

PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS OF ORDER.** These terms and conditions (which include the terms and conditions on the face of the applicable Purchaser's Purchase Order ("Order") set forth the entire understanding between [Insert full legal name of Vendor] ("**the Vendor**") and [Insert full legal name of Cargill/Branch of Cargill] Purchaser and supercede (i) all other prior agreements, written or oral, between the Vendor and Purchaser with respect to the subject matter of this Order (except where the Order explicitly incorporates or references a written agreement between Vendor and Purchaser, in which case the terms and conditions of that written agreement apply and supercede these standard Purchase Order Terms and Conditions) and (ii) any additional or conflicting terms contained on Vendor's acknowledgment, confirmation, invoice or similar documents. Any additional or conflicting terms will have no effect.

2. REPRESENTATIONS AND WARRANTIES.

Vendor represents, warrants and covenants that:

(i) the goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof) supplied:

- a. will comply with all applicable laws, rules, regulations, codes and ordinances of the country(ies) of manufacture and of delivery,
- b. will conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Purchaser,
- c. will be merchantable, of satisfactory quality, of good material and workmanship and free from defects,
- d. if ordered for a specific purpose, will be fit for their intended purpose, and
- e. in the absence of contrary specifications, will be of the highest grade and quality;

(ii) the services provided will be performed (i) in a professional and workmanlike manner and (ii) in compliance with all applicable laws, rules, regulations, codes and ordinances, and all of Purchaser's safety and other requirements communicated to Vendor;

(iii) Vendor will:

- a. deliver the goods and perform the services that are the subject of the Order by the delivery and performance dates set forth on the face of the Order;
- b. at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services and comply with all of Purchaser's environmental, health and safety rules;
- c. at its own cost, obtain and maintain all necessary permits, license or other approvals and give all notices legally required to provide the services;

- d. at its own cost, provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper execution and completion of the Order, unless otherwise provided on the face of the Order;
 - e. be solely responsible for all methods and procedures of delivering and coordinating all portions of the services, unless otherwise provided on the face of the Order;
 - f. be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Vendor or any subcontractor brings onto Purchaser's premises and any waste generated or resulting from the use thereof;
 - g. not dispose or permit the release of any materials, substance or chemical (or any waste generated or resulting from the use thereof) on Purchaser's premises;
 - h. inspect any Purchaser-supplied equipment, tools, scaffolding and/or other materials ("Purchaser Materials");
 - i. not use any Purchaser Materials unless they are suitable for their intended use and will return all Purchaser Materials to Purchaser in a like condition in which they were borrowed;
 - j. accept full responsibility for safety and management over persons and property within that portion of Purchaser's premises where the services are being performed ("Service Location") and to the extent possible, physically separate the Service Location from the remainder of the Purchaser's premises;
 - k. warn its subcontractors and its and their respective employees, agents, representatives, guests and visitors of any risks, hazards, or dangers, whether latent or patent, ("Dangers") associated with the Service Location and the rest of the Purchaser's premises;
 - l. at least once daily, inspect the Service Location for any Dangers and eliminate any Dangers or, to the extent any Dangers cannot be eliminated, advise the Purchaser and warn its employees and visitors of these Dangers;
 - m. keep the Service Location and other parts of Purchaser's premises free from accumulations of materials and refuse and, upon completion of the services, promptly remove same and all of Vendor's machinery, tools, and equipment and any unused materials, substances or chemicals and return Purchaser's premises to their original state; and
 - n. remove Vendor employees, representatives and other personnel providing services from Purchaser's premises upon request of Purchaser.
- (iv) no liens or claims will be filed, maintained or enforced by Vendor or its suppliers or subcontractors for any service performed or materials provided.
 - (v) The Vendor has visited 's site where the goods being delivered and/or services being performed and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Purchase Order. Supplier is familiar with and is satisfied as to Vietnamese and local province Laws and Regulations that may affect cost, progress, and performance of the Purchase Order.
 - (vi) The Vendor has carefully studied and will strictly follow Contractor Safety Guidelines and Contractor Safety Checklist of when performing the Purchase Order.

