

ARDENT MILLS, LLC EXPORT TERMS AND CONDITIONS FOR PULSES

Ardent Mills, LLC (“Seller”) and the buyer (“Buyer”) agree the terms and conditions set forth below, along with the terms and conditions under the relevant purchase order, form the “Agreement” between the Parties:

To the extent Seller and Buyer have agreed in writing to have the transaction governed by GPC Pulses Contract No.1 (Effective January 10, 2019) issued by: the Global Pulse Confederation and available at https://globalpulses.com/files/knowledge_center/20191104194913_2019-gpc-pulses-ct-1-.pdf (the “GPC 1”), the GPC 1, and those terms and conditions set forth in Section 1 ADDITIONAL TERMS AND CONDITIONS below, shall form the Agreement between the Parties; or

In the alternative, if the Seller and Buyer have not agreed in writing to have the GPC 1 govern the transaction, the terms and conditions set forth in Section 2 ARDENT MILLS EXPORT TERMS AND CONDITIONS below shall form the Agreement between the Parties.

SECTION 1
ADDITIONAL TERMS AND CONDITIONS

Territory and Destination Control: Buyer shall only sell, offer to sell, ship, distribute, deliver or otherwise transfer (“Transfer”) the Goods in the countries disclosed by Buyer to Seller in writing, provided however, in the event a country is added to any sanctions list of the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury or any other similar government body within the US Department of the Treasury or similar list, this Agreement shall not be deemed to apply to such country (the “Territory”). Buyer shall not, directly or indirectly, Transfer any of the Goods (i) to any person or entity outside the Territory, including without limitation, in the U.S., (ii) to any person or entity the Buyer knows, or has reason to believe, intends to Transfer the Goods outside the Territory, or (iii) to, or make a deal with, any person or country on any OFAC sanction list or similar list. Diversion contrary to U.S. law is strictly prohibited. The Goods may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country (including Cuba), person or entity which would cause Seller to be in violation of or be penalized by the U.S. or other applicable economic sanction laws.

Extension of Credit and Collections: In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under the Agreement. Should Buyer’s financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with the Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer’s account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with the Agreement, until all amounts owed to Seller that are due are under the Agreement are paid in full.

Finance Charges: If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

Compliance with Laws: Buyer shall at all times comply with, and Buyer assumes sole responsibility to ensure the Goods comply with, all applicable federal, state, provincial, local, or foreign laws, statutes, ordinances, codes, regulations, rules, directives, and orders (“Laws”) of (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, product labeling, packaging, storing, marketing, food safety, antibribery, and export laws and regulations. Without limiting the generality of the foregoing, Buyer shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, registrations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

Recalls: Buyer agrees to promptly notify Seller after Buyer becomes aware of any inquiry, investigation or inspection by or communication from any governmental authority with respect to any Goods. If (i) any government agency recommends or requires the recall of any of the

Goods; or (ii) either Seller or Buyer reasonably determines that any of the Goods should be recalled from distribution and sale; in either case, based upon a determination that such Goods are or are suspected to have a quality or other defect, Seller has the sole right to determine the corrective action(s) to be taken by the parties, including, but not limited to, the retrieval, withdrawal or recall of the Good(s) or product produced using the Good(s). Buyer shall cooperate fully with Seller with respect to any recall or notices. Recalls will be at the expense of Buyer.

Additional Buyer Covenants, Representations and Warranties: Buyer covenants, represents and warrants to Seller the following:

- a. Authority: Buyer is a corporation duly incorporated and validly existing under the Laws (as defined below) of its jurisdiction of incorporation. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of Buyer and this Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.
- b. Compliance with Laws: Buyer shall at all times comply with, and Buyer assumes sole responsibility to ensure the Goods comply with, all applicable federal, state, provincial, local, or foreign laws, statutes, ordinances, codes, regulations, rules, directives, and orders (“Laws”) of (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, product labeling, packaging, storing, marketing, food safety, antibribery, and export laws and regulations. Without limiting the generality of the foregoing, Buyer shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, registrations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.
- c. Compliance with Economic or Trade Sanctions: Buyer shall at all times comply with all applicable economic or trade sanctions, as such economic or trade sanctions may change from time to time, in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, any economic or trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.
- d. Non-Infringement: The Goods do not infringe the intellectual property rights of any third party in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory.

