

CUSTOMER EXPECTATION & INFORMATION NAVIGATOR

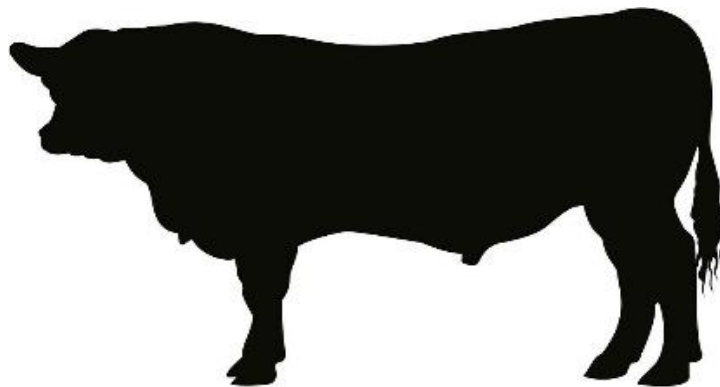
Windham Butcher Shop



JANUARY 1, 2022
SOUTHPAW PACKING COMPANY, INC
247 Varney Mill Road Windham Maine 04062

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Windham Butcher Shop (“WBS”, “we” or “our”) is a thriving business nestled among farms in the growing metropolitan area of Windham, Maine. It has offered livestock harvesting and processing services in this location since 1976. WBS has been a fixture in the community for four decades and its customers include livestock producers, restaurants, and wholesale regulars. Farmers have come to rely on the services provided by WBS as well as the rhythm in which they book their animals for harvesting and in how they receive their products. WBS is committed to providing you with quality meat processing as well as friendly, honest service.

Services Offered

Windham Butcher Shop is a USDA inspected livestock harvesting and processing facility. It offers custom cutting and packaging for beef, pork, lamb and goat. Currently, further processing services include fresh sausage, smoked products such as bacon and pigs for you to roast. Our processing services do change from time-to-time and **may not** always be available. Please contact us to determine which processing services are available at the time you place your order. By placing an order with WBS and/or delivering your livestock to WBS, you, on your own behalf and on the behalf of any entity you represent, hereby accept all the terms herein.

Communication

To schedule livestock harvesting, submit cutting orders, and for all other correspondence, please contact us by:

- Phone: 207-892-4203 (ask for Nichole or Leon)
- Fax: 207-892-5956
- Email: windhambutchershop@yahoo.com
- Website: southpawpacking.com

**We schedule harvesting far in advance.
More info on processing below.**

Please understand that WBS is not always available to answer the phone, especially while in production mode. Please leave a voicemail with your questions and we will return your call as soon as possible.

Email is the best way to get in touch with our busy team.

Hours of Operation and Weekly Schedule

Daily Hours: 7:00am -3:00pm Monday through Friday
Closed daily for scheduled breaks (9:00am-9:15am) and (12:00pm-12:30pm)
Closed ALL Federal Holidays:

We schedule shutdown weeks and scheduled training days as well.

The health and safety of our crew, along with our commitment to provide you with exceptional service, is our top priority. During scheduled breaks, ALL employees are given time to eat, stretch, and relax. We ask that you respect THEIR time *off* the clock and understand that harvesting and processing operations will not occur during these times and phones may not be answered.

Refer to the schedule below for our weekly workflow to determine harvesting days and when your work *may* be done. This schedule is subject to change. Pick-up of harvested livestock and any processed products happens Monday through Friday.

- **Monday:** Harvest Pigs and Process all other species
- **Tuesday:** Process Pigs and Process all other species
- **Wednesday:** Harvest Beef/Lamb/Goat and Process all species
- **Thursday:** Harvest Beef/Lamb/Goat and Process all species
- **Friday:** Harvest Beef/Lamb/Goat and Process all species

This schedule is subject to change

Payment & Pickup

Payment in full for services is expected at pickup of your products. Payment options include cash or check (with prior approval). Any returned or cancelled checks will be charged a \$45 convenience fee. When writing a check please be sure to fill out all areas accurately. Omitted information or incorrect documentation can inquire additional fees at the discretion of WBS.



