GPG BARGE – GRAIN PURCHASE TERMS AND CONDITIONS

1. "Buyer" means Green Plains Grain LLC or the Green Plains entity identified in the applicable documents accompanying these Grain Purchase Terms and Conditions (T&Cs). "Seller" means the individual, corporation or other entity that has agreed to sell 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 purchases of the Goods are subject only to these T&Cs along with any other Buyer-generated documents attached to or referenced herein which comprise the Parties' entire agreement (Contract). These T&Cs are binding on Seller even if Seller does not sign this Contract in accordance with the National Grain and Feed Association (NGFA) Trade Rules. Seller shall immediately advise Buyer in writing of any discrepancies in, objections to or disagreements with these T&Cs or on the trade confirmation, and failure to do so shall be construed as acceptance thereof.
3. This Contract supersedes all prior negotiations and understandings of the Parties and contains the complete and final agreement between Seller and Buyer concerning the subject matter hereof. No other agreement in any way modifying any of the said T&Cs will be binding upon Buyer unless made in a writing specifically referring to this Contract and signed by Buyer's authorized representative. This Contract will be governed by and construed in accordance with NGFA Trade Rules and subject to arbitration thereunder. Nebraska law shall apply in any situation NGFA rules do not govern, and Seller agrees to venue in the courts of Douglas County, Nebraska.
4. Unless Buyer directs, Seller agrees to make delivery on a prorated basis. Buyer's posted schedule of discounts at time of delivery shall apply. Goods of substandard quality, that are damaged, or in excess of quantities called for, as determined by Buyer in its sole discretion, shall at Buyer's option be: (a) rejected or returned to Seller with all costs relating to the rejection and return charged to Seller; or (b) accepted with deductions and allowances made and charged against Seller.
5. Seller has a duty to notify Buyer 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 Buyer'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.
6. **Special Barge Conditions:**
    a. Buyer has the option to net-out/cancel this Contract with equity settlement at a later date at a mutually-agreed market price.
    b. Any previously fumigated barge not applicable to Contract. Infested barges will be applicable at 3 cent/bushel discount. Class X weight. Only barges loaded to the navigable draft as stated by the U.S. Coast Guard at application will be applicable to this Contract. Seller guarantees that all Goods delivered hereunder have been grown in the continental U.S. This representation may be relied upon by the Buyer in the resale of the Goods.
    c. Title, risk of loss, and all other rights of ownership of the Goods are transferred from Seller to Buyer upon delivery to the delivery point noted on the face of the Contract. For CIF trades, insurance and freight costs are to be paid by Seller. Seller will insure the Goods through the delivery/title transfer point.
    d. Grades and weights determined at origin shall apply.
7. **Seller Warranties**. Seller warrants that the Goods: (a) are commercially acceptable product, (b) are in accordance with industry standards, including, but not limited to, are merchantable and fit for sale to domestic and foreign customers; (c) have traceable origins and, to the extent applicable, are associated with unique lot/batch identification numbers; (d) meet Buyer's specifications in accordance with the Contract description; (e) are of the grade indicated; (f) are fit for human and animal consumption; (g) are not adulterated or misbranded within the meaning of the Federal Food, Drug & Cosmetic Act, as amended; (h) meet the minimum standards prescribed by the US Food & Drug Administration (FDA), including a maximum aflatoxin level of 20 parts per billion; (i) are merchantable for food and feed, (j) are fit, safe, and appropriate for the purposes for which they are normally used; (k) are free of crotalaria; (l) were grown inside the boundaries of the continental United States; (m) are in compliance with all applicable federal, state, and local laws, regulations, and requirements, and NGFA Trade Rules; and (n) are not damaging to livestock. (if livestock are harmed, Buyer may seek compensation from Seller for any and all damages). Seller shall not deliver, and Buyer has the right to reject delivery of Goods containing transgenic genes/traits that are not approved for sale in China, Vietnam, Japan, Mexico, and other U.S. export markets. Any Goods tagged, seized, condemned, declared unfit or are otherwise actionable by any governmental agency, shall not be applicable on the Contract and ownership shall remain with Seller. All costs incurred by Buyer with respect to any such Product shall be for the account of Seller. Inspection, testing, acceptance or use of the Goods delivered hereunder shall not affect the Seller's obligations under these warranties; such warranties shall survive inspection, testing, acceptance and use. Seller's warranties shall run to Buyer, it successors, assigns and customers.
8. **Sanitary Feed Transportation**. If Seller is to provide equipment for loading, Seller must provide acceptable equipment. Seller shall ensure that the last load carried prior to any load of grain, 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 a Seller-hired carrier's (Carrier) last load is a Prohibited Item as noted, then Seller shall obtain from Carrier a wash certificate reflecting that the equipment has been cleaned to remove the presence of Prohibited Items. In general equipment must be clean and in good repair. Seller shall ensure all Carrier's drivers are trained on sanitary feed transportation using the FDA suggested training program (or an equivalent) and retain documentation proving this training occurred.
9. **Supply Chain Verification**. Seller certifies that, to the extent applicable, its facilities and operations: (a) follow the FDA Current Good Manufacturing Practices; (b) have a quality system in place to ensure that any hazards that could contaminate the Goods have been addressed; and (c) have written procedures for the following: Seller approval and evaluation, receiving inspection, testing of raw, in-process