Limited Seller Warranty: Seller warrants (i) that the Goods sold under the Agreement, as of the time and place of shipment, will conform to the agreed upon specifications, if any; and (ii) Seller has the right to convey good title to the goods and/or services. Buyer understands and acknowledges that the Goods are made from a raw agricultural product, and unless otherwise expressly stated in a document signed by Seller, Seller does not control for pathogenic activity, including Salmonella or E. coli, in the Goods that may originate or be sourced from the environment where the grains or seeds, such as wheat, that the Goods are made from, are grown, harvested, or stored. The Goods are intended to be further processed by Buyer to minimize or prevent the risk of pathogens, which is often accomplished with a lethality step such as baking, cooking, frying or boiling. **EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION**

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Limitation of Liability: Any claim by Buyer (i) that any goods or services do not conform to the agreed-specification or (ii) made otherwise with respect to any goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty are expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services, or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to Buyer and Seller. **SELLER SHALL NOT BE LIABLE FOR BUYER'S LOST PROFITS OR FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED UNDER THE AGREEMENT WERE/ARE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN.** Any action or claim against Seller under the Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer or shall be deemed to be waived.

Indemnification: Buyer shall be solely responsible for determining the adequacy of the Goods sold under the Agreement for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims, suits, losses, damages, fines, penalties, costs, expenses or other liability (including reasonable attorneys' fees) (collectively and individually, the "Losses") arising out of connected with or in any way related to Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability, including reasonable attorneys' fees, which may arise in connection with Buyer's use of the Goods covered by the Agreement.

Without limiting the foregoing, Buyer agrees to release, indemnify and hold harmless Seller from any and all Losses to the extent arising from:

- a. Any misrepresentation, fraud, or breach of any representation, warranty, covenant, agreement, or any of the other terms or conditions of the Agreement by Buyer, its affiliates, and/or their respective employees, agents, representatives or subcontractors;
- b. Any violation of applicable law by Buyer, its affiliates, and/or their respective employees, agents, representatives or subcontractors;
- c. Any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other intellectual property interest of any third party in any country arising from the use of such Goods;
- d. Any negligent acts or omissions, or willful misconduct of Buyer, its affiliates, and/or their respective employees, agents, representatives, or subcontractors; and/or
- e. The storage, handling, transportation, modification, distribution, marketing, sale, possession, use, or any Transfer of any of the Goods after receipt by Buyer.

Seller's Intellectual Property: Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

Confidential Information: All information provided by Seller under the Agreement, including, but not limited to, the terms and conditions of the Agreement shall be held in confidence by Buyer. This obligation shall survive the termination or expiration of the Agreement.

Right to Offset: Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under the Agreement against any debts, claims or obligations owed by Buyer to Seller.

Assignment: Neither party may assign this contract without the express written consent of the other party. The Agreement will be binding upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

Waiver: Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with the Agreement. If Buyer fails to make any payment under the Agreement, when due, Seller, in addition to other legal remedies, shall have the right to terminate the Agreement.

Governing Law: This Agreement will be governed by and will be interpreted and construed in accordance with the laws of the state of Colorado and the federal laws of the United States therein. To the extent that court action is permitted under this Agreement, Buyer expressly and irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction located in the state of Colorado over any claim, suit, action or proceeding arising out of or related to this Agreement and permitted to be brought in court as provided hereunder. To the fullest extent permitted by applicable law, Buyer waives and agrees not to assert, as a defense or otherwise: (i) any claim that it is not subject to the jurisdiction (in persona or otherwise) of any such court; (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

Currency: All references in the Agreement to "dollars", unless otherwise specifically indicated are expressed in United States currency.

