

Terms and Conditions

Last Updated 09/08/2023

[Business Hours](#)

[Confidentiality](#)

[Phone System](#)

[Price List](#)

[Customer Purchase Orders](#)

[Terms](#)

[Order Placement](#)

[Order Confirmation](#)

[Prescription Animal Drugs](#)

[Shipping](#)

[Delivery and Receipt](#)

[Damages and Discrepancies](#)

[Backorders](#)

[Returns and Credits](#)

[Customer-Owned Inventory](#)

[Inventory Purchased on a Customer's Behalf](#)

[Internal Transfers](#)

[Customer Pick-Up and Visitor Information](#)

[New Item Requests](#)

[Ownership](#)

BUSINESS HOURS

Ag ProVision is open Monday through Friday, 8:00am to 5:00pm, operating a single shift only. We observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day.

[Back to top](#)

CONFIDENTIALITY

The safeguard of confidential, unique, and valuable information is part of the competitive advantage in the marketplace that Ag ProVision helps to provide. Do not disclose pricing or other sensitive information.

[Back to top](#)

PHONE SYSTEM

The phone number is (910) 296-0302 and this goes through an automated attendant and voicemail system.

[Back to top](#)

PRICE LIST

A monthly price list will be distributed by the purchasing department at the beginning of each month showing the items available for sale. Most prices are changed on the last working day of the month; however, we reserve the right to change prices whenever required, as commodity-driven products may change more frequently. Please keep in mind that if an order is sent over late in the day on the last business day, the invoice may reflect the new price.

Please be aware of some notations that can be found in the item descriptions:

- **(#)** — This is a lot-tracked item. The item's lot numbers are tracked so that in the event of a recall, traceability exists from the manufacturer to our customer.
- **=DS=** — This is a drop-ship only item. The item is not stocked in our warehouse(s), and is ordered and shipped directly to the customer from the vendor. Freight may or may not be charged to the customer, depending on the policy of the vendor, which may stipulate order minimums in order to get prepaid freight.
- **=DS/OS=** — Drop-Ship Out of State (outside NC); item is typically stocked at the Kenansville warehouse.

- **=DS/NC=** — Drop-Ship Local (inside NC); item is typically stocked at the Mid-America warehouse.
- **=DS/AN=** — Drop-Ship As Needed. The item may be stocked normally, but if it is ever out of stock, it can be drop-shipped from the supplier directly to the customer.
- **=OAN=** — This is an Order-As-Needed item. The item is not stocked in our warehouse, but is ordered from the vendor to deliver to Ag ProVision's warehouse(s) and deliver to the customer as soon as it is available.
- **=OAN/NC=** — This is an Order-As-Needed item in North Carolina, but stocked in our Missouri warehouse.
- **=OAN/OS=** — This is an Order-As-Needed item in the Missouri warehouse, but stocked at the Kenansville warehouse.
- ***CS*** — This is a case quantity item. The item is shipped in case quantities only. No cases of these items are broken. The same applies to ***SKID*** and ***BALE***, which would only be shipped in skid or bale quantities.
- **Rx** — This is a prescription drug. A valid veterinarian's prescription is required before the item can be shipped.
- **\$CALL** — Call for pricing.
- **(>#)** — There is a minimum order requirement for this item, e.g. >10 signifies a minimum order of 10 units.
- **(PL)** — Pesticide license is required.
- **(VFD)** — Veterinary Feed Directive is required.

[Back to top](#)

CUSTOMER PURCHASE ORDERS

No product will be sold without a purchase order.

[Back to top](#)

TERMS

In order to provide and maintain the lowest costs possible to our owners/customers, trade terms of sale are net 10 days from the date of invoice. If

there are any issues that prevent the invoice from being paid, please bring this to the customer support representative's attention.

[Back to top](#)

ORDER PLACEMENT

Customers will be assigned to a customer support representative. This representative is their primary contact and should be copied on all communication to any others within Ag ProVision. Customers will be provided with a delivery schedule for their location. Typically, orders must be placed by 12pm Eastern Time for shipping the following business day. This allows time for the order to be entered into our system, picked, and staged for shipment in the warehouse. Orders should always be placed by e-mail or fax.

