

## **TRUCKING TERMS & CONDITIONS (T&Cs)**

Green Plains Trade Group LLC, the Green Plains Inc. subsidiary or affiliated entity noted on the Vendor Form signed by Carrier, the Green Plains Inc. subsidiary entity noted on invoices from Carrier, and/or any Green Plains Inc. subsidiary that asks Carrier to haul any freight (Green Plains) and you, as carrier or its agent (Carrier) as set forth in Green Plains' Vendor Maintenance and Taxpayer Identification Request Form (Vendor Form), agree to the following T&Cs:

**1. Contract Carrier Authority.** Carrier is engaged in the business of transporting property and is a duly qualified contract carrier by motor vehicle, holding operating authority from the Federal Motor Carrier Safety Administration (or one of its predecessor agencies) (MCSA) and Docket Number (Docket). If Carrier utilizes subcontractors to provide all or a portion of the Services, then Carrier agrees to (a) utilize only duly qualified contract carriers by motor vehicle holding operating authority from the MCSA and Docket, and (b) require such subcontractor(s) to meet the minimum insurance requirements contained herein.

**2. General Obligations.** (a) Green Plains shall tender to Carrier, and Carrier shall transport and deliver in its motor vehicle equipment (collectively, the Services), certain of Green Plains' commodities on a continuing and recurring basis, pursuant to these T&Cs. (b) Carrier shall furnish, operate and maintain in good working condition and suitable appearance, at its own expense, all motor vehicles and all equipment necessary (Equipment) to perform the Services and shall assume all incidental costs and expenses including, but not limited to, all costs and expenses incident to or arising out of the cleaning, maintenance, repair or operation of such equipment, fuel and supplies. Carrier shall save and hold Green Plains harmless from any and all such costs, expenses and liabilities. Carrier shall also provide, train, supervise and control all necessary drivers and dispatchers, and procure all necessary licenses for the proper operation of the Equipment so furnished. Equipment shall include industry standard safety equipment, and training shall address all industry standard safety topics and the proper use of and wearing Personal Protective Equipment. (c) Carrier assumes and shall pay any and all contributions, taxes and assessments which may be required to be paid under any Workers' Compensation, Unemployment Compensation, Disability, Old Age Pension, Social Security or any similar laws, by reason of employment by Carrier of its employees, and Carrier shall in all other respects comply with such laws. If, under the applicable State Unemployment Compensation Law, Carrier may elect whether or not to come under and be bound by the terms of such Law, Carrier shall either self-insure or promptly register under said Law. Carrier further agrees that any independent contractor(s) retained by Carrier shall be required to supply evidence of health insurance before providing the Services. (d) Carrier shall keep Green Plains' cargo free and clear from, and shall indemnify, defend and hold Green Plains harmless from and against, all liens related to payment for which Carrier is responsible arising out of the Services, including, but not limited to, materialmen's, laborers' and mechanics' liens. Carrier shall deliver to Green Plains prompt written notice of actual or prospective claims of any such liens known to Carrier. Carrier shall not have a lien on any cargo for which Carrier provides Services under these T&Cs. (e) **Sanitary Feed Transportation.** (1) Carrier shall ensure that the last load carried prior to any load of grain, DDGs or other commodity 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, or unborn calf carcasses. (2) if 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; (3) in general trucks must be clean and in good repair; (4) Carrier shall ensure all drivers and employees are trained on sanitary feed transportation, retain documentation proving this training occurred and use the FDA suggested training program or an equivalent option and (5) Green Plains reserves the right to visually inspect all trucks, to require drivers to sign certifications regarding their last load and to require trucks that are only used to haul animal feed.

**3. Correct Legal Entity.** Carrier has a duty to notify Green Plains of the correct legal entity to be identified on the Contract. By signing the Vendor Form, and/or performing under this Contract, Carrier (a) certifies the legal entity identified on the Contract documents is correct, and (b) agrees to provide documentation verifying the legal identity of Carrier upon Green Plains' request. Carrier represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract on behalf of the legal entity identified on the Vendor Form.

