3pm MST)

 Export Ext. 2729 (4am – 3pm MST)

oJBS – Tolleson, AZ 623-936-7177 (24 hours)

oJBS – JBS Food Canada TBD

**JBS Pork Plants Primary Contact: Secondary Contact:**

o JBS – Marshalltown, IA Laird Hodges: 641-752-9332 Paula Ahrens: 641-752-7137

 Laird.Hodges@jbssa.com

oJBS – Louisville, KY Tim McNatt: 502-582-0314 Marc Baum: 502-582-0208

 Tim.McNatt@jbssa.com

oJBS – Worthington, M Gerald Pedersen: 507-372-6301 Kayla Markus: 507-372-6303 Gerald.Pedersen@jbssa.com

 The carrier must have a drop trailer in our yard 24 hours ahead of the scheduled pick up appointment.

 It is important to note that JBS does not perform live loading at any of our facilities. All plants have drop yards, and drivers are not allowed on the docks, or to remain on the property while waiting for their load.

 If the trailer arrives with either no appointment, or arrives after their scheduled appointment time, they run the risk of being loaded after all scheduled appointments have been completed.

 Any detention cost or losses on customer pickups that have not arrived or confirmed changes in schedule through the customer and the JBS sales rep prior to 0600 on the scheduled ship day will be the responsibility of the customer.

**FAILURE TO COMPLY WITH THE CLAIMS POLICY WILL RESULT IN CLAIM DENIAL.**

**ANY UNAUTHORIZED DEDUCTIONS WILL BE DENIED.**

**POLICIES WILL BE ENFORCED AS OF 06/27/2011**1

1 Revised 03/16/2015

**Attachment I - Corporate Customer Pickup/Will-calls**

 JBS does not honor any claims on will-call orders, with the exception of product quality issues.

 JBS allows our customers the privilege of customer pickups. Due to the complexity and variability of production, loading times may vary considerably.

 All customer pickups from JBS plants require a scheduled appointment. These appointments are by load dates, not by specific load times.

 The carriers are responsible for scheduling their own appointment with our plant traffic department. Please note the phone number for the appropriate plant you will be picking up product.

 Failure to arrive on schedule may result in additional fees.

 The carrier must have a drop trailer in our yard 24 hours ahead of the scheduled pick up appointment.

 It is important to note that JBS does not perform live loading at any of our facilities. All plants have drop yards, and drivers are not allowed on the docks, or to remain on the property while waiting for their load.

 If the trailer arrives with either no appointment, or arrives after their scheduled appointment time, they run the risk of being loaded after all scheduled appointments have been complete.