Entire Agreement: These Terms, together with any invoices issued under the Agreement and any other written contracts executed pursuant to the Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of the Agreement. If Buyer has completed a credit application, the terms and conditions of the credit application are incorporated herein. These Terms may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party. Except for any formal written sales agreement signed by both parties, in the event of any discrepancy between these Terms and any invoice or other agreement between the parties, these Terms shall control.

Severability: If any provision of the Agreement is held 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 of the Agreement.

SECTION 2
ARDENT MILLS EXPORT TERMS AND CONDITIONS

Acceptance and Detrimental Reliance: These Terms and Conditions (these “Terms”) shall be binding upon Ardent Mills, LLC (“Seller”) and the buyer (“Buyer”) under the relevant purchase order and together with these Terms and the respective invoice, shall form the agreement (the “Agreement”). All deliveries of goods described in the relevant Agreement (the “Goods”) by Seller to Buyer shall be delivered and accepted upon the terms and conditions set forth in these Terms. Any sales of Goods pursuant to these Terms are made in Seller’s sole discretion and under no circumstances shall Seller be obligated to sell any Goods to Buyer, unless and until Seller accepts a purchase order.

Territory and Destination Control: Buyer shall only sell, offer to sell, ship, distribute, deliver or otherwise transfer (“Transfer”) the Goods in the countries disclosed by Buyer to Seller in writing, provided however, in the event a country is added to any sanctions list of the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury or any other similar government body within the US Department of the Treasury or similar list, this Agreement shall not be deemed to apply to such country (the “Territory”). Buyer shall not, directly or indirectly, Transfer any of the Goods (i) to any person or entity outside the Territory, including without limitation, in the U.S., (ii) to any person or entity the Buyer knows, or has reason to believe, intends to Transfer the Goods outside the Territory, or (iii) to, or make a deal with, any person or country on any OFAC sanction list or similar list. Diversion contrary to U.S. law is strictly prohibited. The Goods may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country (including Cuba), person or entity which would cause Seller to be in violation of or be penalized by the U.S. or other applicable economic sanction laws.

No Agency: The Agreement will not be construed to create any association, partnership, joint venture, distributor, employee, agency, or similar relationship between Buyer and Seller for any purpose. Buyer has no authority (and shall not hold itself out as having authority) to bind Seller or any of its affiliated entities and shall not make any agreements or representations on Seller’s behalf. Under no circumstances shall Seller bear any responsibility or liability for the actions of Buyer in connection with Buyer’s activities.

Net Weights: The Goods covered by the Agreement are sold on the basis of net weights when packed, or, if shipped in bulk, net weights when loaded and such weights shall govern. Unless otherwise stated in the Agreement, Seller’s weights, analysis and condition, at origin, will govern.

Extension of Credit and Collections: In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under the Agreement. Should Buyer’s financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with the Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer’s account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with the Agreement, until all amounts owed to Seller that are due

are under the Agreement are paid in full.

