

General Conditions for Supplying of Products - Central America

1. Purpose and Application.

1.1. These **General Conditions** establish rights and obligations between **Cargill** and the **Seller**, applicable to specific purchase and sale transactions between **Cargill** and the **Seller**, under the terms of the **Order**. The **Order** and all **General Conditions** constitute, as a whole, in mutual obligations between the **Seller** and **Cargill**.

1.2. Considering the provisions of clause 2.2, the terms and conditions established in these **General Conditions** are complementary to those defined in the **Order** and any Agreement executed between the **Parties** ("Agreement") and represents an integral and inseparable part of the **Order**, as if they were transcribed on it. The terms and conditions established in these **General Conditions** and terms and conditions established in the **Order**, shall be binding for the **Parties** and generate irrevocably effects upon the occurrence of one of the following conditions: (i) upon response from the **Seller** to **Cargill** implying its intention to provide services to **Cargill**; (ii) upon accepting the **Order** forwarded by **Cargill** to the **Seller**, either written, oral or by any electronic means; (iii) upon the **Seller's** signature of any **Order**; (iv) upon acceptance of these **General Conditions** and **Order** through **Cargill's** services provision website; or (v) the **Seller** starts a products supplying or complying with any obligation linked to the **Order** or these **General Conditions**.

1.3. In addition to arrangements and supplying forms of the **General Conditions** presented in clause 1.2, these can also be found at **Cargill's** website: <https://www.cargill.com/page/cargill-po-terms>.

2. Definitions and Interpretation Modes.

2.1. For the purposes of these **General Terms** and of the **Order**, the terms in bold and initial capitals shall be read under the definitions below:

(i) "**Cargill**" refers to the Legal Entity identified as the **Purchaser** in the **Order**.

(ii) "**General Conditions**" refers to the present means these General Conditions of Products Supply, which establish the rights and obligations of **Seller** and **Cargill** applicable to the purchase and sale made between **Cargill** and the **Seller** through the **Order**.

(iii) "**Product**" refers to all equipment, goods, machinery, and other assets that are object of the **Order**.

(iv) "**Order**" refers to the purchase order issued by **Cargill** containing the specific conditions of sale and purchase of the **Products** specified therein.

(v) "**Party**" refers to **Cargill** or the **Seller**, when separately and indistinctly referred to.

(vi) "**Parties**" refers to the **Seller** and **Cargill**, whenever mentioned together.

(vii) "**Seller**" refers to the legal or natural entity identified as **Seller**, in the **Order**, responsible for providing the products listed on the **Order** as well.

2.2. In case of discrepancy or conflict between these **General Conditions** or the **Order** provisions, or between these **General Conditions** and any other communications, documents or instruments exchanged, sent to or received by **Cargill** and/or the **Seller**, directly or indirectly related to supplying the Product comprised by the **Order**, the provisions set out in the **General Conditions** shall prevail. In case of discrepancy or conflict between the **Order** provisions and any other communications, documents or instruments exchanged, sent to or received by **Cargill** and/or the **Seller**, directly or indirectly related to supplying the Product comprised by the **Order**, the provisions set out in the **Order** shall prevail.

3. Validity.

3.1. The **Order** and these **General Conditions** shall come into force under the provisions of clause 1.2, with expressly acceptance of the **Order** and **General Conditions** herein, and shall remain in force until the date specified in the **Order**, or until full compliance with the **Order** and the **General Conditions** herein, whichever occurs last, meeting all provisions of these **General Conditions** and the **Order**.

4. General Liabilities of the Seller

4.1. The **Seller** undertakes to:

(i) comply with all terms and obligations set forth in the **Order** and with all those ones set forth in these **General Conditions**;

(ii) submit the Product (s) in strict compliance with the specifications and/or descriptions provided in the **Order**, including but not limited to, trademark, naming, quantity and packaging;

(iii) deliver the Product (s) within the time limits stated in the **Order**;

(iv) comply with the guidelines established by **Cargill** for suppliers management, which shall be duly informed to the **Seller**.

