GPG GRAIN – BARGE SALE TERMS AND CONDITIONS

1. "Seller" means Green Plains Grain LLC or the Green Plains entity identified in the applicable documents accompanying these Grain-Barge 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 shall comprise the Parties' entire agreement (Contract). These T&Cs are binding on Buyer even if Buyer does not sign this Contract in accordance with the National Grain and Feed Association (NGFA) Trade Rules (Trade Rules). Buyer shall immediately advise Seller in writing of any discrepancies in, objections to or disagreements with the specifications or these T&Cs, and failure to do so shall be construed as acceptance thereof. No modification of this Contract shall be binding on Seller unless in writing signed by Seller.
3. **Special Barge Conditions:**
    a. Seller 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 commodities 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 and all other rights of ownership of the Goods are transferred from Seller to Buyer upon delivery to the noted delivery location on the face of the Contract. For CIF trades, insurance and freight costs up to the delivery point are assumed by Seller. Seller is to insure the Goods up to the title transfer point.
    d. Grades and weights determined at origin shall apply.
4. The Parties acknowledge the NGFA Trade Rules, including the arbitration standards, shall apply to the 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 in any situation NGFA rules do not govern, and Buyer agrees to venue in the courts of Douglas County, Nebraska.
5. **Buyer Representations and Warranties**. Buyer acknowledges and agrees that it shall not use or resell the Goods for human consumption. Buyer represents that it is not insolvent as defined in the UCC. Buyer warrants it has read this Contract in its entirety and understands its terms and legal effect. Buyer shall be deemed to have accepted the Goods unless the Buyer rejects the product within 24 hours. 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.
6. **Seller Warranties**. Seller warrants that the Goods delivered under this Contract: (a) meet Buyer's specifications in accordance with the Seller's Contract description and (b) are of the grade indicated. Seller's scale of discounts to apply at time of delivery. **Settlement weights and grades are governed on the face of this Contract. 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, WHETHER IN CONTRACT, TORT OR OTHERWISE, 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 Goods. Seller's liability shall in no event exceed the purchase price of the Goods.
7. **Title; Risk of Loss.** Title, risk of loss, and all other rights of ownership of the Goods are transferred from Seller to Buyer upon delivery to the noted Delivery Point.
8. **Default**. Buyer shall be in default if: Buyer fails or refuses to comply with any provisions hereof; if 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. 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. Upon the occurrence of any event of default, Seller may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding further delivery of the Goods sold to Buyer and recovery from Buyer any and all costs, expenses and damages that Seller may sustain. 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.
9. **Remedies**. Seller has all remedies applicable under the Uniform Commercial Code (UCC). 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. In addition, 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. If Buyer fails to make payment and take delivery by the end of the Delivery Period, Seller, at its option, may: extend the delivery period; terminate this Contract and/or resell the Goods 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. Notwithstanding the foregoing, Seller may pursue any remedy allowed by law or the Trade Rules, at Seller's option.
10. **Termination.** Seller may terminate this Contract or any part hereof in the event of any default by Buyer, or if the Buyer fails to comply with any of the terms and conditions of this Contract. In the event of termination, Seller shall not be liable to Buyer for any amount, and Buyer shall be liable to Seller for any and all costs, expenses and damages of any nature whatsoever sustained by reason of the Buyer's default, including any market difference and any cancellation fee imposed by Seller due to a default or underfill of the Contract.

11. **Forward Contract.** To the extent that Buyer is a Commercial Dealer, Buyer agrees that 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 (the 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 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.
12. **Force Majeure**. Seller shall not be liable for delay in performance of failure to perform when such delay or failure is due to impossibility or force majeure unforeseen causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, governmental action, regulatory action, 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.
13. **Consent to Call Recording**. 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.
14. **Liability**. Buyer shall be liable to Seller for any damage to property, where and to the extent such loss, damage is the result of Buyer's (or its agent's) negligence or willful misconduct. Buyer agrees that in case of any such loss or damage, the value of such property and 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. **Sanitary Feed Transportation**. If Buyer is to provide equipment for loading, Buyer must provide acceptable equipment. 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 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, unborn calf carcasses. If the last load of 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 equipment must be clean and in good repair. Buyer shall ensure all Carrier drivers and employees handling the Goods are trained on sanitary feed transportation using the FDA suggested training program (or an equivalent) and retain documentation proving this training occurred.
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**. This Contract shall be binding upon the heirs, administrators, assigns, and executors of the respective Parties and this Contract cannot be assigned by Buyer without Seller's prior written consent. Seller may assign the Contract without the consent of Buyer. 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 Goods 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.
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.