

PURCHASE ORDER TERMS AND CONDITIONS

GENERAL: 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 the Vendor and Purchaser and supersede (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 parties have expressly agreed in a separate written agreement, in which case the terms and conditions of that written agreement apply and supersede these standard Purchase Order Terms and Conditions) and (ii) any additional or conflicting terms contained on Vendor's acknowledgment, confirmation, invoice or similar documents.

1. **PRICE:** Price and delivery terms are as stated on the face of the Order. 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, and (iii) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. If Purchaser or Purchaser's customer is required to pay any taxes or other impositions, Vendor will promptly reimburse Purchaser. Notwithstanding the foregoing, Purchaser shall pay VAT and any other tax, if applicable.

2. **ADVICE OF DISPATCH:** A full and comprehensive dispatch advice notice shall be sent to stores or concerned department of the Purchaser ("Purchaser Stores"). Instructions regarding dispatch and Insurance as mentioned in this Order should be complied with and the packing slips giving reference of Purchaser order number shall be included securely with the goods in closed envelopes.

3. DELIVERY TERMS:

(i) **Place of Delivery:** The goods/services shall be delivered/performed strictly as per the instructions in the Order. All goods/services should be delivered/performed at Purchaser Stores before 2.00 p.m. on weekdays except that no deliveries/dispatches shall be made or accepted on Sundays or holidays at Purchaser premises.

(ii) **Delayed Delivery:** The time and date of delivery/performance as stipulated in the Order shall be deemed to be the essence of the Order. In case of delay in performance of its obligations by the Vendor, or any extension granted by the Purchaser, the Purchaser shall at its option either:

a. accept delayed deliveries at price reduced by a sum/percentage(%) mentioned in the Purchase Order for every week of delay or part thereof; and/or

b. cancel the Order in part or in full and purchase such cancelled quantities from open market at the prevailing market price at the risk and cost of the Vendor without prejudice to its other rights available under this Order or applicable law; and/or

c. refuse to accept the goods/services delivered beyond the delivery date and claim/set-off the difference between the prevailing market price and contracted price of such quantity delivered belatedly by the Vendor. (iii) The goods/services shall correspond with the specification provided by Purchaser in full details otherwise the same shall be liable to be rejected and the Vendor shall be deemed to have failed to deliver the goods/services in breach of the Order. The Purchaser shall in that event at its sole and absolute discretion, will be entitled to either purchase such goods/services from other sources on Vendor's account, in which case, the Vendor shall be liable to pay to the Purchaser any difference between the price at which such goods/services have been purchased and the price calculated at the rate set-out in this Order or to hold the Vendor liable to pay the Purchaser damages for non-delivery of goods/services.

(iv) **Packing goods supplied against this Order must be suitably and properly packed (conforming to special conditions stipulated by the Purchaser, if any, for safe and/or undamaged transport by road or rail.)**

4. **EXAMINATION OF GOODS:** 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 at law or in equity. Further, acceptance of goods or services will not waive any rights or remedies at law or in equity 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.

5. TRANSIT INSURANCE: In case insurance is not included in Vendor's scope Vendor must furnish details such as reference, Lorry Receipt, Note No., nature of packing, number of cases, gross weight net weight, train carrying the goods, value of the goods dispatched etc. immediately on dispatch to Purchaser's office to take up insurance in case of goods sent by Regd. Post, the Regd. Post parcel No. should be furnished to the Purchaser with a packing slip when action will be taken to insure the goods. This procedure will be adopted unless specially advised by the Purchaser to the contrary.

6. INSURANCE: Vendor agrees that during the term of its performance here under, it shall, at its sole cost, maintain worker's compensation insurance and other legally required insurance in accordance with and meeting requirements of applicable law.

7. INVOICES/BILLING INSTRUCTIONS: All bills/Tax invoices/Bill of Supply for supplies/services made bearing VAT registration number of the Vendor should be marked to concerned Manager or as mentioned in Order (quaduplicate) duly endorsed with Order, Reference Number and Date and be accompanied by advice of dispatch detailed packing list. 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 60 calendar days after receipt of the applicable invoice or receipt of the goods (or performance of the services), whichever is later or within such lesser period of time as is required by law. Payments may be withheld by Purchaser on account of (i) defective goods or services not remedied, (ii) claims made or filed, (iii) unsatisfactory performance, (iv) failure of Vendor to pay any subcontractors, (v) holdbacks resulting from compliance with applicable construction lien and builders' liens legislation, or (vi) any amounts owed by Vendor to Purchaser or its affiliates.