**4. Term and Termination.** These T&Cs, including any document made a part hereof, shall be effective upon any shipment and shall remain operative until: (a) terminated by Green Plains; (b) by mutual agreement of Green Plains and Carrier; (c) the discontinuance of business operations by either party that materially affects such party's ability to perform the obligations agreed to in these T&Cs; or (d) upon notification to Green Plains that Carrier has been issued a U.S. Department of Transportation (DOT) Safety Rating of less than "Satisfactory." Termination for any reason shall not release either party from any obligation that may have accrued before such termination, nor shall it preclude either party from exercising any remedies in law or equity.

**5. Carrier's Service Designed to Meet Green Plains' Distinct Needs.** The parties acknowledge the Services provided under these T&Cs are designed to meet Green Plains' distinct needs, and Green Plains has engaged Carrier specifically because Carrier acknowledges its ability and willingness to meet such distinct needs. Carrier shall provide all Services in a prompt, efficient and safe manner and shall warrant the safe and prompt delivery of the goods without loss, damage, delay or contamination. Carrier and Green Plains acknowledge this is a private contract to provide specified Services under specified rates and conditions, and, to the extent permitted by 49 U.S.C. §14101, hereby waive all rights, obligations and remedies they may have under 49 U.S.C. §13101 through §14901 for the transportation covered by these T&Cs (except on matters relating to registration, insurance and safety fitness), but only to the extent such rights, obligations and remedies conflict with these T&Cs.

**6. Determination of Freight Charges.** Freight charges and fuel surcharges shall be those agreed to by a recorded phone call, email or other document. Unless expressly stated and agreed to otherwise herein, all such charges shall be inclusive of: (a) all origin and destination services (including, but not limited to loading and unloading services) required by Green Plains, (b) all accessorial charges, (c) all fuel surcharges, (d) all hazardous material fees and (e) all detention charges.

**7. Invoicing and Payments.** All commodities Carrier transports for Green Plains, whether received from Green Plains or a third party, shall be transported under these T&Cs. Each shipment may be evidenced by a recorded telephone call, an email or document showing the product and quantity thereof received and delivered by Carrier at the loading and unloading points, respectively. Green Plains' payment of invoices shall not constitute acceptance of shipments and shall be subject to adjustment for errors, shortages, product damage, loss, discounts or defects.

**8. Scope and Governing Rules.** These T&Cs apply to and govern all shipments tendered to Carrier for shipment to and/or from Green Plains' facilities, including shipments to and/or from any locations other than Green Plains' facilities, and shipments from suppliers shipping to Green Plains. To the extent any term or provision in these T&Cs differs or is contrary to a term or provision of any tariff, bill of lading, freight bill, or other shipping or delivery document, the terms and provisions of these T&Cs shall supersede and govern.

**9. Loading and Handling Obligations.** Carrier may be responsible for loading Green Plains' freight onto Carrier's equipment at the origin point and for unloading Green Plains' freight at the delivery point. When on Green Plains' premises, Carrier, its subcontractors and agents shall comply with the safety practices and procedures established for those premises. Carrier is responsible for maintaining an accurate count of all of Green Plains' freight at all times such freight is in Carrier's possession, custody or control. Carrier, Carrier's employees, agents and/or authorized representatives may visually inspect and count Green Plains' freight during the loading process and during all times in which such freight is in Carrier's possession, custody and control. Carrier shall also ensure Carrier's equipment is clean, free of any residue and appropriate for Green Plains' freight.