When your product is finished, ***we will notify you*** by email or telephone. Your finished product must be picked up within 5 business days from the day that we send you a notification (so check your messages daily). Please understand that our facility has extremely limited cold storage space. Product left in our facility for more than 5 business days from notification will incur a \$5.00 per day, per product storage fee. If you do not pick up your products within 30 days of having been sent a notification, you hereby surrender your rights to your harvested livestock or other processed products. In such event, WBS, at its discretion, will donate or destroy (if necessary) your products. WBS will charge you a reasonable disposal, storage and/or transportation fee if your products need to be donated or destroyed.

Scheduling & Ordering

To schedule processing, please call us at 207-892-4203 and coordinate with Nichole or Leon. Please call well in advance (1 year) of when you need your Livestock harvested. *(Effective 2021: The Slaughter and Processing Industry is experiencing an unprecedented demand for services due to the pandemic, booking procedures are subject to change)*

Please keep in mind:

- If your harvested livestock requires aging (or if you request aging), our maximum dry aging time included in the price of harvesting is 14 days. After 14 days, dry aging costs \$5 per day per animal, and is subject to availability (we have limited cooler space)
- Pork, lamb, and goat does not need to age. Please plan on picking up your processed product between 2-5 days from the harvest date (unless otherwise directed by WBS).
- Livestock should be dropped off before 7am on the day of scheduled harvesting.
 - With approval livestock may be dropped **off after 3pm** on Tuesday, Wednesday, Thursday and Sunday for the next day's harvest.
- Please **do not** bring livestock for harvesting without **prior** scheduling. This includes ADDING additional livestock to an existing order. This is unacceptable. Due to limited space, the health and safety of our employees, and USDA regulations, we schedule our harvesting in a precise manner and we cannot accommodate change orders or unscheduled drop offs. Adding additional livestock hinders our ability to provide quality service. We will request you to retrieve your livestock and remove them from the WBS premises in the event you drop them off without them having been scheduled for harvesting.
- No Producer may Solicit and/or acquire Harvest Dates from other Producers. This is strictly prohibited (this includes but not limited to bullying, harassing, paying for slots or exchanging dates) Any producer who violates this policy shall be immediately removed/dismissed and will no longer be a welcomed customer of Windham Butcher Shop/Southpaw Packing Company, LLC.
- We **do not** accept additional livestock from agricultural fairs and auctions. We schedule in advance with each fair and collaborate with fair officials to ensure a successful transition from the auction to our facility. All livestock brought to our facility must go through the AUCTION Process (legally) and obtain necessary paperwork and identification. We reserve the right to cap the number of livestock we accept at each auction as well as participation in Auctions.
- Effective 1/2022 we **will not** accept beef with horns over 4" long.

Rush Orders: WBS understands that, at certain times, you may require a rush order and we will try to work with you under these circumstances. We will consider rush orders on an individual basis and in accordance with our scheduled workload. Rush orders may incur additional charges.

Healthy Relationships

WBS values our relationships with our processors, vendors and community. We strive for a warm and friendly environment that nurtures healthy interactions and embraces strong customer relationships. We encourage open lines of communication, laughter and fun. Our goal is to provide the highest quality of service. There are times we cannot meet the needs or expectations of our producers or we may not be a suitable match for you. We will work with you to find an appropriate resolution.

- We **WILL NOT** tolerate hostile, abusive or toxic behavior and will not serve those who engage in such a manner.
- We offer a Health and Wellness Page on our website to better serve our community.

Cancellation Policy

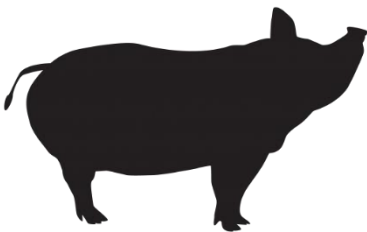
Please be considerate of your scheduled harvest dates. If you are not going to keep your dates or have booked elsewhere, please notify us of your need to cancel. There are other producers who could easily fill your slot, so it is imperative we all work together to meet production needs on a timely basis.