(v) not to use child labor or similar to slave labor, for fulfillment of the obligations linked to the **Order** and the **General Conditions**, in manufacture, purchase and/or delivery of the **Product** (s);

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

(vii) perform their activities in accordance to the rules, requirements and agreements from public authorities, exempting **Cargill** from any responsibility due to non-compliance or non-observance;

(viii) indicate the **Order** number in all documents related to the **Order** and the **General Conditions**, including but not limited to: bills, invoices, confirmations of shipment/dispatch, way bills, receipts, negotiable bills, correspondence etc.;

(ix) mark or provide marks for all packages, containers or other packaging materials that contain the Product, in whole or in part, with the invoice number which follows the **Order**, unless otherwise expressly waived and provided in the **Order**;

(x) packing and provide package of the **Product** (s) in appropriate material, according to the type of **Product** sold, or even as indicated in the **Order**;

(xi) provide **Cargill**, along with the **Product** (s), all documents, manuals, certificates and instructions required, so as to **Cargill** can use the **Product** (s);

(xii) submit all invoices (s) of the **Product** (s) along with the shipped product (s), duly stamped and approved by every Tax Office of all states, wherever the **Product** (s) may pass by; and

(xiii) arrange the Product (s) to be received by **Cargill** in accordance with the specifications and/or conditions established in the **Order**, being the **Product** (s), in all cases, fit to full use for the intended purpose;

(xiv) keep valid and enforceable, and comply with all requirements and conditions of all licenses and permits required to fulfill their obligations under the **Order** and the **General Conditions**;

(xv) provide insurance for the **Product** (s) from a reliable, reputable, qualified insurance company, covering risks of theft, fire, windstorm, flood and other force majeure events, as well as shipping insurance for the Product (s), in all cases, under value no lesser than the price of the products, and to submit to **Cargill**, within two (2) business days from its request, the respective policy, except in cases which the **Order** settles that the responsibility for insurance contracting falls on **Cargill**;

(xvi) do not violate any intellectual property right or any other nature held by third parties in the exercise of their activities and in fulfilling the **Order** and these **General Conditions**;

(xvii) indemnify **Cargill** from any loss arising from non-compliance of the obligations taken by the **Seller** under these **General Conditions** and the **Order**;

(xviii) do not violate any intellectual property rights or any other nature held by third parties in the exercise of their activities and in fulfilling the **Order** and these **General Conditions**;

(xix) indemnify **Cargill** from any loss arising from non-compliance of the obligations taken by the **Seller** under the **General Conditions** and the **Order**; and

(xx) comply with all laws, statutes, rules, codes, orders and existing immigration regulations ("Immigration Laws"). Moreover, the **Seller** shall maintain all records required for compliance with the Immigration Laws, within the effectiveness of the **General Conditions** herein, **Order** or Agreement.

5. Taxes.

5.1. All taxes levied on the purchase and sell of the **Order** and these **General Conditions** subject matter shall be collected by the taxpayer or their representative, according to the tax rule in force, provided that in no case total **Order** values shall include taxes.

6. Ethics and Anti-corruption provisions.

6.1. The **Seller** is aware that the Foreign Corruption Practice Act, outside the United States, and the anti-bribery and anti-corruption laws of other jurisdictions (jointly with FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe penalties, the payment, offer, promise of payment or authorization of payment or offer of money or any other value, directly or indirectly, through other parties, to any official (as following defined), political party, political party official or any candidate for any public office, in order to influence them to affect in their official capacity, or inducing them to use their influence to help anyone.

6.2. The **Seller**, in the performance of the obligations provided by these **General Conditions** shall not violate the FCPA or any other Anti-Bribery Laws in force, and/or pay, offer, promise to pay or authorize paying or offering money or any other value, either directly or indirectly: (i) to no Governmental Authority (as defined below); (ii) neither to any political party, political party official or candidate for public office, in order to obtain or retain business or to gain an undue advantage to **Cargill**.

6.3. No part of funds paid by **Cargill** to the **Seller** shall be used for any purposes that violate the FCPA, any existing Anti-Bribery Laws or any other laws applicable to the **Seller** regarding products purchased by **Cargill**.

6.4. By the start of these **General Conditions** and/or the **Order**, none of the owners, officers, directors, managers or employees would represent a Governmental Authority (as defined below), political party official or candidate for public office. During these **General Conditions** and **Order** effectiveness, the **Seller** agrees to written notify **Cargill** whether one or more of its owners, officers, directors, managers or employees becomes a Governmental Authority (as following defined), political party official or candidate for public office.