**10. Loss of or Damage to Property, Third-Party Claims.** (a) Loss of or Damage to Property of Green Plains or Third Parties. (i) Regardless of the points of origin, destination or location of the Services provided, Carrier shall be liable to Green Plains in the same manner and to the same extent as a common carrier under 49 U.S.C. §14706 (or its successor statute) for loss of, damage to, contamination or delay in delivery of Green Plains' products when tendered and accepted for transportation hereunder, except where such loss or damage results from (A) acts of God, or public authority, or (B) acts of Green Plains. Irrespective of any provisions in Carrier's tariffs, service guides or similar publications, Carrier's liability for loss, damage, contamination or delay shall be determined solely by these T&Cs. Any attempts to limit Carrier's liability by tariff or other provisions incorporated by reference in a bill of lading or other shipping document shall be deemed null and void. Products which have been tendered to Carrier in good order and condition, and subsequently delivered by Carrier in damaged or contaminated condition, or lost or destroyed, or unreasonably delayed in delivery, shall be conclusively deemed to have been damaged, contaminated, lost, destroyed or delayed by Carrier's negligence unless Carrier can otherwise establish by clear and convincing evidence. (ii) Carrier's acceptance of products for transportation shall be deemed to occur at the time such products (or any part thereof) pass the flange of the loading valve on Carrier's trailer. (iii) Claims against Carrier for loss of, damage to, contamination of, or delay in delivery of the products and the processing of any salvage shall be governed by 49 C.F.R. Part 370, or any applicable successor regulations, except as otherwise set out herein. Carrier shall not dispose of any damaged or contaminated cargo without the prior written consent of Green Plains. Green Plains may determine, within its sole discretion, and not subject to a reasonableness standard, whether and how the cargo may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Green Plains' claim against Carrier. Green Plains shall have the right to remove all identifying marks or labels when Carrier pays Green Plains for the full value of the damaged or contaminated cargo and requests possession of the salvage. Alternatively, the cargo shall be permanently marked as "damaged" or a similar notation, without debiting Green Plains for such notations. If any portion of 49 C.F.R. Part 370 conflicts with any portion of these T&Cs, the provisions of these T&Cs shall govern. (iv) In case of loss, contamination or damage to Green Plains' products, the parties agree the value of such products and the Carrier's liability for any cause for which Carrier may be liable, shall be the full invoice value of the product, subject to reasonable mitigation of the lost, contaminated or damaged products, plus all reasonable additional transportation costs. Such full invoice value shall be determined by the invoice between Green Plains and the consignee, or if Green Plains is the consignee, the invoice between the consignor and Green Plains. (v) Carrier shall be liable to Green Plains and to third parties for any loss or contamination of, or damage to any products or property, where and to the extent such loss, contamination or damage is the result of Carrier's negligence or willful misconduct. (vi) In case of loss or contamination of, or damage to any products or property of third parties or Green Plains, the parties agree the value of such products or property and Carrier's liability for any cause for which Carrier may be liable, shall be the fair market value of such products or property or the reasonable cost of repair, whichever is less. (b) Loss of or Damage to Carrier's Property. (i) Green Plains shall be liable to Carrier for loss of or damage to any Carrier property where and to the extent such loss or damage is the result of Green Plains' gross negligence or willful misconduct. (ii) The parties agree that in case of loss or damage to any Carrier property, the value of such property and Green Plains' liability for any cause for which Green Plains may be liable, shall be the fair market value of such property or the reasonable cost of repair, whichever is less.

**11. Indemnification.** (a) Except as expressly provided below Carrier agrees to defend, hold harmless and unconditionally indemnify Green Plains against and from all liability, cost, expenses, claims, and damages which Green Plains may at any time suffer or sustain or become liable for by reason of: (i) Any and all penalties, fines, costs or expenses of any character which may be enforced or sought to be enforced against Green Plains or Carrier by reason of Carrier's violation or alleged violation of any federal, state or local law or regulation; (ii) Any and all claims, actions and causes of action which may at any time arise by reason of accident or damage to the property of either party or third parties or the injury to or death of any party including employees of either party or any third parties caused by any negligent act or omission of Carrier, its officers, agents, subcontractors or employees arising from or in connection with: (A) The maintenance, use, or operation (including loading and unloading) by Carrier, its agents or employees of any motor vehicles or Equipment used by Carrier in performance of the Services; or (B) Carrier's performance of the Services or breach of any obligation under these T&Cs, including a breach of any representation or warranty; (iii) Any and all claims, actions or causes of action which may at any time arise by reason of any state or local sales tax that may be assessed on Carrier's payments to Green Plains for loss or damage to Green Plains' commodities or any other Green Plains property. (b) The indemnity herein provided shall include, but shall not be limited to, all costs, expenses, and attorneys' fees incurred or payable by Green Plains in settling such claims or penalties or fines or in investigating or defending against the same. (c) Notwithstanding any other provision herein, Carrier's indemnity obligations shall not hold Green Plains harmless from or against any such penalty, fine, claim, action or cause of action shown to arise from Green Plains' negligence. Where personal injury, death or loss of or damage to property (excluding property of Green Plains or Carrier) is the result of the joint negligence or willful misconduct of Carrier and Green Plains, Carrier's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct. (d) This Section 10 shall not apply to claims for lost, contaminated, damaged or delayed cargo that are covered by Section 9(a) above.

