

## Terms and General Conditions for Supply of Merchandise

### 1. Object and Application.

1.1. These **General Conditions** establish the rights and the obligations of **Cargill** and of the **Seller** applicable to the purchase and sale carried out between **Cargill** and the **Seller** in the terms of the **Order**. The **Order** and these **General Conditions** constitute a purchase and sale agreement between the **Seller** and **Cargill**, between the **Seller** and **Cargill** in the absence of a specific instrument.

1.2. With due regard for the provision in clause 2.2 below, the terms and conditions established in these **General Conditions** are complementary to the terms and conditions defined in the **Order** and in any Agreement entered into by the **Parties** ("Agreement") and are considered to be an integral and inseparable part of the **Order**, as if they were transcribed therein. 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 generate effects automatically, irrevocably and unchangeably in any of the following hypotheses: (i) by the **Seller's** reply to **Cargill** stating its intention to provide **Cargill** the **Services**; (ii) by acceptance of the **Order** sent by **Cargill** to the **Seller**; (iii) by the **Seller's** signing of the **Order**; (iv) if there is no expressed opposition by the **Seller** to the **Order** or to the terms of these **General Conditions** within a term of 5 (five) days counted from receipt of the **Order** and of these **General Conditions** by the **Seller** by any of the means established in this clause; (v) upon acceptance of these **General Conditions** and of the **Order** by the **Seller** at the internet website of the e-trading service provider of **Cargill**; or (vi) should the **Seller** begin to provide the **Services** or begin to comply with any obligation associated to the **Order** or to these **General Conditions**.

1.3. In addition to the forms of presentation and delivery of these **General Conditions** specified in clause 1.2, these **General Conditions** can be found on the internet website of **Cargill** at the following address <https://www.cargill.com/page/cargill-po-terms>.

### 2. Definitions and Rules of Interpretation.

2.1. For the purposes of these **General Conditions** and of the **Order**, the terms in bold type beginning with capital letters shall be interpreted as having the definitions specified below:

(i) "**Cargill**" means the company belonging to the economic group of **Cargill Agrícola S/A** in Brazil specified in the **Order**.

(ii) "**General Conditions**" mean these General Conditions of Merchandise Supply which establish the rights and obligations of **Cargill** and of the **Seller** applicable to the purchase and sale carried out between **Cargill** and the **Seller** in the terms of the **Order**.

(iii) "**Merchandise**" means the set of equipment, products, machines or other goods that are the object of the **Order**.

(iv) "**Order**" means the purchase order issued by **Cargill** containing the specific conditions of purchase and sale of the **Merchandise** discriminated therein.

(v) "**Party**" means **Cargill** or the **Seller**, when referred to in isolation and indistinctly.

(vi) "**Parties**" means **Cargill** and the **Seller**, when referred to jointly.

(vii) "**Seller**" means the individual or legal entity specified as **Seller** in the **Order**.

2.2. In the event of a discrepancy or conflict between the provisions of these **General Conditions** and of the **Order**, or between these **General Conditions** and communications or any other documents or instruments exchanged, remitted or received by **Cargill** and/or by the **Seller** and related, directly or indirectly, to the supply of the object of the **Order**, the conditions prescribed in these **General Conditions** shall prevail. In the event of a discrepancy or conflict between the provisions of the **Order** and any communications or other documents or instruments exchanged, remitted or received by **Cargill** and/or by the **Seller** and related, directly or indirectly, to the supply of the object of the **Order**, the conditions prescribed in the **Order** shall prevail. Lastly, in the event of conflict between the Agreement and these **General Conditions**, the provisions laid down in the Agreement shall prevail.

### 3. Validity.

3.1. The **Order** and these **General Conditions** shall come into effect in the terms of clause 1.2 and shall remain in effect until the date established in the **Order** or until full satisfaction of that specified in the **Order** and in these **General Conditions**, whichever occurs last, with due regard for the other provisions of these **General Conditions** and of the **Order**.