and finished Product, pest control, traceability and recall, non-conforming Product, control of records and record retention program. Seller certifies that all Product and/or bulk materials provided to Buyer do not contain any Restricted Use Protein (RUPP) as defined under 21 CFR Part 589.2000. Seller certifies that it has safety measures and procedures in place to ensure that contamination of Product(s) from RUPP cannot take place during processing, storage and shipment. Seller acknowledges that all bulk materials provided to Buyer will be provided free of contamination with materials not approved for consumption by livestock. Seller assures Buyer that the ingredients Seller provides do not contain unsafe levels of any known physical, chemical or biological hazards such as dioxins, salmonella, pesticides, heavy metals, and restricted use ruminant proteins. Transportation equipment that hauls manure, fertilizer, glass, scrap metal, or flammable liquids will not be used to haul bulk materials for delivery to Buyer (without legally required cleaning) and Seller has manufacturing, warehousing and transportation procedures and/or monitoring procedures in place to support this declaration. Seller shall immediately notify Buyer if the statements in this section ever become inaccurate. If Seller ships or delivers bulk materials to Buyer using a Carrier, Seller understands that Seller is responsible for assuring the above requirements are implemented by the transportation company conveying the bulk material. Buyer may request that an audit be conducted of Seller's facilities and those of Seller's suppliers' facilities and regarding any items noted above and all other legal and contractual obligations required in this Contract, including sanitary food transportation rules, by requesting an audit and/or copies of documentation upon not less than 30 calendar days' written notice to Seller. Seller shall grant such audit and exercise reasonable efforts to procure that its suppliers grant such audit rights. Seller shall provide information requested by Buyer, including a certification, and traceability of transportation.