**12. Insurance.** (a) Carrier shall obtain and maintain at all times the following insurance coverage: (i) Commercial general liability insurance (including contractual liability), bodily injury and property damage insurance with not less than \$5,000,000 or the amount required by applicable state and/or federal law, whichever is greater, insuring Carrier's ability to pay for any loss, damage or injury arising out of Carrier's performance or failure to perform under these T&Cs. (ii) Commercial Automobile Liability insurance with not less than \$5,000,000 per accident for bodily injury or death and property damage combined, and which includes coverage of all vehicles and equipment used by Carrier and the MCS-90 Endorsement; (iii) Motor Truck Cargo insurance with not less than \$150,000 for loss of or damage to property carried on motor vehicles used in connection with the Services, or for any and all amounts as per statutory requirements, whichever is greater; and (iv) Workers' compensation insurance in compliance with the law of each of the States in which Carrier conducts activity relating to these T&Cs. This insurance policy shall have a provision or endorsement whereby subrogation rights are waived in favor of Green Plains. (v) Employer's Liability insurance with not less than \$1,000,000 for each accident and \$1,000,000 for each disease which shall provide coverage for injury, disease or death to workers regardless of whether the event is compensable under a state or federal workers' compensation statutory scheme. This insurance policy shall have a provision or endorsement whereby subrogation rights are waived in favor of Green Plains. (vi) Environmental liability insurance, if applicable, may be evidenced by MCS90 with limits of liability not less than \$5,000,000 per occurrence; and (vii) Umbrella or Excess Liability insurance which covers claims and losses in excess of the primary policies (previously stated) with not less than \$10,000,000. This policy shall include a provision or endorsement identifying Green Plains as an additional insured and a provision or endorsement whereby subrogation rights are waived in favor of Green Plains. (b) Each of the above-described insurance policies shall include

coverage for liabilities arising out of loading, unloading and/or transportation of goods, shall fully extend to, defend and protect Green Plains, shall be primary and not excess or contributory to any other applicable insurance or self-insurance, shall be written by an insurer rated B+/VIII or better by A.M. Best at the time of policy issuance and shall have a provision or endorsement which reflects the insurer's agreement to provide Green Plains with at least 30 days written notice of non-renewal or cancellation (10 days for nonpayment of premium). Upon request, Carrier shall furnish to Green Plains certificates of insurance and a copy of any/all policies including policy endorsements related to the above-described insurance. Carrier's liability shall not be limited to or by the insurance required of Carrier hereunder. Carrier's failure to comply with any aspect of this Section shall constitute a material breach. (c) Green Plains, its subsidiaries and affiliated companies, co-owners and joint venturers, if any, and their employees, officers and agents shall be identified as additional insureds or as beneficiaries of each of the policies required by this Section, except workers' compensation. (d) All policies shall be endorsed to provide that Carrier's underwriters and insurance companies shall not have any right of subrogation against Green Plains, its subsidiaries, co-owners or joint venturers, if any, and their agents, employees, officers, invitees, servants, contractors, subcontractors, underwriters and insurance companies with respect to any loss of or damage to Green Plains' cargo or commodities. (e) Carrier agrees that unless it receives Green Plains' prior written consent otherwise, it will (i) keep such policies in force, (ii) not reduce the amount or change the nature of the coverage, (iii) not remove Green Plains as additional insured or beneficiary, and (iv) not change insurers. (f) Any coverage provided Green Plains by Carrier's insurance under these T&Cs is primary insurance and shall not be considered contributory insurance with any insurance policies of Green Plains, its employees, subsidiaries, or joint venturers, if any. (g) Such insurance policies shall provide (unless prohibited by applicable statute), that written notice of any such cancellation shall be given to Green Plains at least 10 calendar days prior to such cancellation. Carrier's obligations shall always be subject to any limitations imposed by applicable laws, regulations or orders of any governmental authority.