### 4. General Obligations of the Seller.

4.1. The **Seller** shall:

(i) comply with all the terms and obligations established in the **Order** and with all the terms and conditions established in these **General Conditions**;

(ii) furnish the **Merchandise** in strict conformity with the specifications and/or descriptions prescribed in the **Order**, including but not limited to mark, nomenclature, quantity and packaging;

(iii) deliver the **Merchandise** within the timeframe established in the **Order**;

(iv) not use child labor or slave-like conditions in meeting their obligations under the **Order** and of these **General Conditions**, in the manufacture, acquisition and/or delivery of the **Merchandise**;

(v) respect all applicable legislation, in particular, but not limited to the environmental, tax, labor and social security legislation in the exercise of its activities;

(vi) carry out its activities in accordance with legislation, requirements and understandings originating from public authorities, exempting **Cargill** of any liability arising from non-compliance or non-observance;

(vii) mention the number of the **Order** in all the documents related to the **Order** and to these **General Conditions**, including but not limited to: invoices, bills, shipment/dispatch confirmations, bills of lading, receipts, duplicates, correspondences etc.;

(viii) mark or ensure marking of all the packets, packagings or other forms of wrapping totally or partially containing the **Merchandise** with the number of the accompanying invoice and number of the **Order**, except when such information is expressly waived in the **Order**;

(ix) pack, package or have packed or packaged the **Merchandise** in suitable material, according to the type of **Merchandise** sold or as specified in the **Order**;

(x) furnish **Cargill**, jointly with the **Merchandise**, all the documents, manuals, certificates and instructions as necessary for **Cargill** to make use of the **Merchandise**;

(xi) present all the Invoices of the **Merchandise** jointly with the **Merchandise** delivered and duly stamped and duly approved at all Tax Posts of all the States of transit of the **Merchandise**; and

(xii) assure that the **Merchandise** is received by **Cargill** in accordance with the specifications and/or conditions established in the **Order**, and in any case the **Merchandise** must be suitable for full use for its intended purpose;

(xiii) maintain valid and effective and comply with all the requirements and conditions of all the licenses; and

(xiv) not infringe upon intellectual property right or of any other nature owned by third parties in the exercise of its activities and in compliance with the **Order** and these **General Conditions**;

(xv) not infringe upon intellectual property right or of any other nature owned by third parties in the exercise of its activities and in compliance with the **Order** and these **General Conditions**;

(xvi) indemnify **Cargill** for any loss it may incur for failing to meet any of the obligations undertaken by the **Seller** under these **General Conditions** and the **Order**, limited to the value of the **Order**; and

(xvii) abide by all existing immigration laws, statutes, rules, codes, orders and regulations ("Immigration Laws"). Additionally, for the entire duration of these **General Conditions**, the **Order** or the Agreement, the **Seller** shall maintain all the registrations required in conformity with Immigration Laws.

### 5. Taxes.

5.1. All taxes due on the purchase and sale of the object of the **Order** and of these **General Conditions** shall be paid by the tax payer or party responsible, in the terms of the tax legislation in force at the time of the respective billing.

### 6. Ethics and Anti-Corruption Devices.

6.1. The **Seller** is aware that the Foreign Corrupt Practices Act of the USA ("**FCPA**") and the anti-bribery anticorruption laws of other jurisdictions, such as, for example, Law 12.846/13 in Brazil (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, political party official 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.

6.2. The **Seller**, in the performance of its obligations prescribed in the terms of these General Conditions, 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: (i) any Government Authority (as defined below); or (ii) any political party, political party official or any candidate to a public office in order to obtain or maintain business or obtain improper advantages for **Cargill**.

6.3. No part of the funds paid by **Cargill** to the **Seller** shall be used for any purposes the infringe upon the **FCPA**, any Anti-Bribery Laws in force or any other laws applicable to the **Seller** in relation to the services offered to **Cargill**.

6.4. At the date of the present **General Conditions** and/or the **Order**, none of the owners, board members, officers, leaders, managers or employees is a Government Authority (as defined below), political party official or candidate to a public office. For the duration of the present **General Conditions** and the **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 below), political party official or candidate to a public office.

