

STANDARD TERMS AND CONDITIONS

1. **Application.** These Standard Terms and Conditions (these "**Terms**") apply to the transactions contemplated by the Sales Confirmation to which these Terms are attached or referenced (the "**Sales Confirmation**") and together with these Terms and any attached specification sheets, this "**Contract**"). Any capitalized term not otherwise defined herein shall have the meaning set forth in the Sales Confirmation.

2. **Monthly Orders; Contract Term.** Unless otherwise agreed to by Seller, Buyer shall order for delivery in each month during the Shipment Period no less than 1/15 of, but no more than 1/10 of, the annualized volume amount of each Product. Contracted volumes are subject to quarterly compliance reviews. Buyer shall provide six-month rolling forecasts to Seller. Such rolling forecasts will be provided to Seller on a quarterly basis, no later than the 15th of March, June, September, and December. Should the executed balance fall below 75% compliance of the customer provided forecast, ADM reserves the right to reduce the contract balance by the deficient amount. Should the customer not provide a forecast, ADM will assume evenly distributed execution of the contracted amount for the contracted period. The annualized volume amount of each Product shall be calculated as follows: (a) the volume of the Product under this Contract, divided by (b) the number of full calendar months included in the Shipment Period, multiplied by (c) 12. This Contract is good for the Contract Period or volume amount set forth in the Sales Confirmation, whichever comes first. Seller's option to extend or cancel this Contract if volume is consumed prior to the end of the Contract Period or if volume balance is left after stated Contract Period.

3. **Terms of Contract.** Seller hereby expressly objects to and rejects all terms and conditions in Buyer's purchase order, confirmation or other writing, of whatever kind, inconsistent with or in addition to the terms and conditions of this Contract. Such inconsistent and additional terms and conditions shall not be binding upon Seller unless expressly approved in writing by Seller making specific reference to the inconsistent or additional term or condition. This Contract is a final expression of the entire agreement of Buyer and Seller with respect to the subject matter hereof. 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 Contract.

4. **Modification.** No modification of this Contract shall be binding unless such modification shall be in writing and signed by the parties expressly assenting to the modification.

5. **Payment.** Except to the extent the Sales Confirmation provides otherwise, Buyer shall pay all invoices, without deduction, in the currency set forth on the Sales Confirmation no later than 30 days from the date of Seller's invoice and no cash discount will be allowed. Buyer shall be responsible for any applicable sales or use taxes imposed upon the sale of the Products.

6. **Quantity; Quality.** The parties agree that Seller may vary the quantity of the Products by 5% (plus or minus) from the quantity set forth in this Contract. Seller's origin calibrated meters are to govern settlement, unless such meters are shown to be in error. Quality will be governed by a sample of the Products taken by Seller at Seller's designated shipping point. All products will be subject to a specific minimum order quantity. Orders for less than the minimum order quantity will be subject to a surcharge.

7. **Deliveries.** If the sale of Products is F.O.B. delivered basis, Buyer shall be allowed "free time" to unload Products as follows: (a) for railcars, seven days from constructive placement at Buyer's plant; and (b) for trucks, one hour from arrival of the truck at Buyer's terminal. Buyer shall pay to Seller all applicable demurrage fees payable as a result of Buyer's failure to unload Products within the allotted period. Buyer shall return returnable containers, freight collect. If Buyer fails to return such containers within 120 days from the date of invoice, Seller, at its option, shall have the right to transfer title to such unreturned containers to Buyer by invoicing Buyer for the same at Seller's then replacement cost, and the purchase price for such containers shall be due from Buyer upon receipt of invoice.

8. **Buyer's Responsibility for Price Increases.** In addition to the purchase price provided herein, Buyer shall be required to pay, as an automatic addition to the purchase price any and all of the following: (a) any federal, state, or local government tax, public charge, duty, excise, fee, tariff or any increase therein assessed or imposed upon this Contract or the Products; (b) any charge arising from a change in the present customs respecting the Products or any raw materials incorporated therein; (c) any increase in the existing published tariff freight rates or any charge arising from a change in railway classifications; (d) any fuel surcharge Seller may incur in the transportation of the Products; and (e) any similar charge Seller may be required to pay with respect to the production, storage, withdrawal, sale, transportation, exportation, or importation of the Products or the raw materials incorporated therein.