EFFECTIVE May 12, 2020 Cancellations less than one week from the date of Slaughter will be assessed at DOUBLE the Livestock Slaughter Charge.

Cutting Instructions

We have standardized cut sheets for each species, which you can obtain from our office, or have emailed or faxed to you, can be downloaded from our website (there are copies available in the barn too). Cutting instructions need to accompany each animal upon delivery and if you do not provide cutting instructions, your livestock will be cut in a standard manner in WBS's discretion. Remember to place identification papers (cut sheets) on the front of each pen holding your livestock.

- Cutting Instructions are designed with a purpose. Understand by adding additional directions/cuts/or remarks we may not be able to provide special request.
 - We reserve the right to refuse fabricated excessive cut sheets and will cut to standard manner in WBS discretion.
 - Extra charges will be obtained for add-ons.
- This includes carcasses that are going out whole, halved, quartered into primals too.



For Producers with Multiple Customers

If you are a producer providing harvested livestock to your own customers, please understand that we cannot take cutting instructions directly from your customers. Please communicate with your customers and gather their cut lists prior to dropping off your livestock at WBS. Please use the cut sheets provided by WBS. We will separate the orders and ensure each of your customers gets the designated harvested animal, or portion thereof, as noted on the various cut sheets. When the product is complete it is your (the producer's) responsibility to contact each of your customers to arrange pick-up at WBS. We request prior payment arrangements to be made and communicated with our staff to ensure a professional and prosperous experience for all. It is imperative that your customers understand WBS's pick-up process, our hours of operation, where to go, and to bring coolers and payment arrangements, etc. *We ask you to communicate with each of your customers, as time out of our schedule to field their questions is time away from what we do BEST.*

- We will contact you when your product is complete for your customers. PLEASE, do not have YOUR Customers contact us asking when their product is complete, when it will be ready or when they can expect it to be done.
- We are not here to make special arrangements for YOUR customers. If there are issues with pick-up times or scheduling, YOU need to plan with them.
 - For your customers that live out of state, you need to plan with them to pick-up their orders. Continued expectations for our ourselves/employees to open our facility on a weekend/work overtime etc to accommodate your customers will cost you a nominal fee.

- Please communicate with your customers as to what you feed your livestock, how it is cared for, was your livestock HAPPY? These are some of the questions we field for you each day.
- **EFFECTIVE 1/2022 we will no longer quarter beef and will no longer half lamb and goats.**

Sausage Recipes

Our sausage recipes are pre-mixed. While we make every effort to provide you with a diverse line of quality-seasoned products, we cannot make “custom” sausage recipes. Each recipe we use must have a label approved by the USDA, a lengthy and time-consuming process. We typically offer hot sausage, breakfast sausage, and sweet sausage in bulk. Please inquire about specific availability of sausage types at the time you schedule your order.

Packaging

All harvested cuts are vacuum packed and labeled per USDA standards. They are then organized on trays and placed in the freezer for you to pick-up. The trays are strictly for *shop use only*. We ask you to bring your own containers or coolers for pick-up of your products. This is one way we practice being eco-friendly, by having our customers use their own coolers or containers to eliminate unnecessary waste on the environment. This also is assurance that you are reviewing your order before you leave the premises. We handle your product with care, we ask that you do the same. Broken seals occur from rough handling.

Order Review

Once your product is loaded and leaves our premises it is completely out of our control and we are not responsible for omitted orders. Please take time to verify your content while you are here.

WBS Generic Label

Use of our in-house generic label is included with your packaging. The label will read “Windham Butcher Shop” at the top and show WBS’s address.

Farm Branded Label

***Effective immediately and due to the overwhelming pressure, the pandemic has placed on our employees and our facility, we are NOT creating specialty labels or farm labels at this time.**

For our Farms who prefer to use their logo/ name on our generic label to help differentiate their branded product in the marketplace and provide the consumer with contact information, there is a one-time per species setup fee of \$200 to have your logo/name and contact information on our label. We have black, blue, green, and red for ink color options. (Beef have two required Labels)

As of 1/2022 we will not be offering colored ink options due to increased cost and lack of availability of colors at times.