6.4.1. Government authority is understood to be any administrator or public employee of the three levels of government and/or three powers (executive, legislative and judicial), 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 Code of Conduct of Suppliers of **Cargill** is included as Appendix I of this instrument, and it is certain that the **Seller** hereby irrevocably and unchangeably declares its acknowledgment and acceptance thereof, in all its terms, and commits to act with business responsibility, integrity and transparency, fully comply with the provisions laid down therein.

### 7. Liability, Delivery and Guarantee of Merchandise.

**7.1. The Seller** shall be the sole party responsible and commits to **(i) deliver the Merchandise** in strict conformity with the conditions, specifications and descriptions of the **Order and these General Conditions**, free and clear of onus of any nature, commercial or judicial, and **(ii) assure** that the **Merchandise** is fully usable by **Cargill** for its intended purpose.

**7.1.1.** In the hypothesis that the **Merchandise**, in whole or in part, is delivered in non-compliance with the conditions, specifications and descriptions of the **Order and these General Conditions** is not fully usable for its intended purpose and/or is not free and clear of onus of any nature, **Cargill** shall automatically have the right (but not the obligation) to **(i) consider these General Conditions and the Order** to be rescinded, in which case the provisions of chapter **10** of these **General Conditions** shall apply; or **(ii) reject the Merchandise** delivered in non-compliance with the conditions, specifications and descriptions of the **Order and of these General Conditions**, in which case the provision in clause **7.1.2** below shall apply.

**7.1.2.** In the hypothesis prescribed in item (ii) of clause **7.1.1** above, the **Seller** shall be obliged to deliver **Cargill** the quantity of **Merchandise** equivalent to the rejected amount, but in accordance with the conditions, specifications and descriptions of the **Order and these General Conditions**, within 3 (three) business days counted from the date on which it receives written communication from **Cargill** in this sense, the **Seller** affording all the costs associated to the replacement. Should the **Seller** fail to replace the **Merchandise** within the term established in this clause, then **Cargill** shall have the right (but not the obligation), regardless of any formality or communication to the **Seller**, to return the **Merchandise** to the **Seller** and acquire the **Merchandise** from a third party(ies), whereupon the **Seller** shall be obliged to pay **Cargill**:

**(i)** the price established in the **Order** calculated on the quantity of **Merchandise** returned and as may have been paid by **Cargill** to the **Seller** prior to rejection of the **Merchandise**; and **(ii)** all the costs associated to the return of the **Merchandise** delivered by the **Seller**, including but not limited to expenses incurred with taxes, transport, insurance and administrative costs; and **(iii)** the sum resulting from the positive difference, if any, between (a) the price that **Cargill** comes to pay for the **Merchandise** in replacement of that returned, and (b) the price established in the **Order**, calculated on the quantity of **Merchandise** returned.

**7.3.** The delivery of the **Merchandise** must strictly follow the schedule established in the **Order**. Failure to deliver the **Merchandise** in accordance with the schedule established in the **Order** shall give **Cargill** the right (but not the obligation) to consider the **Order and these General Conditions** rescinded.

**7.4.** The **Seller** is obligated to deliver, jointly with the **Merchandise**, the respective certificates of guarantee, analysis, composition and/or quality of the material used for the parts, equipment or components in the manufacture of the **Merchandise** jointly with the **Merchandise** delivered or within 1 (one) business day counted from the date on which it receives written communication from **Cargill** in this sense.

**7.5.** The **Seller** commits to remedy all and any defects in the **Merchandise** that were pointed out by **Cargill** during the guarantee term prescribed in the **Order** or in the **Merchandise** manual, if applicable, and is obligated to replace or repair the **Merchandise** immediately, at its entire and exclusive account and risk, without any onus for **Cargill** during the entire guarantee period.

