

PRODUCT SALES TERMS AND CONDITIONS

- 1. Compliance.** Buyer acknowledges and agrees that it shall not use or resell the Product for human consumption. Each party represents to the other that a) it has the capacity to make or take delivery of the Product in the ordinary course of its business and is entering this transaction in connection with its business, and b) it intends to make or take physical delivery of the Product.
- 2. Warranties.** Each party represents and warrants to the other that it has read this Contract in its entirety and understands its terms and legal effect. Seller warrants that Product delivered under this contract meets Seller's feed tag specifications, that it has good and marketable title to the Product, free and clear and all liens and encumbrances, that the Product has been produced in compliance with the Fair Labor Standards Act of 1938 as amended; the Product and the manufacture thereof do not infringe upon any third party's intellectual property; the Product has been manufactured and packaged in conformity with applicable US and state law, and to the best of Seller's knowledge, the Product has not been adulterated or misbranded with the meaning of the Federal Food Drug and Cosmetic Act as amended, and to the best of Seller's knowledge is fit for animal consumption. Origin weights and grades are to govern. **THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE SPECIFICALLY STATED IN THIS PARAGRAPH. THE IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.** Seller's liability, in all circumstances, shall in no event exceed one times the purchase price of the Products. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects by written notice to Seller within forty-eight hours of title transfer.
- 3. Breach.** In the event either party breaches this Contract in any manner, such breaching party shall be liable for losses incurred as a result thereof. If Buyer defaults, Seller, at its option, may: resell the product in the open market and Buyer shall pay any loss and logistics expenses resulting therefrom; require Buyer to pay the difference between the contract price and the market price on the date of cancellation; or Seller may without further obligation cancel this Contract in its entirety. Notwithstanding the foregoing, Seller may pursue any remedy allowed by law or the Trade Rules. In all circumstances actions for breach shall be brought within (1) year after the cause of action arose.
- 4. Default.** Either party shall be in default if: such party fails or refuses to comply with any provisions hereof; any third party fails or refuses to issued, advise, confirm, negotiate, extend or reissue any letter of credit or other credit arrangement applicable hereto; if either party becomes unable to pay its debts as they become due, files a voluntary petition, is declared bankrupt or insolvent, or makes a general assignment for the benefit of creditors; or, if a trustee, receiver or liquidator is appointed for any material portion of the assets of such party. Upon the occurrence of any event of default, the non-defaulting party may exercise any or all rights and remedies hereunder or at law or in equity. It is agreed that this Contract is a "Forward Contract" as defined in the Bankruptcy Code. If one party shall voluntarily file a petition in bankruptcy, reorganization, or receivership or shall be forced by its creditors into bankruptcy, reorganization or receivership, (ii) becomes insolvent or incapable of paying its debts as they become due; or makes a general assignment for the benefit of creditors; the other party (the "Liquidating Party") shall have the immediate right, exercisable in its sole discretion, to liquidate this Contract and all other forward contracts as defined in the Bankruptcy Code then outstanding between the parties by closing out all such contracts at the then current market prices so that each contract being liquidated is terminated except for the settlement payment referred to below. The Liquidating Party shall calculate the difference, if any, between the price specified in each contract so liquidated, and the market price for the relevant Product as of the date of liquidation (as determined by the Liquidating Party in any commercially reasonable manner), and aggregate or net such settlement payments, as appropriate, to a single liquidated amount. Payment of said settlement payment will be due and payable within one (1) banking day after reasonable notice of liquidation.
- 5. Sanitary Feed Transportation/Compliance.** Buyer is to provide equipment for loading and Buyer agrees to ensure that the equipment and its carrier comply with all applicable laws including weight, hour, and all other DOT regulations. Buyer must provide acceptable equipment. Buyer shall not provide equipment which has been previously used to transport any product prohibited by federal law in animal feed unless such equipment has been cleaned using methods approved under federal law. Buyer shall ensure that the last load carried prior to any load of Product, or other product was not any prohibited animal product, by-product, medication or non-feed bulk materials including (but not limited to) the following items ("Prohibited Items"): animal by-product meal, animal digest, animal liver, antibiotics, blood products, bone meal, bone marrow, food waste, garbage, glass, pet food, dried meat solubles, fleshings hydrolysate, food processing waste, glandular and extracted glandular meal, hydrolyzed hair, hydrolyzed leather meal, meat, meat and bone meal, meat and bone meal tankage, meat by-products, meat meal, meat protein isolate, medicated feed, restaurant food waste, salvage pet food, stock, unborn calf carcasses. If Buyer's carrier's last load is a Prohibited Item, carrier shall provide a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. Buyer shall ensure that it only retains carriers whose drivers and employees are trained on sanitary feed transportation.