3. ACCEPTANCE. Purchaser will have a reasonable period of time after delivery or performance within which to inspect and accept the goods or services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Purchaser's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Purchaser may be entitled. Further, acceptance of goods or services will not waive any rights or remedies accruing to Purchaser as a result of any breach of the Order. Rejected goods may be returned to Vendor or otherwise disposed of at Vendor's cost and expense.

4. PRICE AND TAXES AND OTHER EXPENSES.

(a) Price and delivery terms, if any are as stated on the face of the Order/Invoice. Vendor is responsible for notifying Purchaser if there is a change in the price prior to shipment so that the Order may be corrected before receipt of the goods or services. Purchaser will not be responsible for any price increase if Purchaser is not notified of such increase in advance of the shipment or of issuance of invoice, whichever comes first. Unless otherwise provided on the face of the Order, the price includes (i) all costs to comply with the terms and conditions of the Order, (ii) any and all taxes, including sales, use, excise, value added and other taxes, and (iii) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. Purchaser will have no responsibility for any taxes which are not itemized in the Purchase Order or invoice associated with the goods, services. If Purchaser is required to pay any taxes or other impositions, Vendor will promptly reimburse Purchaser. Cargill is not responsible for any franchise-related taxes or taxes based on Supplier's gross or net income.

In case Vendor is a Vietnamese entity, including below term:

(b) and Vendor agrees to be responsible to comply with laws and regulations of Vietnam with regard to all tax-related matters. The breaching Party shall indemnify the non-breaching Party for any claims and losses incurred by the non-breaching Party as a result of the breach of this provision by the breaching Party.

In case Vendor is a Foreign entity, including below term:

(b) will be responsible for Vietnam withholding taxes applicable to any payment made to the foreign Supplier with respect to this Order. In this respect, the Vendor agrees to cooperate with in providing certificates, foreign tax documents and any other supporting documents as reasonably requested by for the purposes of clarification and declaration for such taxes, including but not limited to documents as specifically requested by relevant Vietnam laws. According to Vietnam laws, is responsible to notify local tax authority with information on Vendor's employees performing services in Vietnam under this Order within seven (7) days before the performance of such services. In this regard, the Vendor agrees to provide sufficient

information as requested by Vietnam tax authority via the Notification form provided by in the mentioned timeframe. The Vendor or the Vendor's employees will be responsible for declaration and payment of Vietnam Personal Income Tax, if any, that would arise during the performance of this Order.

5. INVOICING AND PAYMENT. Vendor will invoice Purchaser for the amounts due under the Order. Except as otherwise set forth on the face of the Order, Purchaser will pay Vendor all undisputed amounts within forty-five (45) calendar days after receipt of the applicable legitimate invoice, receipt of the goods (or performance of the services) and other related documents (e.g acceptance minutes of goods/services).

6. PROPRIETARY INFORMATION AND MATERIALS. All drawings, specifications and other copyrightable documents and any molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Purchaser are for use solely with respect to the Order. Vendor (i) will not have any rights to, property or interest in the same except to the extent necessary to execute the Order, (ii) will be responsible for maintaining the same in proper working order subject only to normal wear and tear and (iii) upon completion (or earlier cancellation or termination) of the Order, will promptly destroy or return these items, as requested by Purchaser.

7. OWNERSHIP OF INVENTIONS. With respect to new or modified goods/services, the parties agree that all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or made during or after the term of the Order and are (i) based upon or arising from Purchaser's information, or (ii) developed specifically for Purchaser hereunder, will belong to Purchaser. In the event that Vendor produces works of authorship specifically for Purchaser under the Order ("Works"), the Works will be deemed "works made for hire" and Purchaser will receive all rights, title, and interest thereto. However, if any Works are not determined to be "works made for hire", Vendor agrees to assign, and hereby assigns to Purchaser and its successors the entire right, title, and interest, in and to the Works. Nothing in the Order will affect the pre-existing intellectual property rights of the parties.