**7.7.** The **Seller** is responsible for guaranteeing the quality of the **Merchandise** and that it may be fully used for its intended purpose for the term established by current legislation, by the manufacturer, or for the guarantee term established in the **Order**, whichever the greater. Even if the **Seller** is not the manufacturer of the **Merchandise**, the **Seller** shall be jointly liable with the respective manufacturer for meeting the obligations established in this chapter.

#### **8. Delay and Default.**

**8.1.** Should the **Seller** be unable to manufacture, acquire, deliver, or suspects it might face a problem in fully meeting the obligations established in the **Order** or in these **General Conditions**, for any reason, it shall immediately notify **Cargill**, verbally and in writing. Said communication by the **Seller** shall not exempt it, in any way whatever, from any obligation established in the **Order** and/or in these **General Conditions**.

**8.2.** The delay in compliance, by either Party, with any obligations assumed under these **General Conditions**, the **Order** and/or applicable legislation within the timeframe established in these **General Conditions** or in the **Order** shall be automatically characterized upon expiry of the term for compliance with the corresponding obligation, regardless of advice or notice. For the obligations where the fulfillment term was not expressly established in the **Order** or in these **General Conditions**, the delay shall be characterized as of the date on which the **Party** in delay receives written communication from the other **Party**.

**8.3.** The **Seller** shall indemnify **Cargill** or third parties for any loss and damages (moral, material or of any other nature) caused to **Cargill** or a third parties and provably related to actions or omissions by the **Seller** or to an act or fact assignable to the **Seller** and which is in disagreement with that stipulated in these **General Conditions**, in the **Order** or in applicable legislation, and said indemnification shall always be limited to the value of the **Order**.

#### **9. Labor and Social Security Liability.**

**9.1.** These **General Conditions**, as well as the **Order** does not establish nor shall they establish any employment relationship between **Cargill** and the **Seller** and/or its legal representatives, employees, workers or service providers, and the **Seller** shall afford all the labor, social security, land and insurance charges, and shall be liable for the expenses relating to any labor claims brought against **Cargill** in connection with the **Order** or with these **General Conditions**, or with compliance or default on any obligations prescribed in the **Order** or in these **General Conditions**, there being no joint or subsidiary liability or any form of shared liability between the **Parties**.

**9.2.** The **Seller** commits to preserve and keep **Cargill** free and clear of claims, complaints, actions, labor suits and representations of any kind, relating to the activities carried on by the **Seller** or by third parties to meet the obligations of the **Seller** under the **Order** or these **General Conditions**.

**9.3.** Should the **Seller** and/or any party related to the **Seller**, including but not limited to, its partner, legal representative, supplier, client, employee, former employee or any third party creditor of any kind of the **Seller** come to file action, a labor complaint or any other judicial or extrajudicial measure against **Cargill**, the **Seller** hereby shall:

**(i)** appear as defendant to suit; and

**(ii)** pay **Cargill** legal counsel fees and other costs laid down thereby in the defense of its interests in the legal action referred to in this **9.3**, including but not limited to travel, accommodation, food expenses etc.

#### **10. Hypotheses of Rescission / Termination.**

**10.1.** In addition to the other hypotheses of termination prescribed in specific provisions of these **General Conditions**, these **General Conditions** and the **Order** may only be rescinded in the following cases:

**(i)** by either **Party**, in the event of insolvency, filing for or declaration of bankruptcy, application for court-supervised and/or extrajudicial reorganization of the other **Party**, regardless of any prior notice; **(ii)** by **Cargill**, at its discretion, in the hypotheses of (a) any paralyzation of the activities of the **Seller** and/or its suppliers and that demonstrate, at the discretion of **Cargill**, that might adversely affect in some way the provision of the **Services** in the conditions and within the term stipulated in the **Order** and in these **General Conditions**; or (b) default or delay, by the **Seller**, of any of the obligations attributed thereto (**Seller**) in these **General Conditions** or in the **Order**;

**(iii)** by the **Seller**, should **Cargill** fail to make the payments effectively due in the terms of the **Order and these General Conditions** within 30 (thirty) business days counted from the date of receiving written notice sent by **Seller** to **Cargill** for latter to make payment of the past due amount, if applicable.