6.4.1. Governmental Authority means any officer or employee from a government, international public organization, or from any department or agency from the aforementioned entities, or a company owned by, totally or partially controlled by a government, including any person acting in official capability on behalf of such entities ("Governmental Authority").

6.5. **Cargill's** Provider Conduct Code is in Appendix I of this instrument, given the **Seller**, in this act, irrevocably, declares knowing and accepting it in all its terms, and is obliged to be a business responsible, with integrity and transparency, fulfilling *in totum* the provisions in **Cargill's** Provider Conduct Code.

7. Responsibility, Delivery and Guarantee of the Product.

7.1. The **Seller** is solely responsible and undertakes to (i) deliver the Product (s) in strict accordance with the conditions, specifications and descriptions of the **Order** and these **General Conditions**, free and clear of liens of any kind, business or court, and (ii) arrange the Product (s) to be fit for full use, by **Cargill**, for the intended purpose;

7.1.1. In the event the Product (s), in whole or in part, is (are) in non-compliance with conditions, specifications and descriptions stated in the **Order** and these **General Conditions**, or do not meet their full use and intended purpose, and/or are not free of liens of any kind, **Cargill** shall have the right (but not the obligation) in an automatic way, to (i) regard terminated these **General Conditions** and **Order**, in which case the provisions of Chapter 10 of the **General Conditions** shall apply; or (ii) reject the

Product (s) delivered under non-compliance with conditions, specifications and descriptions of the **Order** and these **General Conditions**, in which case it the provisions of clause 7.1.2 thereof shall apply.

7.1.2. As provided in item (ii) of clause 7.1.1 above, the **Seller** shall be obliged to deliver to **Cargill** the quantity of **Product (s)** equivalent to those rejected, however in compliance with the conditions, specifications and descriptions of the **Order** and these **General Conditions**, within three (3) business days from the date of receipt of **Cargill's** written notification, bearing the **Seller** all costs associated with replacement. In the event the **Seller** fails to replace the **Product (s)** within the period specified in this clause, **Cargill** will have the right (but not the obligation), regardless of any formality or notice to **Seller**, to return the **Product (s)** to the **Seller** and purchase the **Product (s)** from third parties, in which case the **Seller** shall be obligated to pay **Cargill**:

(i) the price defined in the **Order**, calculated on the amount of **Product (s)** returned and by any form paid by **Cargill** to the **Seller**, prior to the **Product (s)** rejection; and (ii) all costs caused by the return of **Product (s)** delivered by the **Seller**, including but not limited to taxes, transport, insurance and administrative costs; and (iii) the amount resulting from the positive difference, if any, between (a) the price to be paid by **Cargill** regarding the **Product (s)** replacing the returned one, and (b) the price established in the **Order**, calculated on the amount of returned **Product (s)**.

7.2. **Cargill** will have the right (but not the obligation) to inspect the manufacturing and/or purchase of **Product (s)** and monitor their delivery. The right for inspection provided in this clause does not exempt or restrict the **Seller's** liability for occasional losses caused to third parties or to **Cargill**, resulting from any defects in the **Product (s)**. As **Cargill** reports the **Seller's** **Product (s)** defect (s) in addition to the provisions of clauses 7.1 through 7.1.2 above, the **Seller** shall be required to indemnify third parties and/or **Cargill** from any losses related to the said defect.

7.3. The **Product (s)** delivery must follow strictly the schedule established in the **Order**. Failure to deliver the **Product (s)** according to the schedule established in the **Order** will give **Cargill** the right (but not the obligation) to consider the **Order** and these **General Conditions** terminated. The **Seller** shall be sole responsible from every and all losses arising from any delay in delivering the **Product (s)**, including damages, fines and/or penalties incurred to **Cargill** due to damages caused to **Cargill** and third parties.

