

GENERAL CONDITIONS FOR SUPPLY OF PRODUCTS

1. Definitions and Rules of Interpretation.

1.1. For the purposes of the present **General Conditions**, the terms written in bold type with capital first letter shall be interpreted in accordance with the following definitions:

- "**Cargill**" means the legal entity identified in the **Order**, in the capacity of purchaser.
- "**General Conditions**" mean these **General Conditions** of supply of **Products**, which establish the rights and obligations between **Cargill** and the **Seller**, in the terms of the **Order**.
- "**Products**" means, individually or collectively, the equipment, merchandise, machinery, or other goods that are the object of the **Order** and supplied by the **Seller** to **Cargill**.
- "**Order**" means the purchase order issued by **Cargill**, containing the specific conditions for the supply of **Products**.
- "**Party**" means **Cargill** or the **Seller**, as applicable.
- "**Parties**" means **Cargill** and the **Seller**, whenever referred to jointly.
- "**Seller**" means the individual, or legal entity appearing in the **Order** as **Seller**, and responsible for supplying the **Products** in the terms stated in the **Order**.

1.2. In the event of discrepancy or conflict between the provisions of the present **General Conditions** and those worded in the **Order**; or between these **General Conditions** and communications, or any other documents exchanged between the **Parties** previously and which refer directly or indirectly to the **Order**, the provisions established in the present **General Conditions** shall prevail. In the event of discrepancy or conflict between the provisions of the **Order** and communications or any other document exchanged between the **Parties** and which refer directly or indirectly to the **Order**, the provisions established in the **Order** shall prevail.

2. Object and Application.

2.1. The present **General Conditions** establish the rights and obligations between **Cargill** and the **Seller**, applicable to the supply of **Products** entered into by **Cargill** and the **Seller** by virtue of the **Order**. The **Order** and the present **General Conditions** jointly constitute the mutual obligations between the **Seller** and **Cargill**.

2.2. With due regard for the provisions in the preceding clause, the terms and conditions established in these **General Conditions** are complementary to the terms and conditions established in the **Order** and to any other contract existing between the **Parties** (hereinafter, the "**Agreement**") and are considered an integral and inseparable part of the **Order**, as if they were transcribed therein.

2.3. The terms and conditions established in these **General Conditions** and the terms and conditions established in the **Order** shall be binding upon the **Parties** and shall generate irrevocable and unchangeable effects should any of the following situations occur:

- a) The **Seller** replies to **Cargill** indicating its intention to supply the **Products** to **Cargill**; or
- b) By acceptance of the **Order**, either in written or verbal form or by any electronic means; or
- c) The **Seller** signs the **Order** or the present **General Conditions**; or
- d) As of **Seller's** acceptance of these **General Conditions** and the **Order** on the website of suppliers of **Products** to **Cargill**; or
- e) If the **Seller** begins to supply the **Products** or begin to fulfill any obligation related to the **Order** or to these **General Conditions**.

2.4. In addition to the forms of presentation, delivery and acceptance of the present **General Conditions** established in the clause 2.3 above, same may also be found on the **Cargill** website, at the following address: <https://www.cargill.com/page/cargill-po-terms>.

3. Validity.

The **Order** and the present **General Conditions** shall become valid in conformity with clause 2.3 above, upon expressed acceptance of the **Order** and/or the present **General Conditions**, and shall remain valid until date specified in the **Order** or until full satisfaction of the **Order**, whoever the latter, with due regard for the other provisions of these **General Conditions**.

