LIME SALE TERMS AND CONDITIONS

1. "**Seller**" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Lime Sale Terms and Conditions ("**T&Cs**"). "**Buyer**" means the individual, corporation or other entity that has agreed to buy the commodity ("**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 Product 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 or 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 Product 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. If no objection is made to this Contract within 2 business days, it will be considered final and accepted by Buyer.

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. Buyer acknowledges and agrees: (a) the Product may contain foreign materials, including metal; (b) the Product is not fit for human or animal consumption, and (c) Buyer shall not use or resell the Product for human or animal 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 or allow the Product to be exported. Buyer assumes all risk and liability for the results of Buyer's use of the Product. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects within 48 hours of receipt. Origin weights govern.

6. **Title; Release**. Title and risk of loss shall pass from Seller to Buyer at Seller's facility once Buyer begins loading the Product into Buyer's truck. Buyer shall be responsible for all loading and transportation of the Product. Upon title transfer, (a) Seller shall have no further obligations or liabilities with respect to the Product, and (b) Buyer shall be solely responsible for the Product and for all losses, damages, claims, demands, suits, grievances, liabilities or causes of action of any kind whatsoever, including any personal injury, property damage or environmental claims and liabilities, and obligations related thereto. Upon taking title to the Product, Buyer releases and forever discharges and holds harmless Seller from any and all liabilities

7. **Disclaimer of Warranties; Limitation of Liability**. **THE PRODUCT IS SOLD "AS-IS, WHERE-IS" WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, USE, PRIOR USE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.** Seller's liability shall not exceed the purchase price of the Product.

8. **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.

9. **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.

10. **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.

11. 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.

12. **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 Product, Seller disclaims any and all responsibility to verify such allocation and in no case shall Seller be liable to anyone for allocating such load.

13. **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. Upon Seller's request, Buyer shall provide certificates of insurance coverage evidencing the insurance required herein is in force. Any coverage provided by Buyer is considered to be primary and noncontributory to any insurance maintained by or on behalf of Seller.

14. **Indemnification**. Buyer shall indemnify, defend and hold Seller and its owners, affiliates, officers, directors, and employees harmless 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; and (c) the Product, including without limitation, the removal, cleaning, conditioning and use of the Product for any purpose.

15. **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.

16. **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 Seller's business, assets or stock (including in connection with any bankruptcy or similar proceedings), Seller would have a legitimate interest in disclosing or transferring Buyer's information to a third party, such as an acquiring entity and its advisors.

17. **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.

18. **Miscellaneous**. Buyer shall not assign or delegate this Contract, nor 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, each of the Parties represents to the other that (a) 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, and (b) it intends to make or take physical delivery of the Product. 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.

19. **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.