DDG SALES TERMS AND CONDITIONS

1. "Seller" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these DDG Sale Terms and Conditions (T&Cs). "Buyer" means the individual, corporation or other entity that has agreed to buy the commodity (Goods or Product) pursuant to these T&Cs. Buyer and Seller individually may be referred to as a "Party" and collectively as the "Parties."
2. All sales of the Goods are subject only to these T&Cs, along with any other Seller-generated documents attached to or referenced herein, which collectively comprise the Parties' entire agreement (Contract). No modification of this Contract shall be binding unless approved in writing by Seller, such requirement shall not be waived by Seller limited by course of dealing nor shall Seller be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Buyer is hereby notified of Seller's objection to any of Buyer's terms inconsistent herewith and to any additional terms proposed by Buyer in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Seller. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of Goods covered hereby shall constitute or be deemed an agreement by Seller to any such terms.
3. These T&Cs are binding on Buyer even if Buyer does not sign these T&Cs in accordance with the National Grain and Feed Association (NGFA) Trade Rules (Trade Rules). If no objection is made to this Contract within 2 business days, it will be considered final and accepted by Buyer. The Parties acknowledge the Trade Rules, including the arbitration standards set forth by the NGFA shall apply to extent not inconsistent with the Contract. The Parties agree to settle any controversies hereunder by NGFA arbitration, and that any arbitration decision/award shall be final and binding upon the Parties. Nebraska law shall apply to any situation in which the Trade Rules do not govern, and Buyer agrees to venue in the courts of Douglas County, Nebraska.
4. Buyer has a duty to notify Seller of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Buyer (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Buyer upon Seller's request. Buyer 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 Contract.
5. **Warranties**. Buyer acknowledges and agrees that it shall not use or resell the Goods for human consumption. Buyer represents and warrants that Buyer has read this Contract in its entirety and understands its terms and legal effect, and that Buyer will not export the Product purchased hereunder, or allow the Product to be exported, to any country with a functioning regulatory system in place that grants authorizations that has not approved the import of Product containing genetically modified organisms. Seller warrants that the Goods delivered under this Contract: meet Buyer's specifications and Seller's Contract description. 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 OF 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**. Buyer must assume all risk and liability for results of Buyer's use of the Product. Seller's liability shall in no event exceed the purchase price of the Products. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects within 48 hours of receipt. Unless otherwise agreed in writing, Seller shall make delivery on a prorated basis.
6. **Default**. Buyer shall be in default if: Buyer fails or refuses to comply with any provisions hereof; any third party fails or refuses to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; Buyer 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 Buyer. Upon the occurrence of any event of default, Seller may exercise any or all rights and remedies hereunder or at law or in equity.
7. **Remedies**. Seller has all remedies applicable under the Uniform Commercial Code (UCC). In the event Buyer breaches this Contract in any manner, Buyer shall be liable for all losses and damages including consequential damages, incidental damages, and any lost profits incurred as a result thereof and shall pay any related reasonable attorney fees. In addition, if Buyer breaches this Contract, all amounts owed by Buyer may be applied and otherwise setoff by Seller against the payment of the amounts owing to Buyer, in addition to any and all other right and remedies available hereunder. Seller at its option, may: resell the product in the open market and Buyer shall pay any loss or incidental expenses resulting therefrom; require Buyer to pay the difference between the contract price and the price on the date of cancellation; or Seller may without further obligation cancel this Agreement in its entirely. Notwithstanding the foregoing, Seller may pursue any remedy allowed by law or the Trade Rules, at Seller's option.
8. **Forward Contract.** It is agreed that this Agreement is a "Forward Contract" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)). If one Party (Defaulting 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 (iii) makes a general assignment for the benefit of creditors; the other Party (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 (whether the Liquidating Party is seller or buyer thereunder) 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 1 banking day after reasonable notice of liquidation. This is in addition to any other rights and remedies which the other Party may have.