[Back to top](#)

ORDER CONFIRMATION

Any documents that are e-mailed or faxed to Ag ProVision that require action on our part will be confirmed. It is policy that all orders will be confirmed that they have been received, entered, and pricing is verified. If the customer does not receive an order confirmation within one business day, it is their responsibility to inquire as to the status of the order, as it is likely that the order was not received. Ag ProVision cannot be responsible for orders that we have neither received nor confirmed.

[Back to top](#)

PRESCRIPTION ANIMAL DRUGS

All customers must provide prescription drug approval by a licensed veterinarian in the state the drugs are to be administered. The duration of the prescription is at the discretion of the veterinarian. No prescription drugs or veterinary feed directive item may be shipped without a valid prescription on file.

[Back to top](#)

SHIPPING

Ag ProVision maintains a fleet of Company trucks that make local deliveries (within a 100-mile radius) of our headquarters in Kenansville, NC. For orders that ship from the Mid-America warehouse or do not ship on our trucks, we ship on dedicated, less-than-truckload (LTL), and small package carriers. Customers may specify their carrier of choice, and we can invoice actual freight or ship collect. Typically, we will ship “best way,” which is with a carrier that is cost-effective, reliable, and on-time. We currently use UPS for small package freight, as we are part of a larger shipping contract with them that encompasses several of our owners.

[Back to top](#)

DELIVERY & RECEIPT

Ag ProVision requires a piece count for all deliveries to confirm that what was ordered was what was received. Occasionally, product may be shorted, excess product may be delivered, wrong product may be shipped, or damaged product may be received, which may cause disputes. Please ensure that the bill of lading or sales order paperwork is properly signed upon delivery. All non-Company truck deliveries will be ruled by the terms and conditions of the delivering company, and it is the responsibility of the customer to know them. If the receiver does not denote damages or shortages on this paperwork, there is no legal standing to make a claim to recover the lost product. Ag ProVision cannot give credit or send free product unless the proper procedures are followed. Ag ProVision strives to have a logical, common sense approach to settle disputes between itself and its owner-customers in an equal and fair manner that is the least cost for all parties involved. Ag ProVision is a unique concept. We are just an extension of our ownership, and additional costs for us mean additional costs for them.

[Back to top](#)

DAMAGES & DISCREPANCIES

Any quantity discrepancy will be checked out by a count of our inventory and an investigation of paperwork and shipping documents. If Ag ProVision is at fault, the mistake will be corrected no matter what the dollar value. If inventory is correct and the reason for the discrepancy cannot be determined, the discrepancy will fall under our \$25 minimum policy explained below.

For Company Truck deliveries:

- Any discrepancies or damaged product must be noted on the sales order or bill of lading before the driver has left the delivery premises. If no damage or product quantity discrepancies are noted, Ag ProVision will only make adjustments or give any credits for problems later found if we can determine through inventory counts or other means that we were in error.
- If damaged product or discrepancies are found and noted as above, unless the total dollar value of the damaged item(s) is greater than \$25 on a given sales order, a credit will not be issued. This is because the cost to Ag ProVision to process the credit is greater than the value of the damage.

For Dedicated Truckload deliveries:

- Since most contracted and dedicated trucks are sealed trailers, they are signed for as such, and the truck driver is released. We do realize that mistakes are occasionally made, so we allow 48 hours for the contents to be counted and verified. Any discrepancies after this time period are the responsibility of the receiver. Anything greater than two days is too long for items to go missing at a warehouse facility. If a discrepancy is found, Ag ProVision will check paperwork and count inventory to find out where an error could have occurred. If our inventory is correct and the error cannot be pinpointed on our end, no adjustment will be made.

For Drop-Shipments and LTL deliveries:

- Any discrepancies or damage must be noted on the bill of lading and faxed or e-mailed to customer support within 48 hours in order to receive credit, and confirmation must be obtained, just as with placing an order. Ag ProVision must receive its credit before the customer will receive theirs.

Product doesn't always arrive in the best condition, and the result can be dented or torn boxes on occasion. We urge customers to report any concerns they may have about product packaging so that we may address it with the vendor or carrier, but our policy is that if the contents are useable, it is not considered damaged, even though we would certainly prefer the product to arrive in better condition.