**10.6.** Any indemnification or fine owed by **Cargill** to the **Seller** under the **Order** and/or of these **General Conditions** shall be limited to 10% (ten) percent of the total price of the **Merchandise**.

**10.7** The **Parties** may, for any or no reason, rescind the present **General Conditions** and/or the **Order**, without paying a fine, provided they send written communication to the other **Party** at least 30 (thirty) days in advance.

**10.8** It is hereby agreed that **Cargill** may automatically terminate, without observing prior notice, the present **General Conditions** and the **Order**, in the event of default by the **Seller** on the provisions established in the present **General Conditions** and in the **Order**.

#### **11. Non-Disclosure.**

**11.1.** The **Seller** shall maintain absolute privacy of all the information disclosed thereto by **Cargill**, including, but not limited to, any data, materials, information, documents and technical specifications which it gains knowledge of or has access to, or which is entrusted thereto, whether or not related to the object of the respective **Order**. This obligation shall remain valid for a further five years after meeting all the obligations of the **Seller** under the **Order and these General Conditions**, or rescission thereof.

#### **12. Notices.**

**12.1.** All notices, requests, applications and other communications sent to either **Party**, relating to these **General Conditions** and/or the **Order** shall be in writing to be deemed valid, and sent to the addresses of the **Parties** specified in the **Order**.

#### **13. General Provisions.**

**13.1.** Neither **Party** 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 assumed under the **Order** or these **General Conditions**.

**13.1.1.** Notwithstanding the provision in clause **13.1** above, **Cargill** is hereby authorized by the **Contractor** to assign or transfer, in whole or in part, any of its rights and/or obligations assumed under the **Order** and/or these **General Conditions** to any company within its economic group.

**13.1.2.** The **Contractor** hereby undertakes, irrevocably and unchangeably, not to assign, give as collateral, securitize or in any way transfer to third parties any credits it may hold against **Cargill** and that are connected to the **Order** and/or to these **General Conditions**, without expressed written authorization from **Cargill**. Any assignment made in default of this obligation shall be deemed lawfully null and void, being considered duly realized all the payments made by **Cargill** directly to the **Contractor** and discharging the obligation of **Cargill**.

**13.2.** Failure by either **Party** to demand compliance with any obligation or condition established in these **General Conditions** or in the **Order** shall be considered mere tolerance, not implying novation, nor the waiver of the right to demand it in the future, and shall not affect the validity of these **General Conditions** and the **Order** and any of its conditions.

**13.3.** The obligations of each **Party** established in these **General Conditions** or the **Order** constitute legal, valid, binding and enforceable obligations in accordance with their very terms, and substitute all prior contracts, proposal, representations, negotiations and understandings, be they verbal or in writing, providing on the object thereof, in whole or in part. The **Order** and these **General Conditions** shall only be amended in writing, with due regard for the following: **(i)** the **Order** can only be altered by sending a rectifying request from **Cargill** to the **Contractor**; and **(ii)** these **General Conditions** can only be altered by way of an amendment signed by the **Parties** or their duly-accredited legal representatives.

**13.4.** Should any provision of these **General Conditions** and/or the **Order** come to be considered null and/or contrary to Brazilian law, by any government authority or court decision, the other provisions shall not be affected and shall remain in force.

**13.5.** All the titles of the chapters, clauses, items or others of these **General Conditions** are merely used as reference and, therefore, shall not affect the content thereof.

**13.6.** The **Contractor** may not use the marks, registered trademarks, logotypes, service marks or other marks owned by **Cargill** in any way whatever, including, among others, advertising, lists of users or client lists, unless the **Contractor** obtains prior written consent from **Cargill**.

**13.7.** The **Parties** hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, as the only courts to accept and judge any query or controversy arising from these **General Conditions** and/or the **Order**, expressly waiving any other court, however privileged it may be. **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](http://www.cargill.com/supplier-code).