



CUSTOMER EXPECTATION & INFORMATION NAVIGATOR

Whiting Family Foods



JUNE 1, 2023

WHITING FAMILY FOODS, LLC

305 EASY ST. NEW WILMINGTON, PA 16142

Whiting Family Foods (“WFF”, “we” or “our”) is a thriving business nestled in the quaint town of New Wilmington, Pennsylvania. We offer livestock harvesting, through JD Whiting Livestock, and processing services. WFF has been a fixture in the community for many decades and our customers include livestock producers, restaurants, and wholesale regulars. Farmers have come to rely on the services provided by WFF as well as the rhythm in which we book their animals for harvesting, and how they receive their finished product. WFF is committed to providing you with quality meat processing as well as friendly, honest service.

Services Offered

Whiting Family Foods is a USDA inspected facility that offers livestock harvesting and processing. We offer 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 WFF and/or delivering your livestock to WFF, 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: 724-946-8633
- Fax: 724-946-8667
- Email: sam@whitingfamilyfoods.com
- Website: whitingfamilyfoods.com

We schedule harvesting far in advance.

More info on processing below.

Please understand that WFF is not always available to answer the phone, especially while in production mode.

Hours of Operation and Weekly Schedule

Daily Hours:

Tuesday – Wednesday 9:00 – 4:30

Thursday – Friday 9:00 – 5:30

Saturday 9:00 – 2:30

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. Pickup of harvested livestock and any processed products happens Tuesday – Saturday.

- Monday – full
- Tuesday – full
- Wednesday – Harvest for WFF – beef/lamb/goat – process all species
- Thursday – Harvest for WFF – beef/lamb/goat - process all species
- Friday – full

This schedule is subject to change.

Payment and Pickup

Payment in full for services is expected at pickup of your products. Payment options include cash, check, and credit card. Any returned or cancelled checks will be charged a \$35 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 WFF.

When your product is finished *we will notify you at the phone number you listed on your cutting instructions.* We would like your finished product to be picked up within 10 business days from the day that we call you – please check your voicemail and your missed calls for our number as “full voicemail boxes” occur and limit our ability to leave you a message. Please understand that our facility has extremely limited cold storage space.

Scheduling and Ordering

To schedule processing please call us at 724-946-8633 and coordinate with Sam. Please call well in advance – 6 months prior to when you need your livestock harvested.

Please keep in mind:

- Pork, lamb and goat do not need to age/hang

- Livestock should be dropped off between 3:00 and 8:00 on Tuesdays or between 7:00 and 1:00 on Wednesdays
- 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.
- 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 WFF.

Rush Orders: WFF 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

WFF 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.

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.

Cutting Instructions

We have standardized cut sheets for each species, which you can obtain from our store, have emailed or faxed to you upon request, or can be downloaded from our website.

- Cutting instructions are designed with a purpose. Understand by adding additional directions/cuts/or remarks we may not be able to provide each special request.
 - We reserve the right to refuse fabricated excessive cut sheets and will cut to standard specifications at WFF discretion.
 - Extra charges will be obtained for add-ons.

For Producers with Multiple Customers

Please let us know if we are to contact you when your customers orders are ready, or each of your individual customers. We will be happy to accommodate either request – please include that request on your cutting instructions.

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 italian sausage, sweet Italian, breakfast and maple sausage in bulk and casing. 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 pickup 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!

LABEL OPTIONS

- **Custom Label – for your custom processed livestock.**
 - Customer's Name
 - Not for Sale instruction
 - Meat cut identification
 - Lot code
- **USDA Inspection Label**
 - **WFF generic label – acceptable for your resale**
 - Our in-house generic label can be used. The label will read Whiting Family Foods and show WFF's address
 - Meat cut identification
 - Lot code
 - **Farm Branded Label – acceptable for your resale**
 - For our Farms who prefer to use their name on our generic label to help them differentiate their branded product in the marketplace and provide the consumer with that contact information. There is a one-time per species setup fee of \$100 to have your name and contact information on said label.
 - Meat cut identification

- Lot code

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 the 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

WFF 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 WFF’s control. In such event, WFF is only liable to the extent of the fair market value of the raw materials.

WFF 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.

WFF 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 WFF'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 WFF, you agree to hold product until notified by WFF of a passing test or further instruction. If you breach this term, WFF 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 WFF including, but not limited to, costs associated with any legal actions, loss of business and any associated fees or fines.

Health of Livestock

Humane handling and livestock care are of great importance to WFF. 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 WFF). 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 WFF and other parties.

We strongly encourage livestock producers to attend the Pork & Beef Quality Assurance Certification Course.

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. WFF shall retain possession of all offal from harvested livestock for use at their discretion.
- WFF 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 WFF 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. WFF may charge additional fees for extra labor incurred from livestock over 30 months old.
- SMILE! You are being monitored and recorded on Security Camers while on WFF Grounds.

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 barns.

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 Pennsylvania. You and WFF 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. WFF'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

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