For damages incurred to other products on the delivery van (to be delivered to other customers or locations) or to the truck or trailer itself, those charges will be billed to the location where the damage was incurred.

[Back to top](#)

BACKORDERS

Ag ProVision defines backorders into four categories: Ag ProVision's fault, national backorder, manufacturer backorder, and backorder due to increased usage.

Ag ProVision's Fault:

- Backorders in this category are solely the responsibility of Ag ProVision. To be categorized this way, the product may have either not been reordered with the proper lead time, or be in stock but not picked for the order for some reason.
- This is the only type of backorder which Ag ProVision will pay the freight charges on as they become available; however, Ag ProVision will not expedite these backorders, such as shipping Next Day Air.
- Ag ProVision will not purposely hold the backorder for shipment after it becomes available; however, we do reserve the right to ship these

backorders along with regular orders. If the volume of backorders exceeds the volume of the regular order, then Ag ProVision will pay the freight charges on the entire shipment. Likewise, if the volume of the regular order exceeds the volume of the backorders, then the customer will be charged the freight for the entire shipment. We are not going to get into estimating what the freight would have been had we shipped it alone and using that number to offset the total amount charged to the customer. This is just counterproductive and inefficient. The money all comes from the same place.

National Backorder:

- Backorders in this category are not available from any known source.

Manufacturer Backorder:

- Backorders in this category are backordered from the manufacturer.
- In some cases, comparable products will be available from other manufacturers, and in those cases, we will offer the comparable product as an alternate or give the best information we currently have for when the product is supposed to become available.

Backorders Due to Increased Usage:

- Backorders in this category are out of stock due to a measurable increase in the usage by our customers.

The increase we use to define this category is an overall 25% increase over the previous three month plus same month one year ago average product use (not an increase for a specific customer). Additional parameters may apply based on the commodity (e.g. trays).

[Back to top](#)

RETURNS & CREDITS

First, we need to give basic definitions to returnable items, non-returnable items, and what may be refused at the time of delivery via Company trucks.

Returnable Item: any item that has been recalled, ordered incorrectly, or is defective. A returnable item will be brought back into our inventory and will generate a return sales order and a credit memo.

- For recalled items, customer support will contact the customer and ask that they gather their inventory of the item and inform them of the quantity so that a return or an exchange with a good product can be made.
- For items where too many were ordered or the wrong item was ordered, the customer may return within one week or on their next delivery, or they may refuse them at the time of delivery.
- For defective items, please let us know how many are faulty and we will attempt to have the vendor swap the items. If this works, we eliminate all of the return and credit paperwork involved, and we can simply exchange the items and return them to the vendor. If not, we will replace the product or credit the customer for the defective items.

Non-Returnable Item: any item that has been on a farm, any damaged items, and soon-to-expire or expired items.

- Items that have been on farms pose a biosecurity threat.
- Damaged items should be noted on paperwork for a credit or refused at time of delivery should the minimums be met. Damaged items are non-returnable in the sense that we don't want damaged product back unless we specifically request it; however, credits will be given for damages provided they meet the minimum threshold.
- If the customer has soon-to-expire items and needs an outlet for them, let us know the lot numbers and expiration dates and we will try to find a need within the group or make arrangements to return them to the supplier. Our policy is that we do not accept delivery or returns of items expiring in less than 6 months unless the product is in short supply or our usage allows us to consume it well within that time period.

Refused Item: any items that are damaged (\$25 minimum) at the time of delivery or items that are incorrectly shipped (wrong item or too much of an item).

- Your customer support representative will adjust your sales order accordingly when the driver returns with a refused item. The item must be refused in its unit of measure (UOM). We cannot receive items in partial units of measure (e.g. one-fourth of a case).

If the product has been signed for without exception, then no damaged products found at a later time may be returned to Ag ProVision, nor will any credits be given. Also, no adjustments will be made if product is later found to be missing. This is because Ag ProVision has no way of knowing what may have happened to product after it has been signed for without exception.

If the product has been signed for with exception, then any damaged product should be notated on the shipping papers as damaged and disposed of at your facility. In this instance, please take pictures and/or make sure our driver is aware of the problem. Alternatively, you may refuse the item(s) to be returned to Ag ProVision by the driver.

