GENERAL TERMS AND CONDITIONS

1. "***Company***" means the Green Plains Inc. ("***Green Plains***") company listed on the applicable purchase order ("***PO***") or noted on the Green Plains vendor form. The term "***Work***" means all items, goods, materials, equipment, labor and/or other services that are the subject of the PO. "***Seller***" means any individual, corporation or other entity who is to perform or provide the Work under the PO and is identified as such therein. These General Terms and Conditions ("***T&Cs***"), the PO and the provisions contained in any other Company-generated documents attached to or referenced herein, as applicable, comprise the parties' entire agreement ("***Contract***") for Company's purchase and Seller's supply of the Work. Seller's commencement of performance or supply of the Work shall constitute Seller's acceptance of these T&Cs. Company expressly rejects any terms, conditions and other provisions from Seller (whether or not contained in an acknowledgement or other Seller-issued document) that are inconsistent with or additional to these T&Cs. Company and Seller individually may be referred to as a "***Party***" and collectively as the "***Parties***."

2. This Contract supersedes all prior negotiations and understandings of the Parties and contains the complete and final agreement between Seller and Company concerning the subject matter hereof and no other agreement in any way modifying any of the said T&Cs will be binding upon Company unless made in a writing signed by Company's authorized representative.

3. Seller has a duty to notify Company of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Seller (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Seller upon Company's request. Seller 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.

4. **Warranty**. Seller warrants that all Work will: (a) conform to all specifications, if any; (b) be free from defects in design, material and workmanship for a period of 1 year after the final acceptance of the Work, or such longer period as may be otherwise provided; (c) be fit for its intended purpose; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's intellectual property rights. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Seller breaches this warranty, Seller, at Company's option, shall repair the defective Work, replace the defective Work or refund the purchase price. If Company elects repair or replacement, Seller shall remedy all defects without cost to Company, including, but not limited to, the costs of removal, repair and replacement of the defective Work, and reinstallation of new Work. Seller shall warrant all such remedied Work as stated above. If the Work involves the sale of goods, this transaction will be governed by the Uniform Commercial Code, latest revision, as enacted by the State of Nebraska, including all warranty protection (express or implied) and all buyer remedies.

5. **Seller's Liability and Indemnification**. Seller shall indemnify, defend and hold harmless Company, its subsidiaries, affiliates, and their respective officers, directors and employees, agents, representatives, guests and invitees (collectively, "***Indemnitees***") from and against all loss, injury, liability, claim, injury, death, deficiency, action, judgment, interest, award, penalty, fine, costs or expenses, including reasonable attorney's fees and costs arising out of, relating to or resulting from: (a) Seller's breach of these T&Cs or the Contract, including Seller's breach of any representation or warranty herein; (b) any negligent act or omission of Seller, or its subcontractor, or employees or invitees of either of them, in the performance of the Work; (c) any bodily injury, including death of any person, or property loss or damage to Company or to others (including Seller and employees and invitees of Seller or Company) caused by any negligent act or omission of Seller or its subcontractor, or employees or invitees of either of them; (d) any claim that any Indemnitee's purchase, use, possession or sale of the Work infringes or misappropriates any third party's intellectual property right(s); or (e) any leak or spill of any materials, substances or chemicals that Seller or any of its subcontractors brings onto any of Company's sites (each, a "***Site***").

6. **Insurance Requirements.** If Seller, either as principal or by agent or employee, enters upon Company's property to do any Work, Seller agrees to procure and maintain, at its sole expense, insurance of the types and in the form and amounts described below from insurer(s) authorized to transact business in the state where the Work will be performed. Such insurance and required coverage in forms acceptable to Company shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than B+/VIII, unless approved by Company. The insurance requirements described below shall be maintained uninterrupted for the duration of the Work, including any warranty periods, and shall protect Seller, and others for whom and/or to whom Seller may be liable, for liabilities in connection with work performed by or on behalf of Seller, its agents, representatives, employees or subcontractors.

    (a) Commercial General Liability Insurance. Seller shall maintain commercial general liability ("***CGL***") insurance, with a limit of not less than $2,000,000 per occurrence, bodily injury or property damage liability; $2,000,000 per offense, personal and advertising injury liability; $4,000,000 products-completed operations aggregate; and $4,000,000 general aggregate applicable to claims other than products-completed operations. Company, its officers, directors and employees shall be included as additional insureds under Seller's CGL with respect to liabilities arising out of both Seller's ongoing and completed Work.

