NON-FUEL GRADE ETHANOL SALE TERMS AND CONDITIONS

1. "Seller means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Non-Fuel Grade Ethanol Sale Terms and Conditions (T&Cs). "Buyer" is the individual, corporation or other entity that has agreed to purchase the Non-Fuel Grade Ethanol (Commodity or Product) pursuant to these T&Cs. Buyer and Seller may be referred to as a Party and collectively referred to as the Parties.
2. Buyer shall make full payment as stated in the Contract. Seller shall have the right to at any time change or withdraw credit terms, effective upon notice to Buyer. Contract price does not include federal, state or local commodity, transaction, sales, use, excise, motor fuels excise, value-added, petroleum, business transfer or similar taxes. Any such tax shall be paid by Buyer.
3. Buyer shall be deemed to have accepted the Commodity unless Buyer rejects the Commodity within forty-eight (48) hours of off-loading. Rejection must be premised solely upon claimed defect or nonconformity to specifications. Buyer must provide Seller with notice of rejection which specifies claimed defect or nonconformity along with ASTM test results. Seller shall have the right to independently test any rejected Product before off-load. Buyer's right to reject Product is immediately terminated if Buyer stores, mixes or commingles Product with other products.
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. This Contract shall be binding upon the heirs, administrators, and assigns of the Parties. This Contract cannot be assigned by Buyer without the prior written consent of Seller. However, Seller may assign the Contract without the consent of Buyer.
6. Seller warrants that: the Commodity delivered under the Contract will be free and clear, from and after time of delivery, of any security interest, or encumbrance (Seller agrees that should any encumbrance be claimed against any Commodity sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will further, hold Buyer harmless therefrom); Seller has good and merchantable title thereto; the Commodity delivered under the Contract meets Seller's specifications in accordance with the Seller's Contract description; Product delivered under the Contract is of the grade indicated. Seller's weights and measures are to govern in any dispute or settlement thereof. Product quantity shall be measured when and where the Product is loaded for delivery as follows: (i) for railcar, by means of the railcar's gauging device and applicable outage tables; (ii) for tank truck, by means of a weigh scale or metering device; and (iii) for tank storage, pipeline or barge, by means of meter, third party certification, or other mutually accepted method. All measurements shall be corrected for temperature of 60°F. **THE WARRANTIES IN THIS SECTION ARE 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, IN CONTRACT, TORT OR OTHERWISE, WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.**
7. Default. Buyer shall be in default hereunder if any of the following occur: failure or refusal of Buyer to comply with any provisions hereof; failure or refusal of any third party to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; if Buyer or any third party that issues any letter of credit or other arrangement hereunder shall become impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of Seller, or become 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 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, including but not limited to withholding delivery of the Commodity sold to Buyer hereunder or liquidating the Contract. If in Seller's opinion, Buyer's credit during the life of this Contract becomes impaired, then Seller may at its sole discretion; (i) demand the Buyer commence making cash payments in advance of deliveries or that Buyer provide Seller with a letter of credit in the form, amount, and from a bank acceptable to Seller, and suspend performance until Buyer has complied with such demands; or (ii) terminate this Contract and all other contracts covering purchase by Buyer of Seller's products whether or not Buyer may otherwise be in default thereunder, without prejudice to any other rights remedies Seller may have hereunder or by law, by giving written notice to Buyer.
8. Remedies. Seller has all remedies applicable under the Uniform Commercial Code (UCC). In addition, if 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. 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. In the event of default, Seller may cancel this Contract and all other contracts covering purchase by Buyer of Seller's products whether or not Buyer may otherwise be in default thereunder. If Buyer defaults as to any delivery under this Contract, Seller may then cancel the entire Contract and all Contracts between the Parties. No right shall accrue to Buyer against Seller on account of any such cancellation nor shall Seller's failure to cancel other contracts with Buyer or to accelerate subsequently maturing contracts be construed as a waiver of any subsequent default of Buyer. Seller may pursue any remedy allowed by law at Seller's option. In the event of breach of this Contract, then all amounts owed to Buyer may be applied and otherwise set

off by Seller against the payment of the amounts owed by Buyer, in addition to any and all other right and remedies available hereunder.