9. **Loading.** If loading is required by the applicable delivery term, Seller will have the right to require the execution of an access agreement prior to granting Buyer or its employees, agents, or representatives access to Seller's facility. Seller may, without penalty: (a) reject any rail cars, trucks, barges, vessels or storage which would present, in its sole discretion, an unsafe or potentially unsafe condition; or (b) refuse to unload, transfer or handle any Products under any conditions which it deems, in its sole discretion, unsafe or potentially unsafe.

10. **Force Majeure.** Seller shall not be liable for delay in performance or failure to perform when such delay or failure is due to a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or the public enemy, governmental action, fires, floods, earthquakes, quarantine restrictions, riots, labor difficulties, insurrections, freight embargoes, plant breakdown, rail car shortages, severe weather and non-performance of, interference with, or disruption to Seller's intended sources of supply. Any Products delayed or not delivered due to force majeure may, at Seller's option, be eliminated from this Contract.

11. **Risk of Loss.** Unless stated otherwise in the Sales Confirmation, all Products will be shipped F.O.B. (as defined in the Uniform Commercial Code as enacted in the State of Illinois) Seller's facility. For sales made on a F.O.B. 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 acknowledgement from the carrier that same occurred in transit. For sales made F.O.B. Seller's plant or warehouse, title and risk of loss shall pass to Buyer at Seller's outlet flange, and in the event of loss or damage in transit, Buyer shall file its own claim with the carrier.

12. **Warranties.** Seller warrants that, at the time of delivery: (a) it has good and marketable title to the Products; (b) the Products are free and clear of any liens and encumbrances; (c) the Products conform to the specifications set forth on the attached Sales Confirmation or specification sheets, if any; (d) the Products have been produced in compliance with the Fair Labor Standards Act of 1938, as amended, and all other applicable laws, rules and regulations; and (e) the Products and the manufacture

thereof do not infringe upon any third party's intellectual property, provided this warranty shall neither apply to Products manufactured or produced in compliance with specifications furnished by Buyer nor extend to any use of the Products by Buyer. Buyer assumes all risk and liability for results obtained by the use of the Products, whether used singly or in combination with other products. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13. **Buyer's Exclusive Remedies.** SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS CONTRACT IS EXPRESSLY LIMITED, AT SELLER'S OPTION, TO: (A) REPLACEMENT OF THE NONCONFORMING PRODUCTS; OR (B) A REFUND FOR THE PRICE PAID FOR THE PRODUCTS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES. An action on behalf of either party for breach of this Contract or concerning this Contract must be commenced within one year after the cause of action has accrued.

14. **Inspection.** Buyer shall be barred from any and all claims or rights based upon the quality of the Products delivered unless within five days after Buyer learns by use or otherwise of the defect complained of, but in any event within 10 days after receipt of the Products, Buyer sends Seller a notice clearly specifying the nature of the complaint.

15. **Seller's Remedies.** The occurrence of any of the following events shall constitute a default under this Contract by Buyer: (a) failure by Buyer to perform any of its obligations specified in this Contract or any other contractual undertaking between the parties; (b) Buyer generally not being able to pay its debts as they become due or making an assignment for the benefit of creditors; (c) the commencement of any case, proceeding, or other action seeking to have an order for relief entered on Buyer's behalf or against it under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking appointment of a receiver, trustee, custodian, or other similar official for it or any of its assets; (d) Buyer's financial condition is found to be or becomes unsatisfactory in Seller's opinion during the term of this Contract; and (e) the issuance of execution process or any condemnation, levy, forfeiture, or similar action against any asset of Buyer.

In the event of default, Seller may, at its option, (a) cancel this Contract and all other contracts with Buyer, (b) suspend performance until the event of default has been cured, (c) withhold any payment owed to Buyer, (d) offset and deduct any amount owed by Seller to Buyer by any amount owed by Buyer to Seller, including, but not limited to, damages arising out of the event of default, and (e) pursue any other right or remedy available at law or in equity. Seller shall be entitled to recover from Buyer all court costs, attorneys' fees, and other expenses incurred by Seller incident to such proceedings and interest on past due amounts at 1.5% per month or, if lesser, the highest rate chargeable to Buyer under applicable Law. The foregoing remedies of Seller shall be cumulative.

16. **Adequate Assurances.** Notwithstanding the right of Seller to demand other adequate assurance of performance by Buyer, Seller may, at any time Buyer's credit or financial responsibility becomes unsatisfactory in Seller's sole opinion, require cash payment in advance of or on delivery. Seller may at any time demand that Buyer provide a marginal cash deposit amounting to 10% of the purchase price plus an amount equal to the difference between the purchase price and Seller's prevailing market price, if Seller's market price is below the purchase price. The deposit shall be considered as partial payment when the Products are delivered, and Buyer agrees to make such deposit within two business days of receipt of such demand.

