

311 Commodities

FEED SUPPLY AGREEMENT



This Feed Supply Agreement ("Agreement") is made and entered into by and between _____ ("Customer") and 311 Commodities, LLC ("Supplier") effective the ___ day of _____, 202_.

Customer wishes to purchase Livestock Feed to be obtained by Supplier from varying sources. Customer and Supplier agree to enter into this Agreement to govern Customer's purchase of Livestock Feed from Supplier. By agreeing to these terms and conditions of this Agreement, and purchasing goods and services from Supplier, Customer and Supplier agree to the following:

1. Payment Terms. Unless there is an express written agreement between us specifying different payment terms, payment of Supplier's invoices will be due [number of days] days after shipment of products to Customer. Invoices that are 30 to 59 days past due will bear interest from the due date until paid at the rate of 1.5% per month and for invoices more than 59 days past will bear interest at the rate of (2%) per month or the highest rate permitted by applicable law.

PAST DUE	FINANCE CHARGE
30-59 days	1.5%
60+ days	2%

There is no grace period, and Customer's business account will be automatically placed on hold if payment is not received within the period provided by these terms and conditions. The customer agrees to ensure that payments are processed and mailed in time to meet these requirements. Supplier is not responsible for any losses or damages that Customer may incur due to suspension or termination of Customer's business account. In the event Supplier initiates collection proceedings for amounts due to Supplier, Customer agrees that Customer will be liable for all collection and other costs incurred by us including, but not limited to, reasonable attorneys' fees whether or not litigation is commenced, court costs, and witness fees.

All business account payments must be received within [number of days] days following the date of invoice.

All payments should be made payable to and addressed as follows:

311 Commodities LLC
P. O. Box 728
Richland, MO 65556

2. Invoice Policy

Feed will be sold only in truckload quantities. Invoices will be sent to Customer as feed is shipped. For contracts where the customer is purchasing multiple truckloads, each truckload will be billed to the customer as each individual truckload is shipped. If a portion of an order is backordered, Customer will only be invoiced for items that do ship, and a separate invoice will be sent each time a contract load is shipped until the order has been completely fulfilled.



3. Limitation of Liability. Notwithstanding any other limitation of liability expressed in this Agreement, the liability of Supplier shall not exceed the price paid by Customer for the livestock feed or Five Hundred Dollars (\$500.00), whichever is less.
4. Disclaimer of Warranties. Supplier makes no warranty, express or implied, the product being sold "as is." Supplier shall have no liability to Customer for Livestock Feed contaminated due to spoilage, high sulfur content, high moisture content, damage due to fire as the result of high sugar content, or by any other cause not under the control of Supplier, nor for the action or inaction of any third party.
5. Governing Law. The statutes and laws of the State of Missouri, without regard to the conflicts of laws principles thereof, will apply to all matters relating to this Agreement and the purchase of products. The parties agree and hereby submit to the exclusive personal jurisdiction and venue of the Circuit Court of Camden County, Missouri and the United States District Court for the Western District of Missouri, Springfield Division, with respect to such matters.
6. Statute of Limitations. Any cause of action brought by Customer against Supplier or Supplier's affiliates must be instituted within six months after the cause of action arises or be deemed forever waived and barred.
7. Change of Terms and Conditions. Customer acknowledges and agrees that Supplier may change any term or part of these terms and conditions by sending you a written notice at least twenty (20) days before the change is to become effective. If Customer does not agree to this change, Customer must notify Supplier within at least ten (10) days after the effective date of the change, in which case Customer's account will be closed and Customer must pay us any outstanding invoices under the existing terms of the unchanged terms and conditions for accounts. Placement of a new order after the effective date of the change shall be deemed acceptance of the new terms and conditions, even if the aforementioned ten (10) days have not yet expired.
8. Shipment. Customer authorizes shipment and delivery of the Livestock Feed purchased pursuant to this Agreement with JDP Trucking LLC and TLP Trucking LLC, a Missouri limited liability company, at Supplier's cost. Risk of loss for the Livestock Feed shipped shall pass upon delivery by Supplier to JDP Trucking, LLC and TLP Trucking, LLC.
9. Electronic Signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement, any purchase order, and to have the same force and effect as manual signatures.

Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

IN WITNESS WHEREOF, the undersigned agree to the terms and conditions of this Agreement.

311 Commodities, Supplier

Customer

By: _____
Jason Pemberton, Manager

By: _____
Print name: _____
Print Title: _____