Finance Charges: If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

Payment Terms, Taxes and Freight Rates: The applicable payment terms under the Agreement shall be payable upon receipt of invoice or as otherwise stated on Seller's invoice. The prices set forth within the Agreement include any and all taxes, impositions, exactions, or charges of every nature in effect on the date of the execution hereof. Any and all taxes, impositions, exactions or charges, or any increase therein, whether for revenue or for regulation of commerce, or for any other purpose, not in effect on the date of the Agreement, which may, prior to the conception of deliveries under the Agreement, be levied, imposed, required, or increased by the United States or any state thereof or other Governmental agency on or measured in terms of any of the finished products remaining unshipped and which are to be delivered under the Agreement, or on or measured in terms of any commodity used in the manufacture of such containers, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of such products, commodities or containers, if paid or borne by Seller directly or indirectly shall be billed separately to Buyer, where not prohibited by law, and where the determination of the amount of the tax, imposition, exaction, charge or increase per cwt. or other unit of measure is possible of calculation by the application of any official published conversion rate or otherwise, and shall be paid by Buyer to Seller. Any of such taxes, impositions, exactions, charges or increases which the Seller shall be finally relieved from paying or which shall be later refunded or returned to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller as promptly as possible after deduction by Seller of any reasonable expenses incurred in preventing collection of such taxes, impositions, exactions, charges or increases or in obtaining or securing such refunds or returns and in making such reimbursement to Buyer, and after paying and discharging all tax liabilities to which Seller may be subjected by reason of its having been relieved from paying such taxes, impositions, exactions, charges or increase or having secured such refunds or returns. Seller shall be under no obligation to contest the validity of any such tax, imposition, exaction, charge or increase or to prosecute any such claims for refunds or returns, but in the event Seller does not elect to contest such taxes, impositions, exactions, charges, or increases, or to prosecute such claims for refunds, Buyer shall be entitled to an assignment on mutually acceptable conditions of all to Seller's rights and causes of action in the premises. Buyer is solely responsible for all taxes, impositions, exactions, levies, customs, duties and charges of every nature in connection with Buyer's activities under this Agreement.

Shipments: Delivery terms shall be FOB Seller's facility. Delivery of goods by the Seller to the carrier at Seller's facility shall constitute delivery to Buyer. Buyer shall furnish Seller complete shipping instructions (and when required, the necessary containers) at least seven (7) days before the time of shipment. If there is more than one installment of goods shipped or stipulated to be shipped, these Terms shall be construed to be severable as to each installment, except where such construction would be in direct conflict with the provisions under the Agreement and breach or default of either Buyer or Seller as to any installment or installments shall not give the other party a right to cancel the Agreement, except as herein otherwise expressly provided. Seller may assess Buyer carrying charges, demurrage, detention and/or other charges or penalties if Buyer fails to take timely delivery of any goods and/or services or fails to provide complete shipping instructions in accordance with the provisions of the Agreement. Buyer understands and agrees that Buyer is the exporter of record in connection with all exportation of any Goods delivered hereunder and Buyer is strictly prohibited from representing anything to the contrary. Buyer shall be responsible for all related export documentation other than as required by applicable law. Seller is aware of the health and safety requirements of the U.S. Federal Food Drug, and Cosmetic Act ("FFDCA") and the Food, Drug, and Cosmetic Regulations and Seller

has taken all necessary actions or steps to ensure that the Goods, as of the time and place of shipment, are manufactured in accordance with these requirements. Seller agrees to comply with requirements applicable to Seller under applicable laws including, but not limited to the FDA Food Safety Modernization Act of 2010 (“FSMA”), when and as implemented and enforced by the FDA.

Title & Risk Loss: Unless otherwise stated in the Agreement or any other written contract between the parties, title to the Goods and risk of loss shall pass to Buyer when the Goods sold under the Agreement are placed in the hands of the carrier, and Buyer hereby assumes all responsibility for shortages, losses, delays or damage in transit thereafter.

Inspection: Buyer hereby waives any claim or defense based on the quality of the Goods specified herein, unless within ten (10) days after Buyer learns, by use or otherwise, of the defect complained of, but in any event within forty-five (45) days after delivery of said Goods at destination, Buyer sends Seller at Seller’s main office a letter by registered mail to Director of Quality, Ardent Mills, LLC 1875 Lawrence Street, Suite 1200, Denver, CO 80202 specifying the nature of the complaint.