- 6. Title/Logistics.** Buyer shall pay any and all weighing, inspection, trackage, and interest charges. Unless otherwise set forth in this Contract, title and risk of loss shall pass from Seller to Buyer at the delivery point as follows: (i) Product loaded into a railcar, at the loading of the railcar or if applicable, or (ii) Product loaded into truck or tote, at the loading of the truck or tote. Buyer will not divert Seller's or its agents railcars or consign them to any other routing or to any other destination than that set out in the Contract or bill of lading instructions without Seller's prior written consent. All charges for diversion or freight charges and any other costs or expenses incurred, sustained or paid by Seller resulting from any diversion shall be the responsibility of Buyer.
- 7. Force Majeure.** Neither party shall not be liable for delay in performance or failure to perform when such delay or failure is due to impossibility or force majeure unforeseen causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, governmental action, regulatory action, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, plant breakdowns, failure or refusal of railroad to accept or pick up rail cars, and unusually severe environmental conditions.
- 8. Financial Condition.** Each party represents that it is not insolvent, as defined by the UCC. If either party's financial condition is deemed unsatisfactory, within the meaning of the UCC, by the other party, such party, after exercising proper notice and diligence, may terminate this Contract. In such event, such party may at its discretion and treat such failure to perform under this Contract as a breach of this Contract.
- 9. Liability/Insurance.** Buyer shall be liable to Seller for any loss or damage, where and to the extent such loss or damage is the result of Buyer's (or its agent's) negligence or willful misconduct. To extent Buyer brings trucks on Seller's property, Buyer (or its trucking agent) shall obtain and maintain at all times the following insurance coverage: i. Commercial general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. ii. Automobile liability insurance with not less than \$1,000,000 combined single limit. iii. Workers' Compensation and Employer's Liability Insurance according to statute. All policies except workers' compensation shall name Seller as Additional Insured. To the extent allowed by law the policies shall include a waiver of subrogation rights against Seller. Buyer shall provide certificates of insurance coverage evidencing the insurance required herein remains in force. Buyer shall send certificates of insurance to: Insurance.Certificates@gpreinc.com. Buyer shall provide advance written notice of policy cancellation. Any coverage provided by Buyer is considered to be primary insurance.
- 10. Miscellaneous.** The parties consent to the recording of all telephone conversations between representatives of either party. The parties agree that the Contract and/or confirmation relating to any transaction between the parties may be saved in electronic format. Each party waives any objection it may have to the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding involving the parties to the extent such objection is based on any rule of evidence that requires authentication or identification of a document, requires an original document, or governs the admissibility of duplicates. No modification of this Contract shall be binding unless approved in writing, such requirement shall not be waived by either party or limited by course of dealing. Notwithstanding the foregoing, each party agrees that any terms inconsistent herewith and any additional

terms proposed that are inconsistent shall not become a part of this Contract unless expressly accepted in writing by the other party. Neither party's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby nor payment, shall constitute or be deemed an agreement by such party to any such terms. The invalidity of any provision of this Contract shall not affect the remaining provisions, and this Contract shall be construed as if such invalid provision had been omitted. This Contract, including these terms and conditions, contains the complete and final agreement between the parties. Neither party shall assign or delegate this Contract, any right, or duty hereunder without the written consent of the other party. This Contract shall be binding upon the heirs, administrators and executors of the respective parties. Notice to either party shall be to the address set forth on the Contract, via USPS certified mail to the attention of the General Counsel or similar title at either company. Parties acknowledge the rules, including the arbitration standards set forth by the National Grain and Feed Association (NGFA) Trade Rules (Trade Rules) shall apply to extent not inconsistent with the Contract. Parties agree to settle any controversies hereunder by NGFA arbitration, and that any arbitration decision/award shall be final and binding upon the parties. Applicable state law shall apply in any situation NGFA Trade Rules do not govern.