10. **Liens.** Seller represents and warrants that Seller is capable of and intends to produce the quantity contracted for, is the sole owner of the Goods, and that the same is free from all liens and encumbrances except: Seller represents and warrants that the following is a complete list of all persons, banks and other lenders that hold a security interest in Seller's Product _____ (If none, leave blank or write none). Seller shall notify Buyer, prior to delivery, of any other security interest granted in Seller's Goods. If Seller has granted or grants a security interest in Seller's Goods prior to or during the term of this Contract, which security interest is disclosed by Seller or is discovered by Buyer, Buyer shall have the right to pay all or a part of the obligation underlying the security interest. Such payment shall be for the account of Seller and shall be charged against the amount owing Seller.
11. **Force Majeure**. Buyer shall have the right to postpone acceptance of the Goods, for a period not exceeding 30 days, due to causes beyond Buyer's control and not occasioned by Buyer's fault or negligence. Buyer shall not be liable for delay in performance or failure to perform when such delay or failure is due to 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, impossibility, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, breakdowns and unusually severe environmental conditions. If Seller fails to make delivery hereunder, the Buyer shall be entitled to recover the difference between the market price, which is determined by the Buyer, and the contract price on the date delivery is first due, or at the time notified by the Seller that full delivery will not be made. Any freight increase, becoming effective between the date of this Contract and the date of delivery, will be deducted from the stated price.
12. **Default/Remedies**. In addition to any remedies set forth herein, Buyer shall have the right to exercise any and all legal or equitable remedies available to it. Buyer has all remedies applicable under the Uniform Commercial Code (UCC) and NGFA. Seller shall be in default if any of the following occur: the Seller fails to fulfill all representations and warranties contained herein; if the Seller fails or refuses to comply with any provisions hereof; if Seller becomes unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent or make a general assignment for the benefit of creditors; or if a trustee, receiver or liquidator be appointed for any material portion of the assets of Seller. Upon the occurrence of any event of default, Buyer may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding payment for the Goods sold to Buyer and recovering from Seller any and all costs, expenses and damages that Buyer may sustain. If Seller fails to complete delivery by the Delivery Period, Buyer has the option to: (a) extend the Delivery Period, (b) terminate this Contract, or (c) buy-in Goods to fill or complete the Contract. Buyer may in good faith and without unreasonable delay, purchase in substitute Goods for that due from Seller, and Buyer may recover from Seller as damages the difference between the cost of substitute Product and the payment Seller would have received from Buyer for the Goods Seller was to deliver, plus any incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer.
13. **Splitting Loads.** If instruction has been given to Buyer from Seller or Seller's agent to split, transfer or otherwise allocate delivery of Goods, Buyer disclaims any and all responsibility to verify such allocation and in no case shall Buyer be liable to anyone for allocating such load.
14. **Indemnification**. Seller shall indemnify and hold harmless Buyer 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) Seller's breach of this Contract, including breach of any Seller representation or warranty, or (b) Seller's or its representatives' presence on Buyer's property, including any alleged negligent and/or fraudulent acts or omissions of Seller and/or Seller's employees, agents and contractors resulting in property damage or personal injury, including death.
15. **Termination**. Buyer may terminate this Contract or any part hereof in the event of any default by Seller, or if the Seller fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of Goods that are nonconforming, and/or failure to provide Buyer, upon request, reasonable assurance of future performance, are, without limitation causes allowing Buyer to terminate this Contract in whole or in part. In the event of termination, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all costs, expenses and damages of any nature whatsoever sustained by reason of Seller's default, including but not limited to any market difference.
16. Seller represents that it is not insolvent, as that term is defined in the UCC. If Seller's financial condition is deemed unsatisfactory to Buyer during the term of this Contract, Buyer may terminate this Contract and all other contracts with Seller whether or not Seller is in default. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to perform under this Contract as

a breach of this Contract and/or any other open contracts with Seller, and pursue all remedies. To the extent that Buyer or its affiliates have or hold any claim or right of recovery against Seller arising under this Contract, Buyer and its affiliates shall be entitled to recoup, offset and/or net out of the amount of said claim against any and all amounts that may be or become owing by Buyer or its affiliates to Seller.

17. If more than one contract is open, shipments are to be applied on contracts in order of each contract's delivery date beginning with the older contract. It is understood that this Contract is not completed until all shipments are received, graded, weighted and unloaded at destination.
18. The Parties recognize that the market price when delivery is required under this Contract may differ substantially from the Contract price and each Party agrees not to assert such a difference as an excuse for non-performance hereunder or as a defined for damages for failure to perform in whole or in part.
19. **Forward Contract**. To the extent that Seller is a Commercial Dealer, Seller agrees that this Contract is a "Forward Contract" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)) and the following language of this section shall apply to the Contract. If one Party (Defaulting Party) files a petition in bankruptcy, reorganization, or receivership; 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 (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 commodity 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
20. **Liability**. Seller shall be liable to Buyer for any loss or damage to property, where and to the extent such loss or damage is the result of Seller's (or its employee's, agent's or contractor's) negligence or willful misconduct. Seller agrees that in case of any such loss or damage, the value of such property and the liability of Seller shall be the fair market value of such property or the reasonable cost of repair, whichever is less.
21. **Confidentiality; Non-disclosure**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Buyer that is provided, whether in oral or written form, to Seller 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 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 Buyer) by an employee or agent of Seller; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (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 Buyer immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
22. **Buyer Policies; Privacy**. Buyer sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Buyer does business. In choosing to do business with Buyer, Seller 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. Buyer also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Buyer does business. In choosing to do business with Buyer and performing under the Contract, Seller acknowledges and agrees to Buyer'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.
23. **Consent to Call Recording**. The Parties consent to the recording of all telephone conversations and electronic communications between their representatives.
24. **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 Buyer 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.
25. **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 Buyer's prior written consent. Buyer 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 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. 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. 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.

26. **Reporting and Violations**. Any violation of the terms of this contract by Buyer 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.