

CARGILL'S PURCHASE ORDER TERMS AND CONDITIONS - OUTSIDE EU

1. **APPLICABILITY AND TERMS OF ORDER.** These terms and conditions (which include the terms and conditions on the face of the applicable Purchaser's Purchase Order ("Order") set forth and are applicable to the entire understanding between the Vendor and Purchaser and supersede all other prior agreements, written or oral, between the Vendor and Purchaser with respect to the subject matter of this Order (except where the Order explicitly incorporates or references a written agreement between Vendor and Purchaser, in which case the terms and conditions of that written agreement apply and supersede these standard Purchase Order Terms and Conditions). Application of any other general terms and conditions of the Vendor by virtue of reference contained on Vendor's acknowledgment, confirmation, invoice or any other documents or form whatsoever is explicitly excluded.

2. **WARRANTIES.** Vendor warrants that:

(i) the goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof, to the extent they are included in the Order) supplied:

- a. will comply with all applicable laws, rules, regulations, and codes of the country(ies) of manufacture and of delivery,
- b. will conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Purchaser,
- c. will be of satisfactory quality, of good material and workmanship and free from defects, lien, charge or other incumbency,
- d. 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 and deliverables provided will be performed (i) in a professional and workmanlike manner, (ii) in accordance with best industry practice, and (iii) in compliance with all applicable laws, rules, regulations, codes, and all of Purchaser's safety and other requirements communicated to Vendor;

(iii) Vendor will:

- a) a. deliver the goods and perform the services that are the subject of the Order by the delivery and performance dates set forth on the face of the Order; except as otherwise specifically set forth in the applicable Order, goods shall be Delivered Duty Paid (DDP), Incoterms® 2010;
- b. at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services and comply with all of Purchaser's environmental, health and safety rules;
- c. at its own cost, obtain and maintain all necessary permits, license or other approvals and give all notices legally required to provide the services;
- d. at its own cost, provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper and safe execution and completion of the Order, unless otherwise provided on the face of the Order;
- e. be solely responsible for all methods and procedures of delivering and coordinating all portions of the services, unless otherwise provided on the face of the Order;
- f. be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Vendor or any subcontractor brings onto Purchaser's premises and any waste generated or resulting from the use thereof;
- g. not dispose or permit the release of any materials, substance or chemical (or any waste generated or resulting from the use thereof) on Purchaser's premises;
- h. inspect any Purchaser-supplied equipment, tools, scaffolding and/or other materials ("Purchaser Materials");
- i. not use any Purchaser Materials unless they are suitable for their intended use and will return, where applicable, all Purchaser Materials to Purchaser in a like condition in which they were borrowed;
- j. accept full responsibility for safety and management over persons and property within that portion of Purchaser's premises where the services are being performed ("Service Location") and to the extent possible, physically separate the Service Location from the remainder of the Purchaser's premises;
- k. warn its subcontractors and its and their respective employees, agents, representatives, guests and visitors of any risks, hazards, or dangers, whether latent or patent, ("Dangers") associated with the Service Location and the rest of the Purchaser's premises;
- l. at least once daily, inspect the Service Location for any Dangers and eliminate any Dangers or, to the extent any Dangers cannot be eliminated, advise the Purchaser and warn its employees and visitors of these Dangers;

m. keep the Service Location and other parts of Purchaser's premises free from accumulations of materials and refuse and, upon completion of the services, promptly remove same and all of Vendor's machinery, tools, and equipment and any unused materials, substances or chemicals and return Purchaser's premises to their original state;

n. remove Vendor employees, representatives and other personnel providing services from Purchaser's premises upon request of Purchaser;

(iv) Vendor warrants that its personnel performing services have the legal right to work in the country where they are performing such services, and that to the best of Vendor's knowledge such personnel are not prohibited, by contract, or otherwise, from performing such services for Purchaser.

(v) Vendor agrees that its personnel shall be, and will remain at all times during the performance of the services, Vendor's employees, agents or subcontractors. None of the benefits provided by Purchaser to Purchaser employees will be available to Vendor's (including Vendor's affiliates) employees, agents or subcontractors. Vendor shall timely pay, and shall defend, indemnify and hold Purchaser harmless with respect to, all wages, salaries, benefits including but not limited to unemployment or worker's compensation, and other amounts due to the Vendor's personnel and shall be solely responsible for all tax withholdings, unemployment insurance premiums, pension plan contributions, reimbursements, gross ups, workers compensation insurance premiums, and other applicable employer related responsibilities and obligations.

3. DATA PRIVACY. Vendor warrants that it shall, and shall procure that its employees, agents and/or subcontractors (if any) shall, comply with all applicable data privacy laws and not put Purchaser in breach of any laws. To the extent that Vendor does intend to further process personal data, parties will enter into a separate agreement.