4. General Obligations of the Seller.

4.1. The **Seller** shall:

- a) Meet all the conditions and obligations established in the **Order** and with all the terms and conditions established in these **General Conditions**;
- b) Supply the **Products** in conformity with the specifications and/or descriptions stipulated in the **Order**, including but not limited to: marks, names, quantity and/or packaging, etc.;
- c) Deliver the **Products** at the times established in the **Order**;
- d) Meet the guidelines established by **Cargill** for its suppliers, which shall be informed to the **Seller** opportunely.
- e) Not use child or slave labor, or analog conditions, in meeting its obligations by virtue of the **Order** and the present **General Conditions**, in the manufacture, purchase and/or delivery of the **Products**;
- f) Respect all the applicable laws. In particular, but not limited to: environmental, tax, labor, occupational health and/or social security legislation in the exercise of its activities;
- g) Carry on its activities in accordance with the legislation, rules, resolutions and/or provisions introduced by public authorities, exempting **Cargill** from any liability by virtue of miscompliance or violation thereof;
- h) Mention the reference number of the **Order** in all the documents relating to said **Order** and to the present **General Conditions**, including, but not limited to: tax bills, proforma bills, shipment/dispatch confirmations, bills of lading, receipts, duplicates, correspondences, etc.;
- i) Identify or mark all the packages, containers or other packaging materials, containing the totality or part of the **Products**, with the accompanying invoice and **Order** number (unless otherwise specified in the **Order**);
- j) Pack, wrap, envelop or register the **Products** with suitable material in accordance with the type of **Product** sold, or also as specified in the **Order**.
- k) Provide jointly with the **Products**, all the documents, manuals, certificates and instructions necessary so that **Cargill** may use the **Products**;
- l) Present, jointly with the **Products**, all the documentation required for the international transport thereof, duly sealed and approved in all the Customs Duties in all countries of transit of the **Products**;
- m) Assure that the **Products** are received by **Cargill** in accordance with the specifications and/or conditions established in the **Order**, and in any case the **Products** shall be suitable for full use and/or to be allocated for their specific purpose;
- n) Maintain valid and effective and meet all the requirements and conditions of all the licenses and authorizations necessary to meet its obligations by virtue of the **Order** and of these **General Conditions**;
- o) Take out insurance for the **Products** with reputable and well-informed insurance firms that covers risks of theft, fire, storms, flooding or other *force majeure* events. The **Seller** shall in all the cases insure the transport of the **Products** for a minimum coverage sum equal to the value of the sale price of the **Products**. Likewise, it shall present **Cargill**, at its request and within two (2) subsequent business days, the corresponding policy, except whether otherwise established in the **Order**.
- p) Not violate, in the exercise of its activities and in compliance with the **Order** and present **General Conditions**, the intellectual property rights or any other rights held by third parties;
- q) Indemnify **Cargill** for any damage as may occur owing to failure to comply with any of the obligations assumed under the aegis of these **General Conditions** and of the **Order**;

5. Taxes.

All the taxes due on the supply of **Products** and these **General Conditions** shall be afforded by the tax payer or party responsible, in the terms of tax legislation in effect at the time and corresponding to the respective place of invoicing.

6. Ethics and Anticorruption Expectations.

6.1. The **Seller** is aware that the Foreign Corrupt Practices Act of the USA (la "**FCPA**") against bribery and the anticorruption laws of other jurisdictions (jointly with the **FCPA**, the "**Anti-Bribery Laws**") prohibit, under threat of severe sanctions, the payment, offer, promise of payment or authorization of payment or offering of cash or any item of value, directly or indirectly through third parties, to any Government Authority (as defined below), political party, employee of a political party or any candidate to a public office, designed to influence them in their official capacity, or induce them to use their influence to assist any person to obtain or maintain business and/or obtain improper advantages.

6.2. The **Seller**, in the performance of its obligations prescribed in the terms of these **General Conditions** and/or of the **Order**, shall not infringe upon the **FCPA** or any other Anti-Bribery Law in effect, nor shall it pay, offer, promise to pay or authorize payment or offer cash or any object of value, either directly or indirectly:

- a) To any Government Authority (as defined ahead); or
- b) To any political party, political party official or any candidate to a public office;

With the purpose of obtaining or maintaining business or improper advantages for **Cargill**.

6.3. No part of the funds paid by **Cargill** to the **Seller** shall be used for any purpose that violates the **FCPA**, the **Anti-Bribery Laws** in force or any other law applicable to the **Seller** for the **Products** acquired by **Cargill**.

6.4. At the date of the present **General Conditions** and/or of the **Order**, none of the owners, employees, officers, managers, or employees of the **Seller** are a Government Authority (as defined ahead), a political party official or candidate to a public office. For the duration of the present **General Conditions** and **Order**, the **Seller** agrees to notify **Cargill** in writing if one or more of its owners, board members, officers, leaders, managers or employees becomes a Government Authority (as defined ahead), political party official or candidate to a public office.

6.4.1. Government Authority is understood to be any administrator or employee of the State, in any of its political-territorial instances or branches of the public power, international public organization, or any department or agency thereof, or a company fully or partially owned or controlled by a government, including any person acting in an official position in the name of said entities ("**Government Authority**").

6.5. The **Seller** declares its awareness and acceptance, in all its terms, irrevocably and unchangeably, of the **Code of Conduct of Cargill Suppliers**, attached as **Appendix I** to the present **General Conditions**, and commits to act with business responsibility, integrity and transparency, fully complying with the provisions therein.

