

Terms and Conditions of Purchase Order

1. **Entire Agreement.** Seller agrees to perform for Buyer the services and provide to Buyer the goods described in this Purchase Order on the terms and conditions stated in this Purchase Order. Any written acknowledgement of this Purchase Order or the delivery of any goods or services in accordance with this Purchase Order shall constitute acceptance of this Purchase Order by Seller, including all terms and conditions hereof. 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 Seller's purchase proposal or other such Seller document is referenced by this Purchase Order, the terms of such proposal or document are expressly rejected except only the terms from such proposal or document stating: (a) a description of the goods and services; (b) the delivery location; (c) the delivery terms; (d) the delivery schedule; (f) the price; and (g) the payment milestones, all of which shall be deemed to be incorporated herein by reference. In the event of a conflict between the terms of this Purchase Order and any terms stated in Seller's purchase proposal or document, if any, the terms of this Purchase Order shall prevail even if such purchase proposal or document is incorporated into this Purchase Order by reference. Unless an agreement has been executed in writing by Buyer and Seller that governs this transaction, this Purchase Order is the complete and exclusive statement of all terms of the agreement between Buyer and Seller for this transaction. If a written agreement has been executed in writing by Buyer and Seller that governs this transaction, the terms of that agreement shall apply in the event of any inconsistency between the terms hereof and the terms thereof. Except as stated in the previous sentence, 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 this Purchase Order does not reflect the actual agreement of the parties.
2. **Packaging.** Goods will be packaged in accordance with good commercial practice, in accordance with all applicable laws and regulations, and in suitable containers for optimum protection of the goods and for in-plant handling and storage. All shipping containers will be labeled in accordance with applicable laws and regulations. Unless waived by Buyer, each shipments of goods shall be accompanied by a certificate of analysis.
3. **Price.** The price stated in this Purchase Order includes all costs for the sale of goods or the provision of services, inclusive of all local, state, and federal taxes. No charges will be allowed for containers, crating, boxing, or bundling. 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. Discounts, if any, shall be calculated from the date an acceptable invoice is received by Buyer.
4. **Invoice.** Seller shall, upon each shipment of goods, or monthly in arrears for services, invoice Buyer at PO Box 2576, Decatur, IL 62526, at APDept@adm.com, or at such other address or email address as Buyer may require from time to time, for the costs stated in the Purchase Order. If Buyer requests, Seller shall consolidate invoices per Buyer's instructions. All invoices will include such information as Buyer may reasonably request. The ADM code or property number, if shown on this Purchase Order, must be shown for each item on all invoices, shipping papers, and shipping containers. For any capital equipment item for which a code or property number is indicated, complete name plate data for that item must be shown on the invoice. In no event will Buyer be liable to Seller for interest or other late payment charges. If the payment due date falls on a Saturday, Sunday or holiday, the payment due date shall be the next business day following such Saturday, Sunday or holiday.
5. **Delivery.** Seller shall deliver any goods in accordance with the delivery terms described in this Purchase Order. Seller shall prepay all allowed freight. Seller shall forward a shipping notice on the date of shipment to the invoice address indicated in the "Bill To" box above and the shipping address indicated in the "Ship To" box above. Unless stated otherwise in this Purchase Order, Seller shall be the importer of record. Title and risk of loss in the goods shall pass to Buyer upon completion of Seller's delivery in accordance with the applicable delivery term. Time is of the essence.
6. **Late Performance.** If Buyer reasonably determines Seller will be unable to meet any date stated in this Purchase Order, Buyer may, in its sole discretion: (a) demand from Seller, in which event Seller shall pay to Buyer, one and one half percent of the total price stated in this Purchase Order on the first day after the delayed event was scheduled to occur and an additional one and one half percent of the price per week thereafter until Seller causes the delayed event to occur; or (b) cancel this Purchase Order without penalty to Seller, acquire the goods or services from a third-party source, and charge Seller for any costs in excess of the price stated herein for such goods or services. The liquidated damages in this Section constitute compensation and not a penalty. The parties acknowledge and agree that Buyer's harm caused by a delay would be impossible or very difficult to accurately estimate and that the liquidated damages stated in this Section are a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The remedies stated in this Section are exclusive and Buyer's election of one remedy prevents its election of another remedy based on the individual delayed event.
7. **Acceptance.** The goods are subject to Buyer's inspection and approval. No payment by Buyer shall imply acceptance of any goods or any services supplied and shall not in any way restrict any claims or rights Buyer may otherwise have against Seller. Goods delivered by error, or overages in excess of the quantities ordered, or in excess of trade practice, shall be returned to Seller at Seller's expense and risk.
8. **Warranties.** Seller warrants that the goods delivered pursuant to this Purchase Order are of the quality specified, meet the specifications, are merchantable, and are fit for their ordinary purpose. Seller shall convey good and merchantable title to the goods and the goods shall be delivered free of any lien or encumbrance. 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 (the "FFDCA"), 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 the FFDCA, or will be an article which may not under the provisions of any such acts be introduced into interstate commerce. The services shall be performed in a good and workmanlike manner, in conformity with any specifications, and with industry standards. All of Seller's personnel performing the services shall be suitably qualified to perform the services. The goods and services provided under this Purchase Order, Seller's process used to design and manufacture the goods, Seller's performance of the services, and the sale, re-sale, and use of the goods for their ordinary purpose do not infringe on any existing patents, trademarks, copyright, or other intellectual property of a third party and Seller has the right to manufacture and sell the goods to Buyer and the right to perform the services for Buyer. In accepting this Purchase 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. Buyer further represents that it will abide by the requirements of Executive order 11246, Section 402 of the Vietnam Era Veterans Readjustments 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 parties 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. 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.
9. **Remedies.** In the event any goods fail to comply with Seller's warranties, requirements, or guarantees, Buyer may: (a) upon notice to Seller, require Seller, at Seller's sole expense, to promptly make all alterations, repairs, and replacements as are necessary so that the goods are compliant with said warranties, requirements, and guarantees; or (b) reject the goods and cancel this Purchase Order in whole or in part by returning the goods without notice for a full refund, at Seller's risk, and all handling and transportation expenses both ways will be assumed by Seller. If goods are rejected in accordance with this Section, Buyer elects to receive replacement goods, and, in Buyer's sole discretion, Seller is unable to provide replacement goods within the timeframe required by Buyer, CORE/0810731.0190/154938823.3

