VEG OIL – BASIS NOPA SALE TERMS AND CONDITIONS

1. "Seller" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Vegetable Oil Basis NOPA 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 purchases of the Goods 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). 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 and no other agreement in any way modifying any of the said terms and conditions will be binding upon Seller unless made in a writing specifically referring to this Contract and signed by Seller's authorized representative.
3. If no objection is made to this Contract within 2) business days, the Contract will be considered final and accepted by Buyer. The Parties agree that the trade rules, arbitration rules and standards set forth by the National Oilseed Processors Association (NOPA) shall apply to the extent they are not inconsistent with this Contract, whether or not the Parties are members of NOPA. Any controversies hereunder shall be settled by arbitration. The arbitration rules of NOPA shall be applied in said arbitration, arbitration shall be conducted in Douglas County, Nebraska and the arbitration decision/award shall be final and binding upon the Parties. If NOPA rules are determined to be unenforceable by a court of competent jurisdiction, this Contract shall be governed by the laws of the State of Nebraska and the Parties agree to exclusive jurisdiction in the courts of Douglas County, Nebraska.
4. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects within 24 hours of receipt of the certificate of analysis (COA). If Buyer discharges the Product prior to receipt of the COA, Buyer will be deemed to have accepted the Product and shall be responsible for any damages as a result of the Product not meeting the specifications. Buyer acknowledges and agrees that it shall not use or resell the Product for human consumption. Seller's origin weights and measures are to govern in any dispute or settlement thereof.
5. **Seller Warranties**. Seller warrants that Product delivered under this Contract: (a) meets Seller's specifications in accordance with Seller's Contract description; (b) are of the grade indicated by Seller in the Contract; (c) will be free and clear, from and after time of delivery, of any security interest, lien, claim or encumbrance; and (d) that Seller has good and merchantable title thereto. Seller agrees that should any lien, security interest or encumbrance be claimed against any Product sold hereunder, Seller will immediately cause the same to be discharged and terminated. **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, 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 Products. Seller's liability shall in no event exceed the purchase price of the Product. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects within 24 hours of receipt.
6. **Remedies**. In addition to Seller's remedies under the Uniform Commercial Code (UCC), in the event Buyer defaults on this Contract in any manner, Buyer shall be liable to Seller for all losses and damages including consequential damages, incidental damages and any lost profits incurred as a result thereof and Buyer shall pay any related reasonable attorneys' fees. Seller, at its option, may: (a) resell the Product in the open market and Buyer shall pay any loss or incidental expenses resulting therefrom; (b) require Buyer to pay the difference between the Contract price and the price on the date of cancellation; or (c) Seller may, without further obligation, cancel this Contract in its entirety. Seller may purse any remedy allowed by law, in equity and/or the NOPA rules, at Seller's option.
7. **Default**. Buyer shall be in default upon: (a) failure or refusal of Buyer to comply with any provisions hereof; (b) 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; (c) Buyer or any third party that issues any letter of credit or other arrangement hereunder becomes impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of Seller, or 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 (d) 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 Product sold to Buyer hereunder.
8. In the event either Party breaches this Contract in any manner, all amounts owed by the breaching Party may be applied and otherwise setoff against the payment of the amounts owed to breaching Party, in addition to any and all other rights and remedies available hereunder.
9. If there is an event of default or a material change in Buyer's financial condition, Seller may demand adequate assurances of Buyer's ability to perform.
10. 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 oldest contract. This Contract is not deemed completed until all shipments are received, graded and weighed in accordance with the delivery terms on the face hereof.
11. 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 defense against damages for failure to perform in whole or in part.
12. **Forward Contract**. It is agreed that this Contract is a "Forward Contract", and the Parties are "forward contract merchants", as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)). If one Party (the Defaulting Party): (a) files a petition in bankruptcy, reorganization, or receivership;

(b) becomes insolvent or incapable of paying its debts as they become due; or (c) makes a general assignment for the benefit of creditors; then 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 Product 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.

13. Railcars must be loaded to capacity in accordance with applicable railroad rules. Buyer shall pay any and all weighing, inspection, trackage, and interest charges. Buyer will not divert Seller's or its agents' railcars or consign them to any other routing or to any other destination than that set out in the Contract or the 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 days free demurrage for off-loading railcars from time of constructive placement until empty release. For railcars held beyond 3 days, Buyer will be charged $90.00 per railcar per day until empty release. Demurrage charges will be invoiced to the Buyer at end of each month and are payable upon receipt.
14. **Force Majeure**. The NOPA trade rules with respect to events of force majeure are modified for purposes of this Contract as follows: i) A force majeure event shall include, but is not limited to, cyber or ransomware attacks so long as reasonable steps have been taken to avoid such attack and ii) if the Party claiming force majeure does not provide written notice of the force majeure event within 24 hours of said event but later claims force majeure, then the Party so claiming shall be responsible for all damages the other Party sustains as a result of the delay in providing written notice of the force majeure event, including, but not limited to, all costs to divert railcars, trucks or other transportation.
15. **Consent to Call Recording; Electronic Records**. The Parties consent to: (a) the recording of all telephone conversations between representatives of the Parties; (b) the original Contract and/or transaction confirmation relating to any transaction between the Parties may be 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 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 any such recording or electronic copy is a business record within the business record exception to the hearsay rule under the applicable rules of evidence.
16. **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.
17. 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.
18. **Insurance**. To the extent Buyer, its employee(s), agent(s) or contractor(s) has trucks on Seller's property, Buyer or its agent shall maintain at all times the following insurance coverage: (a) Commercial general liability insurance, with no less than of $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) Auto liability insurance with not less than $1,000,000 combined single limit; (c) Cargo insurance with a limit of not less than $15,000, and (d) if applicable, Workers' Compensation insurance in an amount satisfying the applicable statutory minimum coverage levels 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. (e) To the extent allowed by law, the policies shall include a waiver of subrogation rights against Seller and Buyer shall identify Seller as an Additional Insured on all coverages except Workers' Compensation. Buyer shall provide certificates evidencing the required insurance is in force and shall email certificates of insurance to Green Plains at: insurance.certificates@gpreinc.com. Any coverage provided by Buyer is considered to be primary and non-contributory to any insurance maintained by or on behalf of Seller. Buyer shall provide Seller with 30 days prior written notice of policy cancellation. Buyer agrees to indemnify and hold Seller harmless for any loss or expense incurred as a result of Buyer's failure to ensure its agent(s) or contractor(s) obtains and maintains the insurance coverages required herein.
19. **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.
20. **Sanitary Feed Transportation**. If Buyer is to provide equipment for loading, Buyer must provide acceptable equipment. Buyer shall not provide equipment which 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 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 the last load of a Buyer-hired carrier (Carrier) is a

Prohibited Item as noted, Buyer shall obtain from its Carrier a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. In general, vehicles must be clean and in good repair. Buyer shall (a) ensure that it only retains carriers whose drivers and employees are trained on sanitary feed transportation using the FDA suggested training program or an equivalent, and (b) retain documentation proving this training occurred.

21. **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.
22. **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.
23. **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.
24. **Miscellaneous**. 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. The waiver of any of the terms of this Contract will not be a waiver of any subsequent failure to comply fully with or perform under this Contract. 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 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 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.
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.