

Terms and Conditions of Purchase Order

1. Provisions in Seller's confirmation or other writing of whatever kind inconsistent with or in addition to the terms of this Purchase Order shall not be binding upon Buyer unless expressly approved in a writing by Buyer making specific reference to the inconsistent or additional term or condition. If this Purchase Order acts as an acceptance of an offer by Seller, then Buyer's acceptance is made conditional on Seller's assent to any additional or different terms set forth herein. This Purchase Order is a final expression of the entire agreement of Buyer and Seller and is intended also as the complete and exclusive statement of all terms of that agreement. No evidence of any prior or contemporaneous agreement or negotiation, whether oral or written, or any evidence of course of dealing, usage of trade or course of performance may be used to contradict, explain or supplement this Purchase Order, nor may the same be used to establish that because of mistake the writing does not reflect the actual agreement of the parties.

2. Prices stated on the face of this Purchase Order include all local, state, and federal taxes and public charges, duties, excise, fee, tariff or similar charges, or any increase therein assessed or imposed upon this Contract or the Products, if any, applicable to this order unless otherwise expressly stated herein. No charges will be allowed for containers, crating, boxing or bundling unless stated herein. If this Purchase Order carries no provision as to price, the price to be paid is to be the last quoted price or the market price at the time of delivery, whichever is lower.

3. Discounts shall be calculated from the date an acceptable invoice is received by Buyer.

4. Shipment must be made within the time specified on this Purchase Order failing which Buyer reserves the right, in addition to its other rights and remedies, at its option to cancel or, provided a situation specified in Paragraph 8 does not exist, to demand the goods and charge Seller with any loss caused by said failure unless deferred shipment has been authorized. Time is of the essence. Title and risk of loss shall pass upon delivery of the goods at Buyer's designated facility.

5. Seller hereby warrants that the goods delivered pursuant to this Purchase Order are of the quality specified, meet the specifications, are merchantable, are fit for their intended purpose, and are free of all liens and encumbrances. In addition to its other rights and remedies, Buyer reserves the right to cancel this Purchase Order in its entirety or in part if the goods are defective or not in conformity with specifications or drawings, if any. The goods are subject to Buyer's inspection and approval at destinations. Payment for goods specified herein shall not constitute an acceptance thereof, but such goods shall be received subject to Buyer's acceptance or rejection. If non-conforming, the goods may be rejected by returning them without notice for credit or replacement at Seller's risk, and all handling and transportation expenses both ways will be assumed by Seller. All warranties survive delivery to and acceptance by the Buyer.

6. Buyer reserves the right at its convenience to return any amount of goods shipped in excess of the amount specified, and all handling and transportation expenses both ways on such excess amount will be assumed by Seller.

7. In the event any proceedings in bankruptcy are instituted by or against Seller, the Buyer may at its option cancel this contract.

8. Neither Buyer nor Seller shall be liable for delays or defaults in the performance of this contract due to causes beyond its respective control, including, but not limited to, Act of God, accidents, riots, war, Government interference, embargoes and strikes. Either Buyer or Seller shall notify the other in writing of the cause of any excusable delay promptly after the date it appears that such cause will make delay necessary. During the period of such delay by Seller the Buyer may purchase its requirements elsewhere and at Buyer's sole option apply such purchases to reduce the quantities due under this Purchase Order.

9. Seller warrants that the sale, re-sale and use of the goods described in this Purchase Order will not infringe (directly or contributory) any patent, trademark, copyright or other intellectual property and Seller agrees to indemnify, defend and hold Buyer, as well as Buyer's subsidiaries, divisions, successors and assigns, and affiliated companies, harmless to the extent of all damages assessed and all other expenses including reasonable attorney's fees, incurred as a result of or arising out of any infringement (direct or contributory).

10. In accepting this order Seller shall be deemed to represent and shall warrant that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

11. Seller hereby guarantees that no food, drug, cosmetic or food additive comprising or being a part of any shipment or other delivery now or hereafter made to Buyer from Seller will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or any applicable Federal, State or Municipal law in which the definitions of adulterations and misbranding are substantially the same as those contained in said Act, as amended, or will be an article which may not under the provisions of Section 404, 505 or 409 of said Act, as amended, be introduced into interstate commerce.

12. If Seller's work under the order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the process of such work and, except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, Seller shall pay and indemnify the Buyer for all liabilities and losses and associated expenses, including attorney fees, which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain Commercial General Liability insurance which is primary as to Buyer for bodily injury and property damage with a minimum limit of \$1,000,000 per occurrence and Workers Compensation insurance (including Employer's Liability - Coverage B with minimum limits of \$1,000,000 for each occurrence of bodily injury) for all Seller's employees. Any subrogation and liens arising from payment under any of the above referenced coverages shall be waived in favor of Buyer. In addition to any labor, materials, equipment and supervision Buyer may specify, Seller shall pay all Social Security and employment taxes. Before full payment and upon Buyer's request, Seller shall furnish evidence satisfactory to Buyer showing payment for all materials and labor used for the performance of this contract. Seller agrees that the labor furnished under this order or contract will work in harmony and accord with other labor groups engaged on the Buyer's premises.

13. This contractor and subcontractor shall abide by the requirements of Executive Order 11246, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act and the regulations issued regarding those laws by the Secretary of Labor at 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), all of which are incorporated here by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, protected veteran status or disability.

14. Executive Order 13496 and the regulations issued by the Secretary of Labor at 29 CFR Part 471 Appendix A to Subpart A, regarding requirements to post notices of employee rights under the National Labor Relations Act also are incorporated here by reference.

15. The Purchase Order shall be construed under the laws of the state of Illinois without regard to its conflict of laws principles.

16. Click here to review ADM's Suppliers Expectations Document which outlines the principles by which ADM suppliers are expected to abide. This document can also be found at the following address - <http://www.adm.com/en-US/company/procurement/Pages/SupplierExpectations.aspx>

17. Seller agrees to indemnify, defend and hold harmless Buyer, its subsidiaries and affiliates and their respective officers, directors, employees, agents, and representatives from any and all claims, costs (including attorneys' fees), damages, expenses, liabilities, losses, and suits, other than those attributable to Buyer's sole negligence, arising out of or resulting from any breach by Seller of any term or condition of this Contract. Seller shall be liable for all consequential, indirect, incidental, special, and punitive damages that arise out of result from any breach by Seller.

18. Any assignment of this Contract, or any right or obligation hereunder, by Seller shall be null and void unless Buyer provides its prior written consent thereto.

19. Seller shall comply with all applicable laws, statutes, ordinances, regulations, rules, orders, and judgments of any governmental authority having jurisdiction over the party or the subject matter of this Contract pertaining to the obligations set forth in this Contract, including, but not limited to, the Foreign Corrupt Practices Act or any embargo/restricted party restrictions of the United States of America or the United Nations.

20. If any provision of this Contract or any portion thereof is found to be illegal, invalid or unenforceable, the offending provision or portion shall be severed from this Contract and the remainder of this Contract shall remain in full force and effect; provided, however, Buyer shall have the option to cancel any unshipped portion of the Products sold hereunder without liability