Special Labeling Claims

For “Special Labeling Claims” such as “grass-fed”, “pasture-raised”, “no added hormones or antibiotics”, etc. These claims must be approved by USDA/FSIS. If you do not already have these approvals in place, be aware that it can be a lengthy process, so please plan accordingly if it is important to you that such claims be printed on your labels. We are unable to print those claims on your labels unless you possess the necessary governmental approvals.

Quality and Recalls

WBS is not responsible or liable for any safety and quality defects in meat products other than those related to chemical, physical or biological hazards as controlled by Hazard Analysis and Critical Control Points (HACCP), or those related to processing livestock while under WBS's control. In such event, WBS is only liable to the extent of the fair market value of the raw materials.

WBS will not assume responsibility for any foreign objects originating in raw materials delivered to us by or at your request. Foreign objects include, but are not limited to, bone, hair, plastic, metal and any other matter either inedible or not in final product ingredient list.

WBS is not responsible for costs or other damages associated with recalls, withdrawals, or any other actions due to misbranding, or other misinformation, associated with false or misleading claims made by you or in the upstream supply chain, outside of WBS's control.

If you gain possession of harvested livestock products prior to the return of testing results or if you are instructed to hold product by WBS, you agree to hold product until notified by WBS of a passing test or further instruction. If you breach this term, WBS will be released from liability for any and all damages related to the release and Customer will be responsible for all costs, losses and damages incurred by WBS including, but not limited to, costs associated with any legal actions, loss of business and any associated fees or fines.

WBS is not responsible or liable for the use, distribution, sale or any other disbursement, legal or otherwise, of samples provided by WBS to you. However, WBS will be liable for harm caused by a defect directly associated with a failure in WBS's food safety program while producing requested samples only to the extent that disbursement of sample by you was legal.



Health of Livestock

Humane handling and livestock care are of great importance to WBS. Our goal is to keep the transition from farm to our harvesting facility as stress-free as possible for your livestock. Livestock delivered for harvest must be in sound condition, with no known diseases and must be able to walk on their own (no downers of any species are permitted at WBS). Remember, mud and/or manure caked on the hide of livestock increases the risk of transferring bacteria on to the carcass during the skinning process. We reserve the right to charge an additional livestock-cleaning fee for excessively dirty livestock. Additionally, if you do drop off any livestock with a disease (whether known or unknown), you hereby assume all liability for any other livestock that are affected by your infected livestock. This may include monetary compensation to WBS and other parties.

We strongly encourage livestock producers to attend the Pork & Beef Quality Assurance Certification Course offered through The University of Maine Cooperative Extension Services. As well as the variety of other course offered:

Please see our website for training information or contact:

Colt Knight, Ph.D.
University of Maine
Assistant Extension Professor
Livestock Specialist
5735 Hitchner Hall, Rm 133
Orono, ME 04469
207-581-2953 office

Livestock Care and Testing

- **Do not** clean out your trailer and dump your manure in the unloading area or in our driveway. Not only is it inconsiderate and rude, but it's also a distraction and hindrance to other producers who need to unload their livestock. There is a manure pit located next to the barn that you are welcome to use. You may be charged a cleaning fee for improper manure dumping.
- Water is provided in the barn. For larger livestock there are buckets readily accessible.
- Customers requesting heads or hides back must ask in advance for them and must pick them up the day of harvesting. Customers will be charged \$50.00 for hides. WBS shall retain possession of all offal from harvested livestock for use at their discretion.
- WBS is NOT responsible or liable for any condemned livestock, carcasses, and organs that did not pass USDA antemortem inspection or carcasses and organs that are condemned because of USDA postmortem inspection. Producers will be responsible for all fees associated with the removal of condemned livestock, carcasses, and organs. WBS is also not responsible and assumes no liability for loss of livestock in case of accidental death of the animal while on the WBS premises or upon trucking prior to harvest.
- Due to the nature of the business, we are under the careful eye of the USDA, which means numerous and random USDA lab tests that are run at any given time during our operations. Your carcasses are subject to testing, which means up to 2lbs of meat or other products from the carcass can be taken by the USDA. Swabs are taken as well. Your product is held until test results are released.
- Specified Risk Materials: (SRMs) SRM removal is regulated at all beef slaughter establishments. You need to notify us of the age of your livestock prior to harvesting. They are examined, inspected, and teeth are checked at slaughter. If your cattle are suspect of being over 30 months or older, the backbone will be removed, and your cutting instructions will need to be adjusted accordingly. We must remove all SRMs, prior to cutting your steaks, roast and grinding your burger. WBS will charge additional fees for extra labor incurred from livestock over 30 months old.