    (b) Commercial Automobile Liability Insurance. Seller shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Seller. Company, its officers, directors and employees shall be included as additional insureds under Seller's auto liability insurance with respect to liabilities arising out of both Seller's ongoing and completed Work.

(c) Umbrella/Excess Liability Insurance. Seller shall maintain umbrella/excess liability insurance with a limit of not less than $10,000,000 per occurrence and $10,000,000 general aggregate. Company, its officers, directors and employees shall be included as additional insureds under Seller's umbrella/excess insurance with respect to liabilities arising out of both Seller's ongoing and completed Work.

(d) Workers' Compensation and Employers Liability Insurance. Seller shall maintain workers' compensation coverage providing statutory benefits. Seller shall additionally maintain employer's liability insurance with a limit of not less than: $1,000,000 bodily injury-by accident-each accident; $1,000,000 bodily injury-by disease-policy limit; and $1,000,000 bodily injury-by disease-each employee. Workers' compensation coverage must extend to every employee, including owners/officers of a closely held corporation and/or individuals operating as a sole proprietorship or partnership, and provide coverage in the state where the Work is performed.

Seller agrees to waive all rights of subrogation against Company and shall cause any of its subcontractors (if applicable) to waive all rights of subrogation against Company, Company's agents and employees, as respects loss, damage, claims, suits or demands, howsoever caused. This waiver of subrogation shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Seller. If necessary, Seller agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Company. Seller's insurance will be primary without right of contribution of any other insurance carried by or on behalf of Company. Seller shall provide Company with 30 days prior written notice in the event of a cancellation, material change or renewal refusal in the insurance coverage required herein. Upon Company's request, Seller shall furnish certificate(s) of insurance evidencing Seller's compliance with the requirements set forth above. Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to Company as additional insured and insurer's concurrence with Seller's waiver of subrogation rights. These insurance requirements are separate and distinct from any other Seller obligations under the Contract. If Seller will be coming onto any Site, a certificate of insurance shall be uploaded prior to Seller's arrival at any Site through FIRST, VERIFY at https://pq.firstverify.com/ or sent to Green Plains Inc. at insurance.certificates@gpreinc.com if the Seller does not go through Company's FIRST, VERIFY pre-qualification process.

7. **Changes**. Company may, at any time, in writing, make changes to the general scope of the PO. If any such change causes an increase or decrease in the cost of or time required for the performance of any Work under the PO, an equitable adjustment will be made to the price or delivery schedule, or both, and the PO will be modified in writing accordingly.

8. **Termination**. Company may terminate the PO at any time by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease the Work indicated in the termination notice. If Company terminates the Contract for its convenience, Seller's sole and exclusive remedy is payment for the Work received and accepted by Company as of the termination date, and in no event shall such termination payment include any consequential or indirect costs, including without limitation, any lost profits.

9. **Force Majeure**. Neither Party shall be liable to the other to the extent of any delay or failure in performing its obligations under the PO if neither the fault nor the negligence of the defaulting Party or its employees or agents contributed to such delay or failure, and the delay or failure is proximately caused by acts of God or the public enemy, government restrictions, regulatory action, cyber or ransomware attacks, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, freight embargoes, plant breakdowns, war, invasion, hostilities, terrorist acts or industrial disturbances (each, a "***Force Majeure Event***"). Seller's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall immediately notify Buyer in writing of such Force Majeure Event, with such Notice detailing the reasons for the delay or failure and Seller's estimated timeline of when the delay or failure will be corrected. Seller shall be solely responsible for undertaking commercially reasonable measures and best efforts to minimize any impact to the Work resulting from such Force Majeure Event and to resume performance as soon as practicable under the circumstances.

10. **Liens**. Seller guarantees that no lien, encumbrance or security interest will be filed by anyone against Company, Company's property or the Work for materials or labor or both furnished under this Contract and will defend and hold Company harmless from any such liens, encumbrances or security interests and will pay all attorney's fees and all other costs and expenses arising from such liens, encumbrances or security interests.

11. **Title and Risk of Loss**. Title to and risk of loss for all products delivered hereunder shall pass to Company upon delivery at the Site; provided, however, that Seller shall bear all risk of loss to -products rejected by Company after notice of rejection, except to the extent of loss resulting from the negligence of Company.