17. **Indemnification.** Buyer assumes all risk and liabilities arising out of or resulting from the selection and use of the Products. Buyer agrees to indemnify, defend and hold harmless Seller and its 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 Seller's sole negligence, arising out of or resulting from (a) any breach by Buyer of any term or condition of this Contract, or (b) any use of the Products.

18. **Non-Waiver.** Either party's failure to insist on full performance of any term or condition of this Contract or waiver of any breach hereunder shall not be considered a waiver of that term or condition in the future or of any other terms, conditions or rights under this Contract. Any waiver shall be ineffective unless it is in writing and signed by the party granting it.

19. **Non-Assignment.** Neither party shall assign this Contract, or any right or obligation hereunder, without the express written consent of the other party hereto.

20. **Compliance with Laws.** Each party 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 (the "Law") pertaining to the obligations set forth in this Contract, including, but not limited to, the Foreign Corrupt Practices Act or any embargo/restrict party restrictions of the United States of America or the United Nations.

21. **Severability.** 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, Seller shall have the option to cancel any unshipped portion of the Products sold hereunder without liability.

22. **Governing Law.** The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive laws of the State of Illinois, without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties irrevocably agree that all lawsuits, actions, and causes of action arising out of or in connection with this Contract shall be filed exclusively in the state and federal courts having jurisdiction over Macon County, Illinois. THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY OBJECTION TO THE LAYING OF VENUE, THE DEFENSE OF INCONVENIENT FORUM, AND ANY RIGHT TO A TRIAL BY JURY.

23. **Notices.** All notices or other communications required or permitted under this Contract shall be in writing and shall be deemed given and made (a) if by personal delivery, on the date of such delivery, or (b) if by nationally or internationally recognized express courier, on the next business day (for domestic delivery) or three business days (for international delivery) following deposit, in each case addressed to the party at the address set forth in the Sales Confirmation to the attention of the signatory thereto, or to such other address or individual as may be designated by notice in accordance with this Section.

24. **Confidentiality.** Buyer agrees that the prices, terms and conditions of this Contract

are confidential information and shall not be disclosed to persons who are not parties to this Contract without the express written permission of Seller. This Section shall not supersede or otherwise modify any confidentiality agreement entered into by the parties, if any.

25. **Export Documentation.** In the event that the Products will be exported from the United States, Buyer shall, within 30 days of the shipping date or within 10 days from the date requested by Seller, whichever is earlier, provide to Seller all information and documentation necessary for Seller to provide exportation of the Products to any applicable government agency and to complete all required export documents. Buyer hereby assumes any and all liability for, and shall indemnify Seller from, any taxes, fees, penalties, interest or other charges assessed against Seller for failure to timely provide export documentation or proof of exportation as a result of Buyer's breach of this Section.

26. **Miscellaneous.** The heading of the sections of this Contract are for convenience purposes only. Any provision of this Contract (including, but not limited to, Sections 3, 5, 6, 12, 13, 15, 17, 21, 22, 24, 25, and 26) which by its very nature requires or contemplates performance or applicability of such provision after the termination or expiration of this Contract shall survive such termination or expiration. This Contract may be signed in one or more counterparts (and delivered by facsimile or electronic transmission), each of which shall be deemed an original and all of which shall be deemed one and the same Contract.

27. **Sanctions and Anti-Boycott Clause.** Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

Seller agrees and undertakes to Buyer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Buyer requires, Seller shall provide Buyer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer agrees and undertakes to Seller that the goods will not be:

- (i) resold to;
- (ii) disposed of by; or
- (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Seller requires, Buyer shall provide Seller with appropriate documentation for the purposes of verifying the final destination of the goods. Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Seller or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Seller's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

28. **Anticorruption Clause.** Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods relating to anti-bribery and anti-money laundering ("Applicable Legislation"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,

- a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
 - i. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - ii. an officer or employee of a public international organization;
 - iii. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation
 - iv. any political party or official thereof, or any candidate for political office;
 - v. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or
- b. engage in other acts or transactions:

in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

29. **Foreign Derived Intangible Income Tax Declaration.** All Product sold for export pursuant to the Sales Confirmation shall be sold exclusively to a foreign entity (an entity or person located outside the United States) solely and completely for foreign use or manufacturing (the Products will be subject to use or further manufacturing/refinement that will occur outside the United States) without exception.