

CONAGRA MILLS INVOICE TERMS

Acceptance and Detrimental Reliance: These Terms and Conditions ("Terms") shall be binding upon ConAgra Foods Food Ingredients Company, Inc. dba ConAgra Mills ("Seller") and the buyer ("Buyer") under the relevant confirmation and together with these Terms and the respective invoice shall form the Agreement ("Agreement"). All deliveries of goods described in the relevant confirmation (the "Goods") by Seller to Buyer shall be delivered and accepted upon the terms and conditions set forth in this Agreement. Based upon this Agreement with Buyer, Seller has relied to its detriment that Buyer will fully perform hereunder by immediately taking commodity equity positions with regard to the purchase of the Goods to be delivered hereunder.

Net Weights: The commodities covered by this Agreement are sold on the basis of net weights when packed, or, if shipped in bulk, net weights when loaded and such shall govern.

Installment Contract: If this Agreement requires or authorizes the delivery of goods in separate lots to be separately accepted by Buyer, Buyer may only refuse such portion of such lot or shipment that fails to comply with the requirements of this Agreement. Buyer may not refuse to receive any lot or portion of Goods shipped hereunder for failure of any other lot or portion of a lot to be delivered or to comply with this Agreement, unless such right of refusal is expressly provided for on the face hereof.

Extension of Credit and Collections: In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under this Agreement. Should Buyer's financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with this Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer's account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with this Agreement, until all amounts owed to Seller that are due are under this Agreement are paid in full.

Finance Charges: If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

Payment Terms, Taxes and Freight Rates: The applicable payment terms under this Agreement shall be payable upon receipt of invoice or as otherwise stated on Seller's invoice. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account. The prices set forth within this Agreement include any and all taxes, impositions, exactions, or charges of every nature in effect on the date of the execution hereof. Any and all taxes, impositions, exactions or charges, or any increase therein, whether for revenue or for regulation of commerce, or for any other purpose, not in effect on the date of this Agreement, which may, prior to the conception of deliveries hereunder, be levied, imposed, required, or increased by the United States or any State thereof or other Governmental agency on or measured in terms of any of the finished products remaining unshipped and which are to be delivered hereunder, or on or measured in terms of any commodity used in the manufacture of such containers, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of such products, commodities or containers, if paid or borne by Seller directly or indirectly shall be billed separately to Buyer, where not prohibited by law, and where the determination of the amount of the tax, imposition, exaction, charge or increase per cwt. or other unit of measure is possible of calculation by the application of any official published conversion rate or otherwise, and shall be paid by Buyer to Seller. Any of such taxes, impositions, exactions, charges or increases which the Seller shall be finally relieved from paying or which shall be later refunded or returned to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller as promptly as possible after deduction by Seller of any reasonable expenses incurred in preventing collection of such taxes, impositions, exactions, charges or increases or in obtaining or securing such refunds or returns and in making such reimbursement to Buyer, and after paying and discharging all tax liabilities to which Seller may be subjected by reason of its having been relieved from paying such taxes, impositions, exactions, charges or increase or having secured such refunds or returns. Seller shall be under no obligation to contest the validity of any such tax, imposition, exaction, charge or increase or to prosecute any such claims for refunds or returns, but in the event Seller does not elect to contest such taxes, impositions, exactions, charges, or increases, or to prosecute such claims for refunds, Buyer shall be entitled to an assignment on mutually acceptable conditions of all to Seller's rights and causes of action in the premises.

Shipments: When the basis of shipment is F.O.B. delivery of goods by the Seller to the carrier at point of shipment shall constitute delivery to Buyer. Buyer shall furnish Seller complete shipping instructions (and when required, the necessary containers) at least fourteen (14) days before the time of shipment. If there is more than one installment of goods shipped or stipulated herein to be shipped, this Agreement shall be construed to be severable as to each installment, except where such construction would be in direct conflict with the provisions hereinafter set forth under "Rights of Buyer" and "Rights of Seller," and breach or default of either Buyer or Seller as to any installment or installments shall not give the other party a right to cancel this Agreement, except as herein otherwise expressly provided.

Title & Risk Loss: Unless otherwise stated in this Agreement or any other contract between the parties, title to the Goods and risk of loss shall pass to Buyer when the Goods sold hereunder are placed in the hands of the carrier, and Buyer hereby assumes all responsibility for shortages, losses, delays or damage in transit thereafter.

Inspection: Buyer hereby waives any claim or defense based on the quality of the commodities specified herein, unless within ten (10) days after Buyer learns by use of otherwise of the defect complained of, but in any event within forty-five (45) days after receipt of notice of arrival of said commodities at destination. Buyer sends Seller at Seller's main office a letter by registered mail to Director of Quality, ConAgra Mills, 11 ConAgra Drive, Omaha, NE 68102 specifying the nature of the complaint.