Buyer may purchase substitute products from a third-party and, in the event that Buyer procures substitute products, Seller shall pay to Buyer all costs in excess of the Purchase Order price. Buyer reserves the right at its convenience to return any amount of good shipped in excess of the amount specified, and all handling and transportation expenses both ways on such excess amount will be assumed by Seller. If any services fail to comply with Seller's warranties, requirements, or guarantees as set forth in this Purchase Order, Buyer may: (c) upon notice to Seller, require Seller, at Seller's sole expense, to promptly re-perform the services so that the services are compliant with said warranties, requirements, and guarantees; or (d) reject the services, cancel this Purchase Order in whole or in part, and receive a full refund. If Seller fails to correct a warranted defect within the timeframe established by Buyer, Buyer may, at its option, correct the defect or have it corrected and charge Seller the cost and expense thereof. In addition to the foregoing, Buyer may pursue any other rights it may have in law or in equity. All warranties survive delivery to and acceptance by the Buyer.

10. **Indemnification.** Seller shall indemnify, defend, and hold harmless Buyer, its subsidiary and affiliates, and their respective directors, officers, employees, agents, and representatives from and against all third-party losses, claims, liabilities, damages, costs, expenses, and legal actions, including reasonable attorneys' fees and court costs to the extent caused by: (a) any negligent act, material omission, or intentional misconduct of Seller, its directors, officers, employees, agents, or contractors; (b) any allegation that the goods or services or the sale, re-sale or use of the goods or services infringe on the intellectual property rights of a third-party; (c) any breach of this Purchase Order by Seller; or (d) failure to comply with applicable law or regulations of any governmental entity having jurisdiction over the production, transport and/or sale of the goods or services. The foregoing indemnification obligations shall not apply to the extent caused by the gross negligence or willful misconduct of Buyer.

11. **Compliance.** At all times, Seller shall comply with all applicable laws, statutes, ordinances, regulations, rules, orders and judgements, including but not limited to the Foreign Corrupt Practices Act or any embargo/restricted party restrictions of the of the United States of American or the United Nations. Seller shall also comply with the ADM Supplier Expectations Document, available at <https://www.adm.com/our-company/procurement/supplier-expectations>. Neither Seller nor any employee, agent, or other representative shall access Buyer's facilities without the prior written consent of Buyer. While at Buyer's facilities, Seller and its employees, agents, and other representatives shall comply with all rules, policies, and procedures applicable to the facility.