9. Title and Risk Loss. Title and risk of loss shall pass from Seller to Buyer at the contracted Delivery Point as follows: (i) Product loaded into a railcar, at the outlet flange 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; (ii) Product loaded into tank truck, at the outlet flange of the tank truck; (iii) Product loaded into tank storage or pipeline, at the outlet flange or the facility; (iv) on barge sales made on a delivered basis, title and risk of loss shall pass to Buyer at Buyer's receiving tank inlet flange, and no allowance for shortage or damage will be made by Seller unless Buyer furnishes evidence from a third party inspector that the same occurred in transit; (v) on all sales made F.O.B. title and risk of loss shall pass to Buyer at the Seller's outlet flange, and in the in the event of loss or damage in transit after such transfer, Buyer shall file its own claim with carrier; and (vi) on barges or railcars delivered on CPT basis, title and risk of loss shall transfer to Buyer at the Seller's outlet flange. Buyer will not divert Seller or its agent's 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. For Rule 11 Trade Terms, title transfer upon interchange from one rail carrier to another rail carrier shall occur when the receiving rail carrier's tracing system officially shows the railcar as "junction received".
10. Buyer must have an off-load date when making a trade, if ship date is within 30 days. If Buyer does not have an off-load date, and/or the railroad will not accept the train, the Contract will be amended or cancelled at the option of Seller. Buyer will not divert Seller 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 diversion charges, additional 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 provided in the Contract, Seller will allow Buyer a period of 3 business days for off-loading of a unit train of railcars from time of constructive placement until empty release (5 days for a manifest (single) car). Cars held beyond 3 days for a unit (or 5 days for single manifest) the Buyer will be charged $100.00 per day until empty release. Demurrage charges will be invoiced to the Buyer at end of each month and payable upon receipt. Upon expiration of such 3 business day period (or 5 for single cars), Buyer will pay demurrage until such time as the railcar has been returned empty to the delivering railroad or otherwise placed in accordance with written instruction from Seller. A unit train must be released empty within 72 hours of constructive placement and returned as a unit, not single manifest, unless otherwise directed by seller. If the sale is on a delivered or CPT basis, Buyer shall be allowed "free time" to unload the fuel as follows, unless specifically stated otherwise in a confirmation. For trucks, Buyer shall be allowed 1 hr from arrival of truck at Buyer's terminal or delivery point, demurrage for trucks after the initial hour will be charged. For barges, Buyer shall pay demurrage for every hour after 24 hours from the time of initial constructive placement. If the barge is delivered at a date earlier than Buyer's original nomination, demurrage charges will not be incurred until 12:01 a.m. of the day following the nomination day. Demurrage fees /charges shall continue to accrue until the product is unloaded and the final release of the truck/railcar/barge has been granted. All applicable demurrage fees/charges payable as a result of Buyer's failure to unload within the allotted period shall be for Buyer's account and paid at the rate charged by carrier.
11. Force Majeure. Seller shall not be liable for delay in performance, or failure to perform when such delay or failure is due to unforeseen cause beyond its reasonable control and without its fault or impossibility, 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, rail refusal to accept units, utility service interruptions, plant breakdowns and unusually severe environmental conditions.
12. Consent to Call Recording; Electronic Records. The Parties consent to the recording of all telephone and electronic conversations between its representatives and representatives of the other Party. The Parties consent that the original Contract and/or transaction confirmation relating to any transaction between the Parties may be converted to and 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 business record exception to the hearsay rule.
13. No modification of this Contract shall be binding unless such modification shall be in writing, with signed consent from both Parties. The requirement that any modification of this Contract be by signed writing 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.
14. Upon ten (10) days prior written notice provided by Buyer or Seller to the other Party, any claim arising out of or related to this Contract or the default thereof, which has not been mutually resolved shall be settled by arbitration, which shall be conducted at Omaha, Nebraska in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified or supplemented herein. Notwithstanding the rules, the Parties agree that any arbitration shall be presided over by one arbitrator who has been admitted to the practice of law and be in good standing in any of the fifty United States. The decision of the arbitrator shall be final and judgment may be entered upon it in accordance

with the applicable law in any court having jurisdiction. Any claim for relief made pursuant to this Contract shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constitution such claim. This section shall not be deemed a limitation on Seller's rights or remedies to file suit for the collection of amounts due to Seller hereunder.