7.3.1. **Seller** shall notify **Cargill** immediately upon receiving the **Order** whether they will be able to comply with the specified delivery date, and in case the **Seller** fails to comply with such deadline according to what had been informed, **Cargill** shall be entitled to cancel the **Order** and/or these **General Conditions** without any liability before the **Seller**. In the case of default in the delivery date, **Seller** shall pay to **Cargill**, as a fine, 1% (one percent) of the total value of **Services** per each day of default in the delivery, being such amount automatically deducted from any value yet to be paid by **Cargill** and the **Seller** hereby acknowledges and fully accepts this deduction.

7.4. The **Seller** undertakes to deliver, along with the **Product (s)**, all certificates of guarantee, analysis, composition and/or quality of material related to the manufacture of parts, equipment, components or parts used for manufacturing the **Product (s)**, along with the shipped **Product (s)**, within one (1) working day from the date of receiving **Cargill's** written notice.

7.5. The **Seller** agrees to repair any and all defects in the **Product (s)**, indicated by **Cargill** during the term of guarantee, provided in the **Order** or in the **Product (s)** manual, if any, being obliged for immediate replacing or repairing of the **Product (s)**, at its sole and exclusive risk, and with no charges to **Cargill** during the term of guarantee.

7.6. In the event the **Seller** fails to provide the repair or replacement as established in clause 7.1.1 above, then, within 10 (ten) days from the date of receiving of **Cargill's** communication requesting repair or replacement, **Cargill** is authorized to contract third parties to do so, being the **Seller** obliged to indemnify **Cargill**, within five (5) days from **Cargill's** written request, all costs, direct and indirect, incurred in the mentioned repair or replacement, including, but not limited, to the purchasing of products to replace the defective **Product (s)**. In case the **Seller** replaces the defective **Product (s)**, or whose replacement costs the **Seller** pays to **Cargill**, then the **Seller** is entitled to take the replaced defective **Product (s)** back.

7.7. The **Seller** shall be responsible for ensuring the quality of the **Product (s)** and that they can be fully used and for the intended purpose, within the term specified by the law in force, by the manufacturer, or the term of guarantee stated in the **Order**, whichever the longer. Even if the **Seller** is not the **Product (s)** manufacturer, the **Seller** shall respond jointly with the respective manufacturer for the obligations set forth in this chapter.

8. Default and Non Performance.

8.1. In the event that the **Seller** is unable to manufacture, purchase, deliver or suspect any issues concerning the fulfillment of the obligations determined in the **Order** or within these **General Conditions**, due to any reason, **Cargill** shall be immediately notified, orally and in writing. Such notice issued by the **Seller** shall not exempt it, under no circumstances, from any obligation determined within **Order** and/or under these **General Conditions**.

8.2. Fail in fulfilling, by either **Parties**, of any obligations undertaken under these **General Conditions**, related to the **Order** and/or the applicable legislation within the terms determined in the present **General Conditions** or within the **Order**, shall remain effective, indefinitely, by expiration of the term intended for the performance of the corresponding obligation, regardless of notice issuance. For obligations whose fulfillment term is not expressly determined in the **Order** or the **General Conditions**, any default shall remain effective from the date the **Party** in default receives a written notice from the other **Party**.

8.3. The **Seller** shall indemnify **Cargill** or any third parties for any losses and damages (default, material or of other nature) caused to **Cargill** or to any third parties and related to actions and omissions of the **Seller**, or actions or events attributable to **Seller** and which are in disagreement with the information provided in the **General Conditions**, the **Order** or in the applicable legislation.

8.4. Without losses for the provisions of clause 10.3 below, in case of non-performance or default concerning the obligations of the **Seller** under these **General Conditions** or those of the **Order**, **Cargill** shall be, from now on, authorized by the **Seller**, irrevocably and irreversibly, to withhold any due payments to the **Seller**, under these **General Conditions** and/or the **Order**, until all obligations are remedied by the **Seller** and until the due amounts are paid to **Cargill**, under the terms of these **General Conditions** and the **Order**.

9. Labor and Social Security Liability

9.1. These **General Conditions**, as well as the **Order**, do not determine and shall not determine any employment bonds between **Cargill** and the **Seller** and/or its legal representatives, employees, agents or service providers, being the **Seller** obliged to undertake all labor, social security, land and insurance charges, as well as assume all expenses related to any labor claims that **Cargill** may experience and which are related to the **Order** or to these **General Conditions**, or to the performance or non-performance of any obligation provided within the **Order** or under these **General Conditions**, without any solidarity or subsidiary liability or any type of liability bond between the **Parties**.