7. Liability, Delivery and Guarantee of the Products.

7.1. The **Seller** is solely responsible and commits to (i) deliver the **Products** in strict conformity with the conditions, the specifications and the descriptions of the **Order** and of the present **General Conditions**, free of conventional, judicial or legal encumbrances of any type, and (ii) assure that the **Products** are placed at the disposal of **Cargill** to be used for their intended purposes.

7.1.1. If the **Products**, in whole or in part, are not delivered in conformity with the conditions, specifications and descriptions of the **Order** and the present **General Conditions**, are not fully suitable for the intended purposes and/or are not free of encumbrances of any type, **Cargill** shall automatically have the right (but not the obligation), to:

- a) Deem terminated the commercial relationship created by these **General Conditions** and/or by the **Order**, in which case the provisions of the chapter 10 of the present **General Conditions** shall apply; or
- b) Reject the **Products** delivered in nonconformity with conditions, specifications and descriptions, in which hypothesis the provision in clause 7.1.2 ahead shall apply.

7.1.2. Under the provision in the subitem (a) of clause 7.1.1 above, the **Seller** shall be obliged to deliver to **Cargill**, within the three (3) business days following the date on which it receives notice in writing from **Cargill** in such sense, a quantity of the **Products** equivalent to the rejected result in accordance with the conditions, specifications and descriptions of the **Order**, and **Seller** alone shall afford all costs associated to said replacement. Should the **Seller** fail to substitute the **Products** within the timeframe established in this clause, **Cargill** shall have the right (but not the obligation), regardless of any formality or advice to the **Seller**, to return the rejected **Products** to the **Seller** and purchase them from third parties, in which case the **Seller** shall be obliged to pay **Cargill**: (i) the price established in the **Order**, calculated on the **Product** quantity paid by **Cargill** to the **Seller** prior to the returns and which is subsequently returned; and (ii) all the costs associated with returns of the **Products** delivered by the **Seller**, including but not limited to taxes, expenses with transport, insurance and administration; and (iii) as applicable, the amount resulting from the positive difference between the price paid by **Cargill** to third parties for the **Products** replaced that which will be returned, and (iv) the price established in the **Order**, calculated on the quantity of returned **Products**.

7.2. **Cargill** shall have the right (but not the obligation) to inspect the manufacture and/or purchases of the **Products** and proceed with the delivery thereof. The right of inspection prescribed in the present clause does not exempt or restrict the liability of the **Seller** for the damage caused to third parties or to **Cargill** for apparent or hidden defects in the **Products**. Once the defects in the **Products** have been notified, in addition to the provision in the clauses 7.1 to 7.1.2 above, the **Seller** shall indemnify third parties and/or **Cargill** for the damage sustained in relation to the defect in question.

7.3. The delivery of the **Products** shall strictly meet the timeframe established in the **Order**. Non-delivery of the **Products** in accordance with the timeframe established in the **Order** shall confer **Cargill** the right (but not the obligation) to cancel the **Order** and terminate the commercial relationship formed by these **General Conditions**. The **Seller** shall be solely liable for all the losses deriving from any delay in the delivery of the **Products**, including damage and losses, fines and/or sanctions sustained by **Cargill** owing to the delay in the delivery or cancellation of the order, as applicable.

7.4. The **Seller** commits to deliver, jointly with the **Products**, the respective certificates of guarantee, of analysis, of composition and/or the quality of the material used in the manufacture of parts, equipment, components or parts utilized to manufacture the **Products** within one (1) business day following the date of receipt notice in writing from **Cargill** in this sense.

7.5. The **Seller** commits to repair all and any defects in the **Products** as detected by **Cargill** in the term prescribed in the **Order** or in the manual of the **Products**, if applicable. The **Seller** shall replace or repair the **Products** immediately, at its sole and exclusive risk, at no cost for **Cargill** during the guarantee period.

7.6. If the **Seller** fails to carry out the repairs or make the substitutions stipulated in the clause 7.1.1, within the 10 (ten) days as of the date on which its receives communication from **Cargill** requesting repair or replacement, **Cargill** shall be authorized to hire third parties to do so, and the **Seller** shall indemnify **Cargill**, within the five (5) days following the request in writing from **Cargill**, for all costs, direct and indirect, incurred thereby for the repair or substitution in question, including but not limited to the costs of the purchase of **Products** to substitute the defective **Products**. In cases of defective **Products** substituted by the **Seller** or where costs of substitution are paid by **Cargill**, the **Seller** shall have right to receive the defective **Products** substituted.

7.7. The **Seller** is responsible for guaranteeing the quality of the **Products** and which can be fully used for the intended purpose and for the time established by the laws, the manufacturer or in the **Order**, whichever the greater. Moreover, if the **Seller** is not the manufacturer of the **Products**, it shall be jointly liable with the manufacturer for compliance with the obligations established in this chapter.