The act of depositing or cashing any payment made by Purchaser shall constitute Vendor's release of any lien rights and any and all claims arising prior thereto which Vendor may have against Purchaser or Purchaser's inventory, Equipment, or property for the goods or services for which payment was made. Vendor agrees to reconcile all amounts due from Purchaser in writing within 120 days of the initial invoice or 120 days after the receipt of the goods (or performance of the services), whichever is earlier. Vendor agrees that if it does not bring amounts due to Purchaser's attention in writing within such time frame, it waives any rights to such claims, regardless the validity of the claims.

Vendor must follow the billing instructions carefully and correctly to enable early settlement of its dues. Disregard of the same may involve delay in such settlement. Vendor must mention the following information in its bill/ tax invoice/bill of supply:

(i) Vendor Code Number

(ii) Purchase Order Item Number

(iii) Material Code Number, if any. The above mentioned information will be always available in this Order sent to him. One copy of above document is to be sent to Purchaser at No. 109/1, Kahanthota Road, Pittugala, Malabe-10115, Sri Lanka along with an email to CSSP_India_Buying@Cargill.com.

8. TAXES

Purchaser will have no responsibility for any taxes not itemized on the face of the Order. Purchaser is not responsible for any franchise-related taxes or taxes based on Vendor's gross or net income. 9. WARRANTY: 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)/state(s) of manufacture, country(ies)/state(s) of intended use and country(ies)/state(s) 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 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 (a) in a professional and workmanlike manner and (b) 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. follow Purchaser's Supplier Code of Conduct, found at www.cargill.com/supplier-code;
 - b. 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;
 - c. 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;
 - d. at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services and if Vendor is performing services on Purchaser's premises, comply with all of Purchaser's environmental, health and safety rules, including all safety precautions and programs in connection with the performance of this Order, over persons and property within that portion of Purchaser's premises where the services are being performed ("Service Location");
 - e. notify Purchaser if any drawings and specifications are at variance with any applicable laws, rules, regulations, codes and ordinances bearing on the performance of the services; in addition at its own cost, obtain and maintain all necessary permits, licenses or other approvals and give all notices legally required to provide the services;
 - f. 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;
 - g. be solely responsible for the handling, transportation and disposal of and maintain title and ownership to all materials, substances and chemicals not incorporated into the final goods or finished services that Vendor or any subcontractor brings onto Purchaser's premises and any waste generated or resulting from the use thereof. Vendor agrees not to dispose or permit the release of any materials, substances or chemicals (or any waste generated or resulting from the use thereof) on Purchaser's premises. Additionally Vendor agrees to 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;
 - h. inspect any Purchaser-supplied equipment, tools, scaffolding and/or other materials ("Purchaser Materials") and not use any Purchaser Materials unless they are suitable for the intended use and comply with all applicable laws, rules, regulations, codes, ordinances and orders. Vendor will return all Purchaser Materials to Purchaser in a like condition in which they were borrowed;
 - i. to the extent possible, physically separate the Service Location from the remainder of the Purchaser's premises and 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. At least once daily, Vendor will 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; and
 - j. 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) These warranties are in addition to those implied by or available at law to Purchaser and shall exist notwithstanding the acceptance and/or inspection by Purchaser of all or part of the goods or services.

10. RIGHT OF THE PURCHASER TO SET OFF: In the event, the Vendor fails to deliver the goods/services in accordance with the terms of this Order, the Purchaser shall have the right to cancel the Order forthwith and claim refund of any payment

made by the Purchaser as advance or otherwise to the Vendor under the Order. The Purchaser shall also have the absolute right to withhold, adjust, and/or set-off any payment required to be made by the Purchaser to the Vendor under this Order or any other purchase order entered into between the parties against the cost, losses, damages etc. suffered by the Purchaser due to the failure of the Vendor to deliver the goods/services in accordance with the terms of this Order, and the Vendor expressly waives any objections it may have in this respect.

11. 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 insolvency law.

12. NO ASSIGNMENT: Vendor may not assign or subcontract its rights and obligations under the Order without the prior written consent of Purchaser.

13. FORCE MAJEURE: Each party may be excused from a failure to perform or a delay in performance, in whole or in part, in the event of, and to the extent that, acts of God, disease, war, riot, fire, explosion, accident, flood, sabotage, compliance with governmental laws or regulations, change of governmental law or regulation, orders or action, national defense requirements, or any other event beyond the reasonable control of such party which prevents the manufacture, shipment, acceptance or use of any goods or services hereunder (each a "Force Majeure" event).

However, this section is not intended to buffer a party against the normal risks inherent in commercial contracts, including strikes or personnel disputes within the party claiming Force Majeure.