- SMILE! You are being monitored and recorded on Security Cameras while on WBS Grounds. Thanks to Cunningham Security.

Facility Information:

We are committed to the safety and security of our employees, vendors, visitors, producers, and livestock. It is our intent to remain open and conduct business as usual during operating hours. Unless directed for:

- Inclement weather: please allow our crews to plow, shovel and sand to secure the facility before attempting to drop off livestock or pick-up product.
- On an occasion for power outages, or extreme weather you may be notified of any changes to facility operations. However, please call or email first if you are questioning a situation.
- Pandemic Practices: We have policies and procedures in place for such events.
- If you open it- close it. If you turn it on- shut it off. If you make a mess -clean it.
- Absolutely NO SMOKING in or around the barn.

Important legal terms from our lawyer:

Indemnification: Each party shall defend, indemnify and hold harmless the other party from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a breach by a party of any of its agreements under this Agreement. The obligations under this paragraph shall survive the expiration or termination of this Agreement.

Waiver of Jury Trial: EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED ADVICE OF COMPETENT COUNSEL WITH RESPECT TO THIS WAIVER.

Limitation of Liability: EXCEPT AS PROVIDED IN THIS AGREEMENT AND UNDER ANY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF USE, LOST REVENUES, DAMAGE TO GOODWILL OR REPUTATION, LOSS OF BUSINESS OPPORTUNITY, OR OTHER SPECULATIVE DAMAGES, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Force majeure. If a Force Majeure Event occurs, the party that is prevented by from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, until the force majeure event concludes or until the parties agree to terminate this agreement.

Confidentiality: During the course of their relationship, each party may disclose to the other party information which the disclosing party considers proprietary and confidential, including but not limited to the terms of this Agreement, manufacturing or processing methods, recipes, business and technology plans, distribution strategies, sales, costs, pricing, marketing, customers, suppliers and research and development (collectively "Confidential Information"). The parties agree that all Confidential Information shall be used by the receiving party solely

for the purposes contemplated by this Agreement and shall be kept strictly confidential, unless prior written consent is provided or if required to comply with applicable laws, regulations, orders, or other legal processes. If a separate Nondisclosure Agreement or other confidentiality agreement exists between the parties in relation to this relationship, that agreement will be considered incorporated into this Service Agreement, subject to the governing law of this Agreement.

Miscellaneous: This Agreement will be governed by and construed in accordance with the laws of the State of Maine. You and WBS agree this agreement is complete, continuing and controlling as long as service is requested and until all obligations are performed by the parties. This Agreement supersedes any other agreement previously entered between the parties. WBS's failure to require performance of any provision shall not affect their right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself. Unless otherwise provided in this Agreement, all remedies will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. This agreement may not be amended without a signed writing by both parties. If any operating standards, procedures or manuals or any other documents of either party, regardless of whether signed by a representative of the other party, contain any provisions that purport to impose obligations on the other party not imposed by this Agreement, such provisions shall be null and void and have no force or effect. In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement, including performance or nonperformance, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' and experts' fees and expenses and other costs reasonably incurred by the prevailing party.

Thank you for taking the time to read the Customer Expectation & Information Navigator
Southpaw Packing Company, Inc.