Limited Warranty: Seller warrants that the Goods sold hereunder, as of the date of shipment, shall be wholesome and otherwise fit for human consumption and not in violation of any State or Federal laws or regulations, and are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor are they goods which may not, under the provisions of that Act, be introduced into interstate commerce. Seller further warrants the Goods sold and delivered hereunder will conform to the description set forth in this Agreement. **SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED HEREUNDER WERE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE**

INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN. Any action or claim under this Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer.

Indemnification: Buyer shall be solely responsible for determining the adequacy of the Goods sold hereunder for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims arising out of connected with or in any way related to this Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability which may arise in connection with Buyer's use of the Goods covered by this Agreement. Seller agrees to indemnify and defend Buyer from all claims arising from Seller's breach of its warranties hereunder, except to the extent such claims are caused by the negligence or intentional misconduct of Buyer or its agents or employees and provided Buyer gives notice to Seller of such and does not settle without Seller's consent.

Default: Each parties respective rights to terminate upon default shall be as follows: (i) Buyer fails to make any payment when due, fails to perform any other of its obligations hereunder, or breaches any other agreement between the parties, or if Buyer makes any assignment for the benefit of its creditors, or if a petition under any State or Federal bankruptcy or insolvency law is filed by or against Buyer, or if a receiver of Buyer's property is appointed, then Buyer shall be in breach of this Agreement, and Seller shall, in addition to any other remedy, have the right to immediately withhold further deliveries and/or the right to terminate this Agreement immediately by written notice to Buyer and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Seller; or (ii) Seller fails to perform any material obligations hereunder, then Seller shall be in breach of this Agreement, and Buyer shall, in addition to any other remedy, have the right provide a 30 day written notice of termination to Seller and if Seller fails to cure such breach within such 30 day notice period then Buyer shall have the right to terminate this Agreement immediately by written notice to Seller and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Seller. Any such notice under this provision sent by Buyer to Seller shall be sent to: Vice President of Sales, ConAgra Mills, 11 ConAgra Drive, Omaha, NE 68102 and any notices from Seller to Buyer shall be to the contact name and address set forth in the invoice or order confirmation.

Provisions for Automatic Extension: If Buyer fails to furnish complete shipping instructions (and when required, the necessary containers) to reach Seller at his main office ten (10) days before the date for any shipment specified herein or before the final date specified for shipment, then Seller (in its sole discretion) may elect to exercise its right to terminate the Agreement or automatically be extended the Agreement from day to day until Buyer furnishes complete shipping instructions (and when required, the necessary containers) in accordance with the provisions of this Agreement.

Confidential Information: All information provided by Seller hereunder, including, but not limited to, the terms and conditions of this Agreement must be held in confidence by Buyer. This obligation shall survive the termination or expiration of this Agreement.

Waiver: Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with this contract. If Buyer fails to make any payment under this contract, when due, Seller, in addition to other legal remedies, shall have the right to terminate this contract.

Force Majeure: The Seller shall not be liable for any failure or delay of delivery hereunder, where such failure or delay has been occasioned by fire, floods, earthquakes, embargo, acts of terrorism, strikes, wars, accidents, acts of God, crop failure or shortage, strikes or labor disturbances, voluntary or involuntary compliance with any valid or invalid law, or regulation of any governmental agency or authority, lack of transportation facilities, or other causes beyond the control of Seller. In the case where shipment is delayed by the above causes, Seller shall not be relieved from making shipment of or Buyer from accepting delivery at the agreed price, when the causes of such delay are removed. Seller reserves the right to pro-rate the quantity of Goods described on the face hereof or cancel this Agreement in total in the event of crop failure or shortage, or for any other reason beyond Seller's control.

Assignment: Neither party may assign this contract without the express written consent of the other party; provided, however, that either part may assign this Contract to an affiliated company without restriction.

NGFA® Arbitration of Disputes: The parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>).

NGFA® Trade Rules to Apply: Except as otherwise provided herein, this contract shall be subject to the Trade Rules of the National Grain and Feed Association (NGFA), which are incorporated herein. (Copies of the NGFA® Trade Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>).

CROSS-BORDER TRADES IN NORTH AMERICA: The parties hereby exclude from this contract the application of the United Nations Convention on Contracts for the Sale of Goods.

Notices: Any notices required under this Agreement shall be deemed properly given when sent via facsimile transmission and/or certified mail, return receipt requested, to Buyer or Seller, at the address on the face hereof, or at their principal place of business, and, in any event, with a copy to ConAgra Foods, Inc., Attn: Sales / Contracts Administration, Eleven ConAgra Drive, Omaha, Nebraska 68102. Notice hereunder shall be deemed to have been given on the date posted or faxed.

Entire Agreement: This Agreement, together with any invoices issued hereunder and any other written contracts executed pursuant to this Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of this Agreement. In the event of any discrepancy between this Agreement and any invoice or other agreement between the parties, the terms of this Agreement shall control.