Recalls: Buyer agrees to promptly notify Seller after Buyer becomes aware of any inquiry, investigation or inspection by or communication from any governmental authority with respect to any Goods. If (i) any government agency recommends or requires the recall of any of the Goods; or (ii) either Seller or Buyer reasonably determines that any of the Goods should be recalled from distribution and sale; in either case, based upon a determination that such Goods are or are suspected to have a quality or other defect, Seller has the sole right to determine the corrective action(s) to be taken by the parties, including, but not limited to, the retrieval, withdrawal or recall of the Good(s) or product produced using the Good(s). Buyer shall cooperate fully with Seller with respect to any recall or notices. Recalls will be at the expense of Buyer.

Additional Buyer Covenants, Representations and Warranties: Buyer covenants, represents and warrants to Seller the following:

a. Authority: Buyer is a corporation duly incorporated and validly existing under the Laws (as defined below) of its jurisdiction of incorporation. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of Buyer and this Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

b. Compliance with Laws: Buyer shall at all times comply with, and Buyer assumes sole responsibility to ensure the Goods comply with, all applicable federal, state, provincial, local, or foreign laws, statutes, ordinances, codes, regulations, rules, directives, and orders (“Laws”) of (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, product labeling, packaging, storing, marketing, food safety, antibribery, and export laws and regulations. Without limiting the generality of the foregoing, Buyer shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, registrations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

c. Compliance with Economic or Trade Sanctions: Buyer shall at all times comply with all applicable economic or trade sanctions, as such economic or trade sanctions may change from time to time, in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, any economic or trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the

proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

d. Non-Infringement: The Goods do not infringe the intellectual property rights of any third party in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory.

Limited Seller Warranty: Seller warrants (i) that the Goods sold under the Agreement, as of the time and place of shipment, will conform to the agreed upon specifications, if any; and (ii) Seller has the right to convey good title to the goods and/or services. Buyer understands and acknowledges that the Goods are made from a raw agricultural product, and unless otherwise expressly stated in a document signed by Seller, Seller does not control for pathogenic activity, including Salmonella or E. coli, in the Goods that may originate or be sourced from the environment where the grains or seeds, such as wheat, that the Goods are made from, are grown, harvested, or stored. The Goods are intended to be further processed by Buyer to minimize or prevent the risk of pathogens, which is often accomplished with a lethality step such as baking, cooking, frying or boiling. **EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Limitation of Liability: Any claim by Buyer (i) that any goods or services do not conform to the agreed-specification or (ii) made otherwise with respect to any goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty are expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services, or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to Buyer and Seller. **SELLER SHALL NOT BE LIABLE FOR BUYER'S LOST PROFITS OR FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED UNDER THE AGREEMENT WERE/ARE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN.** Any action or claim against Seller under the Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer or shall be deemed to be waived.

Indemnification: Buyer shall be solely responsible for determining the adequacy of the Goods sold under the Agreement for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims, suits, losses, damages, fines, penalties, costs, expenses or other liability (including reasonable attorneys' fees) (collectively and individually, the "Losses") arising out of connected with or in any way related to Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability, including reasonable attorneys' fees, which may arise in connection with Buyer's use of the Goods covered by the Agreement.

Without limiting the foregoing, Buyer agrees to release, indemnify and hold harmless Seller from any and all Losses to the extent arising from:

a. Any misrepresentation, fraud, or breach of any representation, warranty, covenant, agreement, or any of the other terms or conditions of the Agreement by Buyer, its

affiliates, and/or their respective employees, agents, representatives or subcontractors;

- b. Any violation of applicable law by Buyer, its affiliates, and/or their respective employees, agents, representatives or subcontractors;
- c. Any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other intellectual property interest of any third party in any country arising from the use of such Goods;
- d. Any negligent acts or omissions, or willful misconduct of Buyer, its affiliates, and/or their respective employees, agents, representatives, or subcontractors; and/or
- e. The storage, handling, transportation, modification, distribution, marketing, sale, possession, use, or any Transfer of any of the Goods after receipt by Buyer.

Default: Each party's respective rights to terminate upon default shall be as follows: (i) if