9. **Sanitary Feed Transportation**. If Buyer is to provide equipment for loading, Buyer must ensure that the equipment and carrier comply with all applicable laws including following weight, hour, and all other DOT regulations. Buyer must provide acceptable equipment including vibrator brackets for any rail cars. Buyer shall not provide equipment that 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 DDGs, 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 the last load hauled by Buyer's hired carrier (Carrier) is a Prohibited Item as noted, Buyer shall obtain from Carrier a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. In general trucks must be clean and in good repair. Buyer shall ensure that it only retains carriers whose drivers and employees (a) are trained on sanitary feed transportation using the FDA-suggested training program (or an equivalent) and (b) retain documentation proving this training occurred.
10. If the number of loads is defined on the face of this Contract, this Contract shall be load based. Trucks loading at approximately 25 tons (+/- 5 tons)) and railcars must be loaded to capacity as required by the railroad companies. 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: (a) Product loaded into a railcar, at the loading of the railcar or if applicable upon the constructive placement of the railcar by the railroad or upon the actual placement of the railcar for unloading if the railcar has not been previously constructively placed; or (b) Product loaded into truck, at the loading of the truck. 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. Unless otherwise agreed in writing, Seller will allow Buyer a period of 4 days free demurrage for off-loading railcars from time of constructive placement until empty release. Cars held beyond 5 days the Buyer will be charged at $100.00 per day until empty release. Demurrage charges will be invoiced to the Buyer and payable upon receipt.
11. **Force Majeure**. Seller shall not be liable for delay in performance or failure to perform when such delay or failure is due to impossibility or 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, cyber or ransomware attacks, 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.
12. **Consent to Call Recording; Electronic Records**. The Parties consent to the recording of all telephone conversations and electronic communications 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. In addition, each Party acknowledges that such recording or electronic copy is a business record within the many of the business record exception to the hearsay rule.
13. Buyer represents that it is not insolvent, as defined in the UCC. If Buyer's financial condition is deemed unsatisfactory to Seller during the term of this Contract, Seller may terminate this Contract and all other contracts with Buyer whether or not Buyer is in default. Seller may at its discretion and without prejudice to other legal remedies treat Buyer's failure to perform under this Contract as a breach of this Contract and/or any other open contracts with Buyer, and pursue all remedies.
14. **Liability**. Buyer shall be liable to Seller for any damage to property, where and to the extent such loss or damage is the result of Buyer's (or its agent's) negligence or willful misconduct. Buyer agrees that the liability of Buyer shall be the fair market value of such property or the reasonable cost of repair, whichever is less.
15. Any invoice disputes, including regarding the quantity of any Product delivered, shall be waived unless submitted to Seller in writing, together with supporting documentation and reasonable details of the facts on which the claim is based, within 60 days from the date of delivery. The delivery date shall be determined by the bill of lading or other shipping document as appropriate for the delivery method.
16. **Splitting Loads**. Where applicable, if instruction has been given to Seller from Buyer or Buyer's agent to split, transfer or otherwise allocate delivery of Goods, Seller disclaims any and all responsibility to verify such allocation and in no case shall Seller be liable to anyone for allocating such load.
17. **Insurance**. To the extent Buyer brings trucks on Seller's property, Buyer (or its trucking agent) shall obtain and maintain at all times the following insurance coverage: (a) Commercial general liability insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. (b) Automobile liability insurance with not less than $1,000,000 combined single limit. (c) Workers' Compensation according to statute and Employer's Liability Insurance with no less than $1,000,000 bodily injury-by accident-each accident; $1,000,000 bodily injury-by disease-each employee and $1,000,000 bodily injury-by disease-policy limit. All policies except workers' compensation shall identify 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 Green Plains at: Insurance.Certificates@gpreinc.com. Buyer shall provide Seller with 30 days written notice of policy cancellation. Any coverage provided by Buyer is considered to be primary insurance and noncontributory to any insurance maintained by or on behalf of Seller.
18. **Indemnification**. Buyer shall indemnify and hold harmless Seller from and against all claims, demands, causes of action, damages, suits,

costs of suits, losses or expenses, including attorneys' fees and court costs, arising out of or in any way connected with (a) Buyer's breach of this Contract, including breach of any Buyer representation or warranty, or (b) Buyer's or its representatives' presence on Seller's property, including any alleged negligent and/or fraudulent acts or omissions of Buyer and/or Buyer's employees, agents and contractors resulting in property damage or personal injury, including death.

19. **Confidentiality; Non-disclosure**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Seller that is provided, whether in oral or written form, to Buyer in connection with the purchase and sale of Goods 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 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 Buyer 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 Seller) by an employee or agent of Buyer; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Buyer 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 Seller immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
20. **Seller Policies; Privacy**. Seller sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Seller does business. In choosing to do business with Seller, Buyer 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. Seller also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Seller does business. In choosing to do business with Seller and performing under the Contract, Buyer acknowledges and agrees to Seller's Privacy Policy, which is available at https://gpreinc.com/privacy-policy/. In the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Company's business, assets or stock (including in connection with any bankruptcy or similar proceedings), Company would have a legitimate interest in disclosing or transferring Seller's information to a third party, such as an acquiring entity and its advisors.
21. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the applicable Parties at the addresses set forth on the face of the Contract with an additional copy to Seller sent to Green Plains Inc., Attn: General Counsel, 1811 Aksarben Dr., Omaha, NE 68106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified mail (return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
22. **Miscellaneous**. Buyer shall not assign or delegate this Contract, any right, or duty hereunder without the written consent of Seller. This Contract shall be binding upon the heirs, administrators and executors of the respective Parties In compliance with Title VII-Wall Street Transparency and Accountability Act of 2010 (Dodd-Frank), each of the Parties represents to the other that (a) it has the capacity to make or take delivery of the Goods 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 Goods. 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.
23. **Reporting and Violations**. Any violation of the terms of this contract by Seller shall be promptly reported to the Green Plains General Counsel. Reporting may also be submitted to the Green Plains EthicsPoint website at: https://gpreinc.ethicspoint.com or toll-free hotline: 844.957.2596.