8. Delay and Default.

8.1. If the **Seller** cannot or feels it is unable to fully satisfy with the obligations established in the **Order** or in these **General Conditions** for any reason, then it shall immediately inform **Cargill** verbally and in writing. Said communication by the **Seller** does not exempt it of any liability regarding any obligation established in the **Order** and/or in these **General Conditions**.

8.2. Delay in complying with any of the obligations of the **Parties** referred to in these **General Conditions**, in the **Order** and/or in the applicable legislation, shall be automatically deemed to have occurred as soon as the term for complying with the corresponding obligation has expired, without the need for advice or notification from the other party. For obligations having a fulfillment term not expressly stated in the **Order** or in the present **General Conditions**, the party shall be deemed to be in default from the date on which it receives notification in writing of the default from the other Party.

8.3. The **Seller** shall indemnify **Cargill** or any third party for any damage (moral, material or any other nature) caused to **Cargill** or to third parties arising from actions or omissions of the **Seller** or from acts or facts attributable to the **Seller** which are contrary to that established in the present **General Conditions**, in the **Order** or in the applicable law.

8.4. With due regard for clause 10.3, in the event of default or delay in the payment of the obligations of the **Seller** under these **General Conditions** or of the **Order**, **Cargill** is authorized by the **Seller**, irrevocably and unchangeably, to retain and offset any payment owed to the **Seller** by virtue of these **General Conditions** and/or of the **Order** until the effective settlement of the obligations by the **Seller** and until it pays the appropriate amounts to **Cargill**, in the terms of these **General Conditions** and/or the **Order**.

9. Labor and Pension Responsibility.

9.1. The Contractor shall assume all the responsibilities and shall assure indemnity to **Cargill**, its employees, shareholders and officers, for complaints originating from or referring to personnel it employs and/or hires for the provision of the **Products**, accordingly releasing **Cargill** of liability and/or joint responsibility in the event of default by the Contractor of the obligations it undertook, as established in the labor and/or pension and/or social security rules, in addition to the option of the common right recognized in law 26.773 and all other legal and/or social security and hygiene precautions and/or requirements in force or future, be they laws and/or decrees and/or collective agreements and/or administrative resolutions and/or any other regulation. **Cargill** shall hold no liability and the Contractor shall keep latter free and safeguarded from the payment of bonuses, vacation, all types of licenses, compulsory payment holidays, sickness or accident insurance, family allowances, dismissal, indemnifications and any other type of obligations introduced by common right, labor and/or pension and/or social security and/or safety and hygiene legislation, as may be introduced during the validity term of the present **General Conditions** and/or **Order**.

9.2. The Contractor, at its exclusive cost and risk, shall provide all safety elements for the personnel it employs and/or hires for the provision of the **Products** offered by virtue of the **Order**, such as, for example, though not limited to: fire extinguishers, hard hats, boots, masks, gloves and/or all kinds of protectors.

10. Assumptions for Rescission / Termination.

10.1. The assumptions for rescission, in addition to those prescribed in specific provisions of these **General Conditions** and/or in the **Order**, these **General Conditions** and the **Order** may be terminated for the following causes:

- a) For a situation of insolvency, order or request for delay or bankruptcy or similar, application for extrajudicial and/or court-supervised reorganization of the other **Party**, regardless of any prior notification;
- b) By **Cargill**, at its sole discretion, in the event of (i) any interruption of activities by the **Seller** and/or its suppliers, which in the judgment of **Cargill** might hamper in any way the supply of the **Products** in the conditions and within the timeframe stipulated in the **Order** and in the present **General Conditions**; or (ii) default or delay by the **Seller** of any obligation for which the **Seller** is obligated by virtue of the present **General Conditions** and/or the **Order**;
- c) By the **Seller**, should **Cargill** fail to make payments by virtue of the **Order** and of the present **General Conditions**, within the 30 (thirty) days as of the date of receipt of the written notice sent by the **Seller** to **Cargill** demanding the realization of the payment of the past due amount, if applicable.

10.2. The **Parties** shall not be obliged to pay indemnification or any penalty whatever in the event of rescission for the cause mentioned in item a) of clause 10.1 above, however all the obligations assumed under these **General Conditions** and/or of the **Order** shall be considered to have been born prior to the date of rescission.

10.3. In the case of termination based on subitems b) or c) of clause 10.1 above, the Offending **Party** shall be subject to a non-compensatory penalty of damage and losses, equivalent to 5% (five percent) of the valor total of the **Order**, in addition to the reimbursement and/or compensation the losses sustained by the party which did not give origin to the cause of the default and without prejudice to the indemnification and sanctions prescribed in these **General Conditions** and/or in the **Order**.