15. 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. Buyer warrants it has read this Contract in its entirety and understands its terms and legal effect. This Contract, including these T&Cs, 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. The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of Nebraska.
16. Notice to either party shall be to the address set forth on the Contract, via USPS certified mail to the attention of the General Counsel or individual with equivalent title.
17. It is agreed that this Agreement is a "Forward Contract" and the Parties are "forward contract merchants" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25).
18. The parties enter this Contract in reliance upon the laws, ordinances, rules, codes, regulations, lawful orders and arrangements of and with any government authority applicable to the Product or the performance of this Contract that are in effect on the date of this Contract (collectively, "Regulations"). In the event that any of such Regulations are changed or new Regulations are issued or put in place (collectively, "New Regulations"), whether by law, decree, interpretation or regulation, or by response to the insistence or request of any governmental authority or person purporting to act therefore, and the effect of such changed Regulation or New Regulation a) is not covered by any other provisions of this Contract, or b) in the Seller's judgment has or will have a material adverse effect upon Seller, or upon the suppliers of Seller, Seller shall have the option to request renegotiation of the pertinent terms provided for in this Contract, to be completed within sixty (60) days of written request therefore, failing which the Seller shall have the right to terminate this Contract effective thirty (30) days after the end of such sixty (60) day period.
19. Nomination Procedure. Seller shall undertake best efforts to meet requested shipment dates (bill of lading date), but Seller shall not be bound to such shipment date until Seller has accepted such shipment date. Buyer shall communicate tolerance for forward month volume by the 20th of the current month. Nominated tolerance may deviate only by +/- 10% of the base contracted volume.
    a. **Monthly (ratable) contracts**. Nominations are expected to be received prior to the 1st business day of the month. If nominations are received prior to last business day of the month prior to shipment, Seller will be responsible for ratable billing. Nominations received after the first business day of shipment month will be considered late. Seller shall have no liability, whether direct or indirect, for any damages, costs, lost profits, or otherwise, resulting or arising from non-ratable or late shipments when receiving late nominations. Nominations changed within the shipment month will be executed on a best efforts basis.
        i. Single manifest requested delivery dates shall be provided at least fifteen days prior to the start of the shipment month;
        ii. Unit train requested delivery dates shall be provided at least thirty days prior to the start of the shipment month; and
        iii. Barges delivery dates shall be provided thirty days prior to the start of the shipment month.
    b. **Spot contracts**. Spot contracts will define expected Bill of Lading dates. Nominations are expected from Buyer the second to the last business day prior to week of shipment. If nominations are received by the second to last business day prior to week of shipment, Seller will be held responsible for ratable shipments in accordance with the nominations. Nominations received any later than the second to last business day prior to the week of shipment will be considered late, and Seller shall have no liability, whether direct or indirect, for any damages, costs, lost profits or otherwise, resulting or arising from non-ratable or late shipments.
        i. For single manifest spot sale, the nomination day is due within 24 hours of sale for spot rail contract, and no later than 12 pm CST on Friday for sales on Friday.
        ii. Spot Unit Trains must be nominated at the time of sale, which must be at least 72 hours prior to shipment days.
        iii. Spot truck and manifest rail nominations are due the Thursday of the previous week for next week sales.
20. Insurance. To extent Buyer brings trucks on Seller's property, Buyer (or its trucking agent) shall obtain and maintain at all times the following insurance coverage: i. Commercial general liability (including automobile), insurance, with minimum limits of $500,000 per occurrence and $1,000,000 aggregate. ii. Workers' Compensation and Employer's Liability Insurance meeting applicable statutory limits. To the extent allowed by law the policies shall include a waiver of subrogation rights against Seller. If requested, Buyer shall provide certificates of insurance coverage evidencing the insurance required herein remains in force. Any coverage provided by Buyer is considered to be primary insurance and non-contributory to any coverage carried by or on behalf of Seller.
21. **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.

22. Liability. Buyer shall be liable to Seller for any damages including 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.
23. 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 the Buyer in connection with the purchase and sale of Product 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.
24. 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.
25. 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.