12. **Confidentiality.** Seller shall maintain in confidence the terms of this Purchase Order and any other information disclosed to it by Buyer or on Buyer's behalf in connection with this Purchase Order that a reasonable person would understand to be confidential, including all information observed or overheard by Seller while present at any Buyer facility (collectively, the "**Confidential Information**") and shall only use the Confidential Information in connection with this Purchase Order. Seller shall not, without the written consent of Buyer, disclose Buyer's Confidential Information to any third party except it may disclose the Confidential Information to its employees and agents who have a need to know such information for purposes of performing Seller's obligations under this Purchase Order. The obligations in this section shall survive the expiration or termination of this Purchase Order for a period of five years. If certain Confidential Information constitutes a trade secret under applicable law, Seller's obligations under this Purchase Order with respect to such Confidential Information shall survive until it no longer constitutes a trade secret under applicable law.

13. **Insurance.** Seller shall maintain, at its own cost and expense, and cause any subcontractors to maintain, with insurance carriers having an A.M. Best Rating of A- or better, the following minimum types and amounts of insurance on an occurrence basis or, in the case of coverage that cannot be obtained on an occurrence basis, then on a claims made basis with a three year tail: (a) Commercial General Liability (including products liability) insurance including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract in the amount of \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate; (b) Statutory Workers' Compensation Insurance in accordance with applicable laws or, if none, in accordance with the laws of the State of Illinois; (c) Employer's Liability Insurance in the amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease, and \$1,000,000 aggregate by disease; and (d) Commercial Automobile Liability insurance for owned, non-owned, hired, or borrowed automobile used to perform Seller's obligations under this Purchase Order in the amount of \$1,000,000 combined single limit.

14. **Alterations; Termination.** Buyer may cancel this Purchase Order and make changes to this Purchase Order at any time prior to Seller's acceptance hereof. Buyer shall inform Seller of a cancellation of or a change to this Purchase Order by any reasonable means of communication. If any change to this Purchase Order by Buyer affects the price or delivery schedule, an adjustment to the affected price, delivery schedule, or both shall be made upon mutual consent of the parties. This Purchase Order may be terminated on written notice: (a) by either party, if the other party materially breaches any provision of this Purchase Order and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after the breaching party's receipt of written notice of such breach; or (b) by either party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business. The expiration or termination of this Purchase Order shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, that: (c) has already accrued hereunder, (d) comes into effect due to the expiration or termination of this Purchase Order, or (e) otherwise survives expiration or termination.

15. **Force Majeure.** Neither party shall be liable for delays or defaults in the performance of this Purchase Order due to causes beyond its control, including, but not limited to, acts of God, pandemics, accidents, riots, war, government interference, embargoes and strikes. The affected party shall notify the other party in writing of the cause of any excusable delay promptly after the date it appears that such delay will be necessary. If a force majeure event continues for a period of 15 days or more, the non-affected party may terminate this Purchase Order upon written notice to the affected party. If a force majeure event affects Seller, Buyer may reject any partial performance without liability to Seller. During the period of such delay by Seller, Buyer may purchase goods or services elsewhere and, at Buyer's sole option, apply such purchases to reduce the quantities ordered under this Purchase Order.

16. **Independent Contractor.** Nothing herein shall be construed to create an employee/employer or agency relationship. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

17. **Notice.** Any notice or other communication under this Purchase Order shall be in writing and shall be effective: (a) upon delivery if delivered in-person, (b) two business days following deposit in the U.S. mail, certified or registered mail, return receipt requested, (c) the next business day following deposit with a nationally recognized overnight courier service, or (d) when transmitted via email or facsimile with confirmation of receipt (provided that if such transmission is delivered after 5:00 p.m. C.T. or on a day other than a business day, then on the next following business day), in each case sent to the party as set forth in this Purchase Order or to such other address as designated in a notice sent in accordance with this Section.

18. **General.** A party's assignment of this Purchase Order, or any right or obligation hereunder, shall be null and void unless the other party provides its prior written consent. This Purchase Order shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any amendment or modification of this Purchase Order shall be null and void unless it is in writing and signed by the parties. No failure or delay in exercising any right, remedy, power, or privilege arising from this Purchase Order shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Any waiver shall be ineffective unless it is in writing and signed by the party granting it. In the event that any provision of this Purchase Order or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the offending provision or portion shall be severed from this Purchase Order and the remainder of this Purchase Order will remain in full force and effect. Upon a determination that any provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Purchase Order so as to effect the original intent of the parties as closely CORE/0810731.0190/154938823.3

as possible. This Purchase Order and all matters arising therefrom shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois without giving effect to principles and provisions relating to conflict or choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. Any legal suit, action, or proceeding arising out of or relating to this Purchase Order shall be instituted in the state and federal courts of the State of Illinois. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY 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.