

TERMS AND CONDITIONS

CONTROLLING PROVISIONS. These terms and conditions shall apply and control all agreements, contracts, and/or transactions between Dairyman's Supply Company, Inc., a Kentucky corporation located at 3114 St. Rt. 45 South, Mayfield, Kentucky 42066 (hereinafter "DSC"), and any customer of DSC (herein, "Customer") related to any goods sold or provided by DSC, to the exclusion of all other terms and conditions referred to, offered or relied on by Customer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Customer. No terms and conditions other than the terms and conditions contained herein shall be binding upon DSC unless accepted by DSC in a separate writing signed by an authorized representative of DSC. All terms and conditions contained in any prior oral or written communication, including, without limitation, a Customer's prior purchase order, which are different from or in addition to the terms and conditions herein, are hereby rejected and shall not be binding on DSC, whether or not they would materially alter this document. DSC hereby objects to any terms or conditions that are not contained in herein. All prior proposals, negotiations, and representations, if any, are merged herein. Customer will be deemed to have assented to all terms and conditions contained herein with respect to any goods shipped to or accepted by Customer and/or with respect to any goods for which an invoice is sent to Customer; provided, however, that DSC may require Customer to sign a formal written contract prior to providing any goods to Customer, and any such contract shall be deemed to contain all terms and conditions found herein. DSC may withdraw any offer to Customer at any time prior to acceptance, and any offer from DSC to Customer shall expire in all cases after 30 days.

TERMS SUBJECT TO CHANGE. These terms and conditions are subject to change at any time and any such changes shall become effective upon their posting to DSC's website. Customer should retain a copy of these terms and conditions for its files and check DSC's website on at least a weekly basis for any changes hereto. Any inquiries concerning these terms and conditions may be directed to jboyd@dairymanssupply.com.

PAYMENT TERMS. Unless otherwise stated in DSC's proposal or invoice, Customer shall pay DSC, in cash (USD), for all goods provided due on the 10th day of the following month unless otherwise stated in a writing from DSC. If Customer fails to pay in full any amount due to DSC within 30 days of the day of delivery to Customer, any unpaid balance shall thereafter bear interest at the rate of the lower of 1.5% per month, compounded monthly, or the highest interest rate permitted by law. Customer shall pay DSC all collection costs for any delinquent payment(s), including but not limited to attorneys' fees and court costs. If any payment is not made when due, DSC may discontinue delivery of goods without notice to Customer. In such an event, DSC may, but shall, have no obligation to continue delivery of goods after Customer has paid in full to date and provides adequate assurance that subsequent payments will be timely made. In the event any proceeding is brought by or against Customer under any bankruptcy or insolvency law(s), or if a receiver is appointed for Customer, or if DSC believes in good faith that Customer's ability to pay is impaired, DSC may immediately terminate its agreement with Customer. All rights and remedies of DSC herein are in addition to, and shall not exclude, any rights or remedies that DSC may have under law.

APPLICABLE LAW AND VENUE. All agreements made with DSC are entered into in Graves County, in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules. The executive venue for any legal action or dispute between DSC and Customer shall be in the state courts of Graves County, Kentucky. CUSTOMER AND DSC EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY.

ENTIRE AGREEMENT / SEVERABILITY. The terms reflected in DSC's invoice, standard order, and/or the additional terms and conditions provided herein shall constitute the entire agreement between DSC and the Customer. All prior and contemporaneous statements, representations and understandings are merged herein. Any statement or representation made by a DSC representative that is inconsistent with the terms hereunder shall not be binding upon DSC. No amendment or change order hereto shall be binding upon either party unless evidenced by a written document that is executed by the parties. If any part of these terms and conditions is found invalid or unenforceable, then that part will be enforced to the maximum extent permitted by law, and the remainder will remain fully in force.