



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Effective Date: April 2026

These General Terms and Conditions of Sale and Delivery ("Terms") govern all sales of all goods and materials (the "Goods") by Valley Queen Cheese Factory, Inc. ("Seller" or "Valley Queen") to purchasers ("Buyer") through the Global Dairy Trade ("GDT") auction platform. These Terms apply to all GDT transactions unless expressly agreed otherwise in writing by Seller.

1. Scope and Application

1.1 These Terms, together with the applicable GDT Market Rules, Bidder Contracting Information, and Contract Confirmation (collectively, the "Contract"), constitute the entire agreement governing the sale of Goods.

1.2 Seller expressly rejects any additional or conflicting terms proposed by Buyer unless expressly accepted in writing by Seller.

1.3 Submission of a bid and award as a winning bidder constitutes Buyer's acceptance of these Terms.

2. Contract Formation

2.1 A binding contract is formed when Buyer is confirmed as a winning bidder in a GDT Trading Event.

2.2 Seller is not liable for typographical or technical errors and may correct such errors.

3. Prices

3.1 The Prices for the Goods shall be the winning bid price expressed in U.S. Dollars per metric ton, as determined by the GDT Trading Event and adjusted to incorporate any additional charges or other matters stated in the Bidding Contracting Information, multiplied by the actual quantity of the Goods purchased as rounded in accordance with the Market Rules exclusive of taxes and duties.

3.2 Prices exclude all taxes, duties, and governmental charges unless stated otherwise.

4. Payment and Title

4.1 Unless otherwise confirmed by Valley Queen in writing, the terms of payment shall be net cash. In the event that the Bidder is granted a credit, the Bidder shall provide full and good security for such credit on terms approved by Valley Queen.

4.2 Payment is complete only upon receipt of cleared funds.

4.3 Seller may suspend delivery or cancel the Contract for non-payment.

4.4 Title passes upon payment in full.

5. Delivery, Risk, and Incoterms

5.1 Title to the goods and risk of loss shall transfer to Buyer upon pick up of goods at Buyer's designated location for product sold ex works, unless otherwise specified on Seller's Order Acknowledgement.

5.2 Delivery dates are estimates only.

5.3 Partial shipments are permitted.



6. Inspection and Claims

6.1 Buyer shall inspect the Goods promptly upon receipt to ascertain whether the goods are conform.

6.2 Claims must be submitted in writing within a reasonable time and in any case prior to end of shelf life.

6.3 Failure to provide notice constitutes acceptance.

7. Warranties and Remedies

7.1 Seller warrants that Goods conform to Contract specifications at the time of risk transfer.

7.2 EXCEPT AS EXPRESSLY STATED, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

7.3 Buyer's exclusive remedy is replacement, credit, or price adjustment at Seller's option.

8. Limitation of Liability

8.1 Seller shall not be liable for indirect, incidental, special, or consequential damages.

8.2 Seller's total liability shall not exceed the invoice value of the affected Goods.

9. Indemnification

Buyer shall indemnify and hold harmless Seller from claims arising from Buyer's importation, handling, processing, resale, or use of the Goods, except where caused by Seller's gross negligence or willful misconduct.

10. Force Majeure

Seller shall not be liable for failure or delay caused by events beyond reasonable control, including acts of God, labor disputes, pandemics, governmental actions, transportation disruptions, raw material shortages, or GDT platform failures.

11. Regulatory Compliance

11.1 Goods comply with regulations in the country of manufacture.

11.2 Buyer is responsible for compliance in destination markets.

12. Confidentiality

Buyer shall maintain confidentiality of Seller's non-public commercial, technical, and pricing information as required by law.

13. Intellectual Property

All intellectual property rights relating to the Goods remain the exclusive property of Seller.

14. Governing Law and Venue

14.1 These Terms are governed by the laws of the State of South Dakota, USA.

14.2 Venue shall lie exclusively in South Dakota state or federal courts.

15. Miscellaneous

15.1 No waiver is effective unless in writing.

15.2 If any provision is unenforceable, the remaining provisions shall remain in effect.

15.3 These Terms constitute the entire agreement governing the sale of Goods via GDT.