Furthermore, any default or non-performance of sub-contractors or suppliers of the Vendor or Purchaser (other than as caused by a Force Majeure event suffered by such sub-contractors or suppliers) shall not constitute an event beyond the reasonable control of the Vendor. If possible under the circumstances, 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 such event, specifying its nature and anticipated duration. Notwithstanding, if as a direct result of a Force Majeure Event, either Party fails to carry out or observe any of the terms and conditions of the Order, such failure or omissions shall not be deemed a breach of the Order, and the affected party's obligations may be suspended insofar as the parties agree that performance of such obligation is impracticable. Further, the party claiming excuse from performance shall be responsible for insuring against any damage or loss incurred due to delay.

Nothing in this section shall alleviate the party claiming excuse from performance for loss or damage to any goods in its possession. If Vendor's or Purchaser's performance is excused or delayed for more than 30 calendar days, Purchaser may, at Purchaser's option, terminate the Order by giving written notice, which termination will become effective upon receipt of such 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. DISPUTE&JURISDICTION: The laws of Sri Lanka, disregarding any conflict of law rules in that jurisdiction, will govern this Order. Any dispute arising from this Order will be exclusively resolved in the courts of Sri Lanka..

15. LIMITATION OF LIABILITY: In no event shall Purchaser be liable to Vendor, or to Vendor's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature(including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons)whether arising out of breach of contract, warranty, tort(including negligence, failure to warn or strict liability),contribution, indemnity, subrogation or otherwise.

16. All spare parts should carry the following:

(i) Name of the Machine

- (ii) OEM/Party's name
- (iii) Sr.No.as per the catalogue
- (iv) Purchaser's Order No. and date and
- (v) Quantity all relevant information.

17. WORKS CARRIED OUT IN PURCHASER'S FACTORY OR PREMISES BY THE VENDORS REPRESENTATIVES ETC.: Agent representative or employees of the Vendor who in pursuance of the Order have to work in Purchaser's Factory/Premises will be subject to the rules and regulations existing in the Factory/Premises. The Purchaser shall not be liable for any accident which may cause to the Vendors personnel.

18. INTELLECTUAL PROPERTY RIGHTS:

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.

19. OWNERSHIP OF INVENTIONS. With respect to new or modified goods/services, all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), (i) based upon or arising from Purchaser's information, or (ii) developed specifically for Purchaser, will belong to Purchaser regardless when they are created. In the event that Vendor produces works of authorship 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. 20. 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.

21. Risk of loss and/or damage to any goods furnished here under shall be upon Vendor until the goods are physically delivered to Purchaser's facility specified on the face of the Order and accepted by the Purchaser.

22. INDEMNIFICATION: To the fullest extent permitted by law, 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, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) any non-conforming good or services; (ii) 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; (iii) any leak or spill of any materials, substances or chemicals while being transported or delivered to Purchaser or while on Purchaser's premises; (iv) any breach by Vendor of any term or condition contained in the Order; (v) the use of any Purchaser Materials or person in the employ of Purchaser to perform any services under the Order and/or (vi) 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. In the event the goods or services, in Purchaser's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Vendor shall further provide Purchaser one of the following forms of relief to be chosen by Vendor: (a) obtain a license on Purchaser's behalf to continue to use or sell the goods or services; (b) redesign the goods or services so that they do not infringe or misappropriate; or (c) refund Purchaser the price paid for the goods or services in question. Without limiting the foregoing, Purchaser may require Vendor to re-deliver against non-conforming goods or re-execute nonconforming services at Vendor's cost and expense.

23. 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. 24. BUILDERS' LIEN ISSUES: If applicable, Vendor agrees to comply with applicable Construction Lien and Builders' Liens legislation. Such Construction Lien and Builders' Liens legislation shall govern the payment of monies by Purchaser to Vendor. Prior to final payment under this Order, Vendor shall provide to Purchaser a statutory declaration that all subcontractors, all suppliers and material men, and all assessments under applicable Workers' Compensation and Workplace Safety and Insurance legislation have been paid in full.

25. 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.

26. 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.

27. 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.

28. Unless a specific objection to each of the terms of this Order is raised within 24 hours from the date of Purchase order/email under which this Order is sent, it shall be deemed to be accepted in full.

29. LANGUAGE: The Parties agree that in the event of any inconsistency between the English language and the other language version, the English language version shall prevail.

30. ORIGIN CONTROL: Vendor represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the US, EU, UN, or the country of origin of the goods (Sanction Laws). Vendor undertakes (i) that Vendor and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Purchaser, or any US parent company of Purchaser, to be in contravention of applicable Sanction Laws. Vendor agrees to cooperate with Purchaser's reasonable requests for information or documentation to verify compliance with this clause.