The \$25 minimum applies to damaged items and to quantity discrepancies per sales order. If there is multiple item damage (same items or mixed), or a combination of damage and discrepancy on the same sales order, the dollar value will be totaled to see if it meets the \$25 minimum. When we credit you, we apply the credit to the appropriate sales order. We do not lump or batch credits together.

For returns of empty totes or drums, the empty containers should be triple-rinsed and be completely empty or our drivers will not be able to bring them back. Our suppliers make this requirement of us, and we have no environmentally sound method of disposal of excess product left in returnable drums.

Ag ProVision reserves the right to charge a \$50 per hour demurrage for any time over two hours from the arrival of the Company truck for delivery.

[Back to top](#)

CUSTOMER-OWNED INVENTORY

Ag ProVision welcomes the opportunity to store customer-owned items in our facilities, so long as we have adequate space. Ag ProVision charges a \$20 per pallet in/out fee at the end of the month that product is received, and a flat storage fee of \$25 per pallet per calendar month thereafter.

When requesting storage space, please provide answers to the following questions:

- What is the product?
- Is it food grade?
- Does the product have a Safety Data Sheet? If so, you will need to provide us with a copy.
- Is the product classified as hazardous material?
- How many pallets do you wish to store?
- Are they stackable? Two high? Three high?
- Single inbound shipment? Multiple inbound shipments?
- Are there any temperature limits?
- Is lot number tracking or bar coding required?
- Is this intended for short-term (less than 90 days) or long-term (greater than 90 days) storage?

[Back to top](#)

INVENTORY PURCHASED ON A CUSTOMER'S BEHALF

When Ag ProVision makes a purchase concerning a product that is being used by only one customer, it is our responsibility to obtain a usage requirement from that company along with a commitment to use the product until inventory is depleted.

When the product has not been used for 90 days, every effort will be made to find other locations that can use the product and/or request a return credit from the supplier. If no resolution can be found, the product is to be shipped and invoiced to the responsible company. If the invoice is not paid

within 30 days, the amount of the invoice will be taken out of the next rebate check owed to the given company.

This policy is in place to ensure all of Ag ProVision's owners are treated in a fair and equitable manner by ensuring inventory and carrying costs are kept to an absolute minimum and allowing us to apply the cost of obsolete, outdated, and slow moving inventory to the responsible parties.

[Back to top](#)

INTERNAL TRANSFERS

All internal company transfers (product that simply needs to be moved from one owner's warehouse to another, or to a feed mill or farm) must be approved before Ag ProVision will return or accept them into its warehouse(s) for delivery. These items require proper paperwork or authorization to be transferred. Any item to be transferred must be "ready for shipment." For example, refrigerated product must be in suitable containers to reach the destination at proper temperature and products should be clean and free of debris. Ag ProVision is not responsible for losses due to improper packaging of internally transferred items.

We need to know the following:

- Where is the product coming from and where does it need to go?
- What is the product and quantity?
- Is the product perishable? What are its proper storage conditions?
- What date is it needed at the receiving location?
- Is it an emergency?

Will you be willing to pay the freight cost to deliver on LTL if Ag ProVision is unable to deliver product in your time frame because our trucks are unavailable, or due to unavailable space on our trucks? (Some of our trucks are handling food ingredients and are restricted when transporting non-food-grade products).

[Back to top](#)

CUSTOMER PICK-UP & VISITOR INFORMATION

Customers are allowed to pick up orders at Ag ProVision facilities, provided that there is no biosecurity threat and that they are licensed to haul hazardous materials if they are picking up hazardous materials. Please notify your customer support representative in advance whenever plans are made to pick up an order.

Ag ProVision is a biosecure facility. No items that have been on farm facilities will be allowed to enter our facilities.

[Back to top](#)

NEW ITEM REQUESTS

When requesting that a new item be stocked or sold by Ag ProVision, please convey the name of the item, usage, previous or current supplier, price, and any other pertinent details so that a decision can be made with minimal additional questions.

[Back to top](#)

OWNERSHIP

Ag ProVision is owned by Smithfield Hog Production, Prestage Farms, Inc. (parent company of Prestage Foods), Nash Johnson & Sons' Farms, Inc. (parent company of House of Raeford), and Goldsboro Milling Company (parent company of Butterball, LLC).

[Back to top](#)