9.2. The **Seller** is obliged to guard and hold **Cargill** exempt from any liability concerning claims, demands, legal actions, labor claims and representations of any nature, related to the activities carried out by the **Seller** or by any third parties aiming at fulfilling the **Seller's** obligations, under the **Order** or under these **General Conditions**.

9.3. In the event the **Seller** and/or any third party related to the **Seller**, including but not limited to its partner, legal representative, supplier, customer, employee, former employee or any third parties on behalf of the **Seller** holds a legal action, labor claim or any other legal or extralegal measure against **Cargill**, the **Seller** shall be, from now on, obliged to:

(i) bear the consequences of this action; and

(ii) pay **Cargill** all attorney fees and other expenses concerning the defense of its interests by means of a legal action, to which this provision 9.3 refers to, including, but not restricted to, traveling expenses, lodging, feeding etc.

10. Termination/Rescission

10.1. In addition to other termination terms provided in the specific provisions herein, these **General Conditions** and **Order** may only be terminated in the following circumstances:

(i) by either **Party**, in the event of insolvency, bankruptcy order or adjudication, extra-judicial and/or court recovery request of the other **Party**, regardless of any notification in advance; (ii) by **Cargill**, at its sole discretion, in the event of (a) any stoppage of the **Seller** and/or its suppliers, demonstrating they may impact in any way the **Product (s)** supply under the conditions and within the time stipulated in the **Order** and in the present **General Conditions**; or (b) non-compliance or default by **Seller** of any obligations granted to it (**Seller**) in these **General Conditions** or in the **Order**;

(iii) by the **Seller**, in the event **Cargill** fails to pay in the terms of the **Order** and of these **General Conditions** within 30 (thirty) business days from the receipt of the written notification issued by the **Seller** to **Cargill**, in order to perform the payment of the overdue value, if applicable.

10.2. It shall not apply to the **Parties** the payment of fines or indemnification in the event of termination based on sub item (i), from the clause 10.1 above, however, in the observance of all obligations assumed previously to termination, in the scope of these **General Conditions** and of the **Order**.

10.3. Upon termination from items (ii) or (iii) from the clause 10.1 above, the offender **Party** shall be subject to the payment of a non-compensatory fine corresponding to 5% (five per cent) of the **Order** total amount, besides the reimbursement and/or indemnification of the losses incurred by the innocent **Party** arising from the default, without prejudice of indemnifications and penalties provided in these **General Conditions** and **Order**.

10.4. In the event of termination of these **General Conditions** and the **Order**, not excluding other penalties and indemnities defined in the **General Conditions** and/or the **Order**, the **Seller** shall be obliged to deliver the **Product (s)** whose price has already been paid or, at discretion of **Cargill**, **Cargill** shall return all amounts paid by it, added monetary restatement under IGP-M/FGV index, or the index that may replace it.

10.5. Except for the cases of willful misconduct or gross negligence, the **Parties** shall not be liable for the payment of indemnification for loss of profits, indirect or incidental damages to the other **Party**.

10.6. Any compensation or penalty payable by **Cargill** to the **Seller** under the **Order** and/or these **General Conditions** shall be limited to 10% (ten percent) of the price of the **Product (s)** total.

10.7. The **Parties** may, for any reason or no reason, terminate these **General Conditions** and/or the **Order** without payment of fine, provided that the **Party** notify in writing the other party at least thirty (30) days in advance.

11. Confidentiality.

11.1. The **Seller** shall maintain absolute confidentiality with respect to all information that may be disclosed by **Cargill**, including, but not limited to any data, materials, information, documents and technical specifications which may have knowledge or access, or which may be trusted, whether or not related to the object of their respective **Order**. Such obligation shall remain valid for five years after the **Seller** fulfills all obligations under the **Order** and the **General Conditions**, or at their termination.

12. Notifications.

12.1. All notices, requests, demands and other communications sent to either **Parties** relating to the **General Conditions** and/or the **Order** shall be in writing to be considered valid and sent to the addresses listed in the **Order**.