**13. Compliance with Laws and Business Practices.** (a) Each party will comply with all laws and lawful regulations applicable to any activities carried out under these T&Cs and/or any amendments to them. (b) Carrier will comply with all safety practices and procedures established for each of Green Plains' facilities and premises. (c) Carrier agrees that at all times when its vehicles are transporting Green Plains' freight, such vehicles shall carry a current copy of the Emergency Response Guide Book. (d) Each party agrees that all financial settlements, billings, and reports rendered to the other party as provided for in these T&Cs and/or any amendments to it will, to the best of its knowledge and belief, properly reflect the facts about all activities and transactions related to these T&Cs, which data may be relied upon as being complete and accurate in any further recording and reporting made by such other party for whatever purpose. Each party will notify the other party promptly upon discovery of any instance where the notifying party has reason to believe data covered by this subsection (d) are no longer accurate and complete. (e) In addition to Carrier's general compliance requirements set forth elsewhere, Carrier warrants that when providing Services for any material that is classified as a Hazardous Material or Dangerous Good, under applicable international, federal, state or local law, Carrier assumes full responsibility that its (and its subcontractors') employees have been trained, qualified and screened to safely handle the material for the purposes of such Services and that the material will arrive at the required destination in a safe manner. Carrier certifies that it has developed and implemented a security plan in compliance with applicable regulations in the jurisdictions in which it will provide the Services for such material. Carrier will furnish a true and correct copy upon Green Plains' request.

**14. Transportation of Waste and Hazardous Waste.** (a) This Section 13 shall apply only in the event a heel remains in the tank truck after delivery, and, after notification by Carrier, Green Plains determines that the heel must be managed as a hazardous waste. (b) If Carrier transports hazardous waste, as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and applicable state counterparts, then Carrier shall comply with all applicable requirements for transporters of hazardous waste, including but not limited to the hazardous waste transporter requirements at 40 CFR Part 263 or any applicable state counterpart. (c) Carrier shall deliver any hazardous waste Green Plains tendered only to the "designated facility" listed on the manifest accompanying the hazardous waste. Carrier must have regulatory authority to transport waste and hazardous waste within the applicable state or provincial jurisdictions.

**15. Confidentiality; Non-disclosure.** (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Green Plains that is provided, whether in oral or written form, to Carrier in connection with the purchase and sale of Product hereunder, and includes, without limitation, pricing and payment terms, supplier contact and identifying information, customer contact(s) and identifying information, current and anticipated supply requirements, banking and other financial information, including account information. Confidential Information also includes "Personal Information" that identifies, relates to, describes or is capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual or household and includes, without limitation, identifiers such as real name, IP address, account name, postal address, and commercial information such as records of products purchased, internet or other electronic network activity information or professional or employment-related information. Confidential Information shall not include any information which: (i) was received in good faith by Carrier from any third party without breach of any obligations of confidentiality; (ii) was independently developed (without access to or use of any Confidential Information of Green Plains) by an employee or agent of Carrier; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) **Non-Disclosure.** Carrier shall (i) treat as confidential and protect from unauthorized disclosure all Confidential Information made available to it or any of its affiliates, employees, agents or representatives; (ii) not retain, use or disclose Confidential Information for any purpose other than in connection with the performance of this Contract; (iii) limit access to only those employees, agents, representatives, contractors and third parties to whom it is necessary to disclose the Confidential Information in furtherance of the transaction(s) contemplated herein; provided, however, that such persons and entities are bound by confidentiality and non-disclosure obligations at least as protective as those contained in this Contract; (iv) use commercially reasonable security procedures and practices that are reasonably designed to maintain an industry-standard level of security and prevent unauthorized access to and/or disclosure of Confidential Information; and (v) notify Green Plains immediately in the event of an unauthorized disclosure or loss of any Confidential Information.