10.4. In any event of termination of these **General Conditions** and of the **Order**, not excluding other sanctions and indemnifications established, the **Seller** shall be obliged to supply those **Products** whose price has already been paid or, at the discretion of **Cargill**, return to **Cargill** all the amounts paid thereby in accordance with the index rate approved in writing by the **Parties**, whenever so permitted by the applicable legislation.

10.5. Except in cases of intent or gross negligence, the **Parties** shall not be obliged to pay the other **Party** indemnification for loss of profit, indirect or consequential damage.

10.6. Any indemnification or compensation payable by **Cargill** to the **Seller** as per the **Order** and/or these **General Conditions** shall be limited to 10% (ten) percent of the total price of the **Products**.

10.7. The **Parties** may, for any reason or without reason, consider these **General Conditions** and/or the **Order** anticipatedly terminated without paying any penalty to the other party, whenever so notified in writing to the other party with at least thirty (30) days in advance and that they comply with the obligations validly undertaken prior to the anticipated termination.

11. Non-Disclosure.

The **Seller** shall keep in absolute privacy all the information as may be disclosed thereto by **Cargill**, including, but not limited to any information, materials, data, documents and technical specifications which it may have knowledge of or access to, or which may be entrusted thereto, whether or not related to the object of its **Order**. This obligation shall remain in force for as long as the obligations of the Seller **under the Order and these General Conditions** are valid, and for the five (5) years following fulfillment or rescission thereof, as applicable.

12. Notices.

All notices, requests, orders and other communications, addressed to any of the **Parties**, relating to these **General Conditions** and/or to the **Order**, shall be in writing to be considered valid, and shall be sent to the addresses of the **Parties** specified in the Order.

13. General Provisions.

13.1. None of the **Parties** may, without the prior and expressed consent of the other **Party**, assign or transfer, in whole or in part, any of its rights or obligations undertaken pursuant to the Order or of these **General Conditions**.

13.2. Notwithstanding the provision in the clause **13.1** above, **Cargill** is authorized by the **Seller** to assign or transfer, in whole or in part, any of its rights and/or obligations undertaken by virtue of the **Order** and/or of these **General Conditions**, to any of its related or affiliated companies, be it the head office, branch or subsidiary, direct or indirect.

13.3. The **Seller** is hereby obligated, irrevocably and unchangeably, not to assign, give as collateral, factorage or in any other way transfer to third parties any credit held against **Cargill and** that is related to the **Order** and/or to these **General Conditions**, without the expressed written authorization from **Cargill**. Any assignment or transfer made in default of this obligation shall be deemed lawfully null and void, being deemed duly realized all the payments made by **Cargill** directly to the **Seller, and** having a discharging effect on the obligations of **Cargill**.

13.4. The failure by any **Party** to demand strict compliance with any obligation or condition established in these **General Conditions** or in the Order, shall be considered mere tolerance and shall not imply modification of the obligation or condition nor a waiver of the right to demand it in the future, not affecting the validity of these **General Conditions and/or the Order or Agreement, and** any of its conditions.

13.5. The obligations of each **Party** established in the present **General Conditions** or in the Order constitute legal, valid, binding and enforceable obligations in accordance with their terms, and replace all previous agreements, representations, negotiations and arrangements, be they verbal or in writings as provided in their object in whole or in part.

13.6. The **Order and** these **General Conditions** may only be amended in writing, with due regard for the following: **(i) the Order** can only be changed by sending a rectifying request by **Cargill** to the **Seller**; and **(ii) these General Conditions** can only be modified by amendment signed by the **Parties** or their legal representatives authorized.

13.7. Should any provision of these **General Conditions** and/or the **Order** be deemed null and/or contrary to the law, by any Government Authority or jurisdiction, the remaining provisions shall not be affected.

13.8. All the titles of the chapters, clauses, items or other items of these **General Conditions** are used solely as reference and, accordingly, shall not affect the content thereof.

13.9. The **Seller may not** use the brands, registered trademarks, logotypes, service marks or other marks owned by **Cargill** in any way whatever, including, among others, advertising, lists of users or clients, unless the **Seller** obtains prior consent in writing from **Cargill**.

13.10. For the interpretation, compliance and enforcement of these **General Conditions**, the **Parties** are subject to the laws and to the jurisdiction of the proper courts of the city or region capital of the country where the Order was issued. **Seller** hereby acknowledges and agrees to fully comply with **Cargill's** Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.