13. General Provisions.

13.1. Neither **Party** shall assign or transfer, without prior written consent of the other **Party**, in whole or in part, any rights or obligations contracted under the **Order** or the present **General Conditions**.

13.1.1. With no losses for the provisions of 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 contracted under the **Order** and/or these **General Conditions**, to any business corporation member of its economic group.

13.1.2. The **Seller** hereby undertakes, irrevocably and irreversibly, not assign, give as guarantee or loan, or by no form transfer to third parties any claims it holds against **Cargill** and which are related to the **Order** and/or the **General Conditions**, without the express written permission of **Cargill**. Any assignment made in breach of this obligation shall be considered null and void, being regarded regularly carried all payments made by **Cargill** directly to the **Seller**, and released from **Cargill's** liability.

13.2. The non-obligation, by either of **Parties**, regarding the fulfillment of any obligation or condition stated in these **General Conditions** or in the **Order**, shall be considered mere tolerance, not implying novation thereof, neither waiver, to any right to demand it in the future, not affecting the validity of these **General Conditions** and the **Order**, and of any provisions thereof.

13.3. The obligations of each **Party**, established in these **General Conditions** or in the **Order**, constitute legal, valid, binding and enforceable obligations according to their terms, and supersede all prior agreements, representations, negotiations and understandings, whether oral or writing, disposing, in whole or in part, its object. The **Order** and these **General Conditions** may be modified only in writing, provided that: (i) the **Order** can only be changed through sending of a rectification request by **Cargill** to the **Contracted Party**; and (ii) these **General Conditions** may be changed only through amendment signed by the **Parties** or their authorized legal representatives.

13.4. In the event that any provision of these **General Conditions** and/or **Order** may be deemed as null and/or contrary to the Brazilian law, by any governmental authority or court decision, the remaining unaffected provisions shall remain in force.

13.5. All names of chapters, clauses, sections or other items in these **General Conditions** are used as references only, and therefore will not affect the content thereof.

13.6. The **Seller** may not use any brands, trademarks, logos, service marks or other proprietary marks of **Cargill**, in any ways, including, among others, advertisements, user lists or customer lists, unless the **Seller** obtains prior written consent from **Cargill**.

13.7. The Courts of the Judicial District of São Paulo, State of São Paulo, shall be elected as sole competent to knowing an judging any doubt or controversy regarding the **General Conditions** and/or the **Order**, expressly rejecting any other establishment, independently of its current or future privileges. **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.

ATTACHMENT

CARGILL PROCUREMENT & INVOICING REQUIREMENTS

Cargill utilizes an electronic system for all invoices, purchase orders, change orders and other required documents between Cargill and Supplier. This system allows the parties to quickly transact required documentation in an efficient and effective manner. If requested by Cargill, Supplier will be required to utilize this electronic system as described below, for all requested transactions between Supplier and Cargill.

1. E-Commerce Provider

In addition to the obligations contained in this contract, if requested by Cargill, Supplier will also be required to utilize Cargill's e-commerce service provider, currently SAP Ariba, Inc. or other provider as may be communicated by Cargill to Supplier ("E-Commerce Provider").

The E-Commerce Provider will operate and maintain a software as a service solution, as an example the Ariba Network (the "Network"). Supplier will utilize the Network to enter transactional information between Cargill and Supplier, including but not limited to purchase orders, changes requests, advanced ship notices, order confirmations, invoices, catalogs and/or any other information as requested by Cargill.

2. Supplier Responsibilities

To access the Network, Supplier must engage and contract directly with the E-Commerce Provider. The E-Commerce Provider may require a fee to access the Network. The E-Commerce Provider will be responsible for the Network and Cargill will have no liability in regard to the Network or the actions or inactions taken on the part of the E-Commerce Provider. Supplier's sole recourse in regard to the Network will be with the E-Commerce Provider.

3. Catalog Enablement Process

If requested, Supplier will partner with Cargill in the establishment of an external catalog between the parties. Supplier agrees to commit necessary resources to complete the catalog within a mutually agreed timeline. After creation of a complete catalog, Supplier agrees to maintain the accuracy of the catalog in accordance with this Agreement or as directed by Cargill.

In addition Supplier will implement appropriate technology security measures, as directed by Cargill, to safeguard Cargill's information.