4. ANTI BRIBERY. The Vendor shall not, in connection with any activities under or related to any Purchaser's Order, directly or indirectly: (a) violate any applicable law prohibiting or penalizing bribery or corruption; (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in order to obtain or retain business with or for the Purchaser. Vendor shall promptly report to the Purchaser any request or demand for any undue financial or other advantage of any kind received or offered by the Vendor in connection with the performance hereunder.

5. INSPECTION/ACCEPTANCE. A) Purchaser will inspect the goods delivered with regard to external damages to packaging, identity and quantity in due course of business and notify the Vendor of any such deficiencies as soon as reasonably possible. The Purchaser will notify Vendor of further defects as soon as reasonably practicable after they are discovered.

B) Purchaser will have a reasonable period of time after performance within which to inspect and accept the 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. C) Acceptance of goods or services will not waive any rights or remedies accruing to Purchaser as a result of any breach of the Order. Rejected goods may be returned to Vendor or otherwise disposed of at Vendor's cost and expense.

6. PRICE AND TAXES. 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, including sales, use, excise, value added and other taxes, and (iii) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. If Purchaser is required to pay any taxes or other impositions related to the purchased goods or services in addition to the price indicated in the Order, Vendor will promptly reimburse Purchaser.

7. INVOICING AND PAYMENT. Vendor will invoice Purchaser for the amounts due under the Order. Except as otherwise set forth on the face of the Order, Purchaser will pay Vendor all undisputed amounts within ninety (90) 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. Vendor agrees to reconcile all charges, invoices, costs, expenses or other amounts due from Purchaser in writing within one hundred twenty (120) days of the initial invoice or one hundred twenty (120) days after the receipt of the goods (or performance of the services), whichever is earlier. Vendor agrees that if it does not bring said charges, invoices, costs, expenses or other amounts due from Purchaser to Purchaser's attention in writing within such time frame, it thereby waives any rights associated with such claims, regardless as to the validity of the claims.

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

9. OWNERSHIP OF INVENTIONS. With respect to new or modified goods/services, the parties agree that all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or

made during or after the term of the Order and are (i) based upon or arising from Purchaser's information, or (ii) developed specifically for Purchaser hereunder, will belong to Purchaser, and Vendor hereby assigns all such rights, title, and interest to Purchaser. In the event that Vendor produces works of authorship specifically for Purchaser under the Order ("Works"), Vendor agrees to assign and hereby assigns to the Purchaser all rights, title, and interest thereto, including the right to copy, modify, adapt and distribute such Works. Nothing in the Order will affect the pre-existing intellectual property rights of the parties.

10. 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.

11. 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.

12. RISK OF LOSS/TITLE TO THE GOODS. Except as otherwise set forth in the Order, Vendor will retain the risk of loss and/or damage to the goods until the goods are physically delivered to Purchaser. Upon physical delivery of the goods to Purchaser, the Purchaser will obtain full title to the goods.

13. INDEMNIFICATION. Vendor agrees to indemnify and hold harmless Purchaser, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost, expense, judgment, and settlements thereof, (including reasonable attorneys' fees) to the extent arising out of or resulting from (1) any non-conforming good or services; (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Vendor; (3) any leak or spill due to Vendor's fault of any materials, substances or chemicals while being transported or delivered to Purchaser or while on Purchaser's premises; (4) any breach by Vendor of any term or condition contained in the Order; (5) the incorrect use or any misuse of any Purchaser Materials; (6) any incorrect or faulty instruction of any person in the employ of Purchaser which is used by the Vendor to perform any of the services under the Order and/or (7) the negligent acts or omissions, or willful misconduct of Vendor, Vendor's subcontractor's, employees, agents, representatives and any person performing services under the Order. Without limiting the foregoing, Purchaser may require Vendor to re-deliver against non-conforming goods or re-execute non-conforming services at Vendor's cost and expense.

14. CANCELLATION/TERMINATION. Except to the extent prohibited by applicable law, Purchaser (i) may cancel an Order for any reason or no reason prior to delivery of the applicable goods or performance of services by providing written notice to Vendor and (ii) may immediately terminate the Order, even after delivery, by providing written notice to Vendor if Vendor breaches any term or condition of the Order or becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law.

15. ORIGIN CONTROL CLAUSE. Vendor agrees that the goods and services will not in any way directly or indirectly originate from or be provided by any country (including Cuba), person or entity which would cause Purchaser to be in violation of or be penalized by U.S. or other applicable economic sanctions laws.

16. SUPPLIER CODE OF CONDUCT. Vendor agrees to follow Cargill's Supplier Code of Conduct, found at www.cargill.com/supplier-code.

17. GOVERNING LAW. The laws of the Netherlands, disregarding any conflict of law rules in any jurisdiction, will govern the Order (including these Terms and Conditions). All disputes arising in connection with the Order, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Amsterdam, the Netherlands. The proceedings shall be conducted in the English language. The arbitral tribunal shall decide as amiable compositeur. Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure and Article 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.

18. EXCLUSION OF CONVENTIONS The following international conventions will NOT apply to the Order: (i) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (ii) 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.

19. 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.

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

21. 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.