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# CHICAGO PRIME PACKERS INC MASTER BUYER AGREEMENT

(CPP Master Buyer Agreement)

This CPP Master Buyer Agreement is between Chicago Prime Packers, the Buyer (CPP) and \_\_\_\_\_ located at \_\_\_\_\_ (Seller) (collectively Parties) and is effective the earlier of either the date Seller executes the CPP Master Buyer Agreement or fulfills CPP's purchase order (CPP PO).

CPP and SELLER agree as follows:

## WARRANTIES

The Seller warrants and guarantees that any and all perishable product purchased by CPP, principally, but not limited to, beef, veal, pork, lamb and fish (Product) shall be wholesome, merchantable, in compliance with all laws, regulations and treaties of the United States and that it is safe for human consumption at the time CPP takes possession of the Product and/or the Product is delivered to CPP's customer.

## PRODUCT REQUIREMENTS

Should the Product not comply with United States laws or is tainted, rotten, slimy or discolored or arrives at a temperature above what is set forth in CPP's purchase order (CPP PO) (which is that Product must be kept between 26° F - 28° F if purchased by CPP as fresh and between -10° F - 0° F if CPP purchases the product as frozen), then CPP may reject the Product in its sole discretion.

If the Product is rejected by CPP, then the Parties shall mutually agree within twelve (12) hours of CPP's rejection upon a testing facility to examine and test the Product for wholesomeness and whether it is fit for human consumption. If the Product is not wholesome and fit for human consumption then the Seller must pay all the costs of testing, must remove the Product and pay to CPP twenty percent (20%) of the purchase price of the Product as liquidated damages. In which case, CPP is not in any way liable to Seller for a breach of contract or any other claimed damages whether real or not. If the Product is deemed wholesome and fit for human consumption, then CPP shall pay the cost of the testing.

## CPP PO

The age of the Product must be disclosed to CPP either in writing or verbally prior to CPP's purchase. The CPP PO shall contain the Product, quantity and terms of sale. By accepting the CPP PO, Seller confirms its acceptance of all the terms contained within this CPP Master Buyer Agreement and the CPP PO. All CPP POs between the Parties are incorporated herein by reference and are subject to the terms and conditions of this CPP Master Buyer Agreement.

## PAYMENT

All invoices will be paid by CPP pursuant to Seller's terms, except CPP shall make all payments via ACH.

## PRODUCT DELIVERY FROM OUTSIDE U.S.

Any Product that originates from outside the United States must be delivered to the final destination as noted on the CPP PO by Seller who is solely responsible for such Product until it is accepted by CPP. Furthermore, either before or at the time of delivery the Seller must tender to CPP documentation that the Product entered the United States lawfully with all inspections required by the United States and the documents must be properly executed by United States Customs and the USDA.

## INSURANCE

Seller shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Seller'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. Seller 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 canceled or reduced, Seller shall procure and furnish to CPP before the effective date of such cancellation or reduction, new Certificates confirming the above requirements.

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

Chicago Prime Packers (CPP)

JOSEPH POMARANSKI, PRESIDENT

Signatory signature: \_\_\_\_\_

PO Box 83, Wichita, KS 67201

Date: \_\_\_\_\_

## INDEMNIFICATION

To the fullest extent permitted by law, Seller shall 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, Seller 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 Seller shall insure the performance of Seller's indemnification obligations as set forth above, but these insurance provisions shall not be construed to in any way limit Seller's Indemnification obligations to the Indemnitees, nor shall Seller'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 Seller. The indemnity provided herein is intended to and will survive the expiration or termination of this CPP Master Buyer Agreement and CPP PO 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 Buyer Agreement and/or CPP PO(s), 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 Buyer Agreement and/or CPP PO(s), 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 Seller.

## 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 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 Seller shall be sent to Seller's email.

## AUTHORITY; COUNTERPARTS

The individuals executing the Agreements on behalf of each party are duly authorized to bind such party. This 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.

Seller: \_\_\_\_\_

Seller's Address: \_\_\_\_\_

Name of signatory/Title: \_\_\_\_\_

Signatory signature: \_\_\_\_\_

Date: \_\_\_\_\_