**16. Green Plains Policies; Privacy.** Green Plains sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Green Plains does business. In choosing to do business with Green Plains, Carrier acknowledges it is aware of and accepts the policies and practices outlined in Green Plains Inc.'s written corporate governance policies, which include its Anti-Corruption Policy, its Code of Ethics, its Code of Vendor Conduct, its Environmental Policy, its Human and Labor Rights Policy, and its Occupational Health & Safety Policy, all of which are publicly available on Green Plains Inc.'s website at <https://investor.gpreinc.com/corporate-governance>. Green Plains also takes very seriously the privacy of its customers, vendors, suppliers and those with whom it does business. In choosing to do business with Green Plains and performing under the Contract, Carrier acknowledges and agrees to Seller's Privacy Policy, which is available at <https://gpreinc.com/privacy-policy/>.

**17. Miscellaneous.** (a) If any provision of these T&Cs should be found to be unenforceable or should become in contravention of any applicable laws or regulations, the parties shall remain obligated by that which remains or such provision shall be superseded by the appropriate provisions of such laws or regulations, so long as such laws or regulations remain in force and effect, whichever is applicable. (b) Green Plains shall give Carrier prior notice of the toxic, flammable or otherwise hazardous nature, if any, of the product to be shipped. Carrier must notify Green Plains within 10 calendar days when Carrier's DOT

Safety Rating falls below "Satisfactory." Carrier shall notify Green Plains of any notices of DOT hazardous material violations received by Carrier while Carrier is in possession of Green Plains' freight, immediately upon Carrier's receipt of any such violation. (c) Carrier is and shall remain an independent contractor in all respects and in the performance of all transportation services and related activities hereunder. The detailed methods of transporting commodities in motor vehicles shall be under Carrier's exclusive control and direction, Green Plains being interested only in the results thereof. All persons engaged in performing the Services and related activities hereunder shall be Carrier's employees or agents or its subcontractors or their employees, and shall not be deemed to be Green Plains' agents or subcontractors. Carrier will comply with all Green Plains' requests concerning the time, conditions and place of performance hereunder. (d) These T&Cs shall be governed by and construed in accordance with the laws of the State of Nebraska (without giving effect to the principles of conflict of laws which might otherwise result in the application of the law of another jurisdiction) and Title 49 of the United States Code. Litigation regarding this contract may be brought only in the courts in Douglas County, Nebraska. (e) In the event either party is unable to meet any of its obligations under these T&Cs as a result of acts of God, acts of government, war, strike or other labor disturbance, or any other cause beyond its reasonable control (Force Majeure), the obligations of the party affected by the Force Majeure shall be suspended for the duration of same; provided, however, that both parties shall make all reasonable efforts to continue to meet their obligations for the duration of the Force Majeure. The suspension of any obligations owing to Force Majeure shall neither cause the term of these T&Cs to be extended nor affect any rights accrued under these T&Cs prior to the Force Majeure. Nothing in this Section shall apply to relieve Carrier of its responsibility and liability for cargo loss, damage, contamination or delay in delivery set forth in Section 9 or its indemnification obligations under Section 10, except as otherwise set forth in those sections. (f) All notices shall be in writing and sent either by first class U.S. Mail or overnight mail, postage prepaid. Notices to Green Plains shall be addressed to Green Plains' Chief Legal & Administration Officer, 1811 Aksarben Dr., Omaha, NE 68106. Notice to Carrier shall be directed to the address on the Vendor Form. (g) Neither party shall transfer or assign these T&Cs in whole or in part without the prior written consent of the other party. These T&Cs are binding upon and inure to the benefit of the parties and their lawful successors and assigns. (h) This instrument states the entire agreement between the parties and there are no other agreements or understandings whatsoever, expressed or implied, relating to the subject matter hereof. All amendments to these T&Cs shall be in writing, signed by both parties and make explicit reference to these T&Cs and the Section(s) modified. (i) No waiver by either party of any breach of these T&Cs by the other party shall be considered a waiver of any succeeding breaches. (j) Green Plains shall have the right to audit records supporting Carrier's compliance efforts with all legal requirements including, but not limited to, FDA Sanitary Feed Transportation rules, training on cleanliness, and other items, and may request copies of supporting documentation.

**18. Reporting and Violations.** Any violation of the terms of this contract by Green Plains shall be promptly reported to the Green Plains' Chief Legal and Administration Officer. Reporting may also be submitted to the Green Plains EthicsPoint website at: <https://gpreinc.ethicspoint.com> or toll-free hotline: 844.957.2596.