12. **Independent Contractor.** Seller is an independent contractor and not an employee or agent of Company. Company will not control, and disclaims any right to control, the manner of Seller's performance. Seller has no authority to direct or control the performance of any Company employee. Seller's role will be that of an adviser and not of master to any Company employee. Seller does not have any Company title, and Seller is not eligible for Company benefits or employee plans. Seller shall be responsible for the training, direction and safety of any of its agents or employees on Company property.

13. **Consent to Call Recording**. The Parties consent to: (a) the recording of all telephone conversations and electronic communications between their representatives; (b) the original Contract and/or transaction confirmation being converted to and saved in electronic format; and (c) the admissibility of any such recording or electronic copy in any judicial, arbitration, administrative or other proceeding 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. The Parties acknowledge that any such recording or copy is a business record within the business record exception to the hearsay rule under the applicable rules of evidence.

14. **Disputes**. Any claim for relief brought by Seller pursuant to this Contract shall be made within 1 year of the event giving rise to the claim. In addition, Buyer shall reimburse Seller for all reasonable costs, fees, and expenses (including the value of employee time, legal fees, consultants, and third-party service providers) incurred in connection with responding to or cooperating with any litigation, arbitration, governmental or regulatory inquiry, investigation, subpoena, audit, or proceeding arising out of, relating to, or connected with Buyer, its affiliates, or its business activities."

15. **Compliance with Law**. Seller warrants it: (a) will comply with all applicable foreign, federal, state and local laws and regulations; and (b) has and shall maintain in effect during the term of the Contract all licenses, permissions, authorizations, consents and permits required to supply and or perform the Work. Unless the PO is exempted by law, Seller will comply with Executive Order 11246, the Rehabilitation Action of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Americans with Disabilities Act, as they have been or will be amended from time to time, and regulations implementing such statutes, and any similar state and local laws and ordinances and the regulations implementing such statutes.

16. **Environment, Health, Safety and Security**. If Seller, either as principal or by agent or employee, enters upon Company property, Seller agrees to comply with Company's rules and regulations including its environmental, health, safety and security rules and regulations. For any goods or materials furnished by Seller in accordance with Company's PO that are defined as hazardous or dangerous under applicable law, Seller will provide Company with hazardous warning and safe handling information in the form of a safety data sheet (SDS) and appropriate labeling for such goods or materials.

17. **Specific Provisions Applicable to Certain Service Providers**. (a) If Seller is providing scale or meter calibration services, then Seller shall provide traceability to a known standard, such as the National Institute of Standards and Technology (NIST). (b) If Seller is supplying chemicals, then Seller shall provide at the time of delivery a Certificate of Analysis and related documentation. All chemicals and materials supplied shall be Generally Recognized as Safe ("***GRAS***"), and Seller shall supply GRAS documentation upon Company's request.

18. **Confidentiality; Non-disclosure**.

    (a) "***Confidential Information***" means any information or compilation of information concerning the business of Company that is provided, whether in oral or written form, to Seller in connection with the Work, 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 Seller 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 Company) by an employee or agent of Seller; (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure; or (iv) was known to Seller without restriction before provided by Company.

    (b) Non-Disclosure. Seller 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 Company immediately in the event of an unauthorized disclosure or loss of any Confidential Information.

19. **Company Policies; Privacy**. Company sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Company does business. In choosing to do business with Company, Seller acknowledges it is aware of and accepts the policies and practices outlined in Company'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. Company also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Company does business. In choosing to do business with Company and performing under the Contract, Seller further acknowledges and agrees to Company'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.

20. **Miscellaneous**. This Contract shall be binding upon the heirs, administrators, assigns, and executors of the respective Parties and this Contract cannot be assigned by Seller without Company's prior written consent. Company may assign the Contract without the consent

of Seller. 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 provided under the PO 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 provided under the PO. The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions thereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted. The validity, enforceability, and construction of all portions of the Contract, including these T&Cs, shall be governed by the substantive laws of the State of Nebraska and the Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Omaha, Douglas County, Nebraska. This Contract may be executed in counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Signatures by facsimile or pdf and those sent via email, shall be effective as original signatures to the applicable PO. 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 applicable PO with additional copies to Company 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) or by email with delivery or receipt confirmation to each Party's representative reflected in the PO. Except as otherwise provided in this Contract, 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. No waiver of or failure to enforce any term shall affect or limit a Party's right thereafter to enforce and compel strict compliance with every term.

21. **Reporting and Violations**. Any violation of the terms of this Contract by Company shall be promptly reported to 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.