8. CONFIDENTIALITY. Vendor agrees to keep confidential the terms and conditions of the Order and all proprietary information disclosed by or on behalf of Purchaser or otherwise learned or obtained by Vendor in connection with the Order or the performance hereof. Vendor will not use any of this information other than in connection with the performance of the Order and will not disclose any of this information except to the extent required by law and then only after prior notice to Purchaser.

9. AUDIT. Subject to reasonable confidentiality obligations, Purchaser will have the right to audit and inspect the records and facilities of Vendor and Vendor's agents, representatives and subcontractors used in performance of the Order or relating to the goods or services to the extent reasonably necessary to determine Vendor's compliance with the Order. Vendor will provide Purchaser or its third party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel and work space. Purchaser's audit/inspection, or failure to conduct any audit or inspection, will not release Vendor from any of Vendor's obligations.

10. RISK OF LOSS. Except as otherwise set forth in the delivery terms on the face of the Order, Vendor will retain the risk of loss and/or damage to the goods until the goods are physically delivered to Purchaser and accepted by Purchaser.

11. INDEMNIFICATION. Vendor agrees to indemnify and hold harmless Purchaser, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (1) any non-conforming good or services; (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Vendor; (3) any leak or spill of any materials, substances or chemicals while being transported or delivered to Purchaser or while on Purchaser's premises; (4) any breach by Vendor of any term or condition contained in the Order; (5) the use of any Purchaser Materials or any person in the employ of Purchaser to perform any of the services under the Order and/or (6) the negligent acts or omissions, or willful misconduct of Vendor, Vendor's subcontractor's, employees, agents, representatives and any person performing services under the Order. Without limiting the foregoing, Purchaser may require Vendor to re-deliver against non-conforming goods or re-execute non-conforming services at Vendor's cost and expense.

12. CANCELLATION/TERMINATION. Except to the extent prohibited by applicable law, Purchaser (i) may cancel an Order for any reason or no reason prior to shipment of the applicable goods or performance of services by providing written notice to Vendor and (ii) may immediately terminate the Order, even after shipment, by providing written notice to Vendor if Vendor breaches any term or condition of the Order or becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law or (iii) may immediately terminate the Order if determines in its sole discretion that any act or omission of Vendor or its respective employees, agents, representatives or subcontractors is inconsistent with 's Supplier Code of

Conduct which is stated in below section 22 or presents a quality, safety or environmental risk.

13. FORCE MAJEURE. Each party will be excused from a failure to perform or a delay in performance to the extent caused by events beyond its reasonable control. The party claiming excuse from performance must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The party claiming excuse from performance must give prompt written notice to the other party of the event, specifying its nature and anticipated duration. If Vendor's performance is excused or delayed for more than twenty (20) calendar days, Purchaser may terminate the Order by giving Vendor written notice, which termination will become effective upon receipt of notice. If Purchaser terminates the Order, Purchaser's sole liability will be to pay any balance due for conforming goods and services delivered by Vendor before receipt of Purchaser's termination notice.

14. INSURANCE. Vendor agrees that during the term of its performance hereunder, it shall maintain a policy or policies of insurance as set forth below:

(i) Worker's compensation, employer's liability insurance and other legally required employer's insurance in accordance with and meeting all requirements of applicable Provincial and Federal law.

(ii) General liability insurance (including contractual liability) in amounts not less than \$2,000,000 per occurrence, combined single limits. Purchaser shall be named as additional insured with respect to such insurance.

(iii) Vendor shall provide Purchaser evidence of the above-required insurance in the form of certificates of insurance. These certificates of insurance shall contain a provision that thirty (30) days' prior written notice of cancellation or any material reduction in coverage will be provided to Purchaser.

15. GUARANTEE. Supplier agrees to procure and provide Cargill with product warranty for the goods ("Warranty") with the following terms:

a. Warranty Period: The Warranty Period shall be [] months from the date of the receipt of goods delivery was signed by the Customer

b. The Warranty shall cover full conformity and normal operation of the Goods. When it is deemed by Cargill that the Goods are not in conformity or fail to operate normally, as per Cargill's sole discretion and request, replacement of or repair to any defect, damages or malfunctions of the Goods shall be taken within the time as set out in Item (c) below, for which Cargill shall not be obligated to pay any costs including but not limited to the cost for purchase the replacing Goods, repair costs, transportation costs or any other relevant costs.

c. Following Cargill's notice on requirement of a warranty action, the Supplier shall perform any of such action deemed necessary and appropriate, upon Cargill's prior consent, at Supplier's expense as follows:

(i) In case the warranty action is replacement of the Goods, Supplier shall ensure that the replacement shall be conducted as soon as possible and in any event such replacement shall be conducted not later than [] days from the time Cargill's notice is communicated to Supplier, either in verbal form or written form.

(ii) In case the warranty action is to repair or rectify the Goods, Supplier shall ensure that the repairing and rectification shall be conducted as soon as possible and in any event the repairing and rectification shall be conducted not later than [] days from the time Cargill's notice is communicated to Supplier, either in verbal form or written form.

d. If Supplier does not remedy a defect on the Goods within the time as set out in Item (c) above, Cargill has a right to assign a third person to remedy a defect or buy another replacement item at Supplier's expense. Cargill is entitled to deduct these costs from the payable amount for Supplier. In case Cargill has made payment for Supplier, Supplier must to pay these cost for Cargill within [] days from the date of Cargill's notice.

16. GOVERNING LAW. The laws of the jurisdiction of the address of the Purchaser on the face of the Order, disregarding any conflict of law rules in that jurisdiction, will govern the Order. Any dispute arising from the Order will be resolved in the courts in the jurisdiction of the Purchaser.

17. EXCLUSION OF CONVENTIONS The following international conventions will NOT apply to the Order: (i) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (ii) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (iii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.

18. WAIVER. Purchaser's failure or delay in exercising any right or remedy with respect to the Order will not operate as a waiver of that right or remedy. Any waiver of a right or remedy must be in writing and signed by Purchaser.

19. ASSIGNMENT/SUBCONTRACTING. Vendor may not assign or subcontract its rights and obligations under the Order without the prior written consent of Purchaser.

20. SEVERABILITY. If any provision of the Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Order, all of which will remain in full force and effect.

21. PENALTY. The party violating any obligations under this Purchase Order, includes but limited violation on quality, quantity, delivery time, compliance with regulations at place of delivery, shall be fined 8% value of Purchase Order

22. CODE OF CONDUCT.

Vendor shall:

- (i) Comply with all applicable laws and regulations in the locations where it operates, including licensing, environmental, human rights, and labor laws, including those related to wages, work hours, employee benefits, employee and contractor health and safety, fair hiring practices, and anti-discrimination.
- (ii) Compete fairly and ethically for Cargill's business, without any illegal or improper inducements or advantages.
- (iii) Not employ or benefit from child or compulsory labor.
- (iv) Employ quality audit and compliance processes, including, if applicable, adequate food, feed, and product safety control plans.
- (v) Maintain the confidentiality of its intellectual assets, and other confidential information.
- (vi) Keep accurate and honest financial books and records in accordance with applicable legal, regulatory and fiscal requirements and generally accepted accounting practices.
- (vii) Adequately insure and reserve for its risks and exposures.
- (viii) Honor its contractual commitments and obligations.

Vendor will not, in connection with any activities under or related to this Purchase Order, directly or indirectly:

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- (i) violate any applicable law prohibiting or penalizing bribery or corruption;
 - (ii) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official (as defined below), official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage; or
 - (iii) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act

or decision of this person or to secure any other improper advantage in order to obtain or retain business for Cargill.

“**Government Official**” means any officer or employee of government, public international organization or any department or agency thereof, or an enterprise owned or controlled by a government including any person acting in an official capacity for, or on behalf of, such entities. Notwithstanding anything to the contrary herein, Vendor agrees that if at any time believes in good faith that Vendor (or any Affiliate, agent, or subcontractor who acted on behalf of Vendor as part of this Purchase Order) has breached the terms of this **section**, Cargill shall be entitled to terminate this Agreement with immediate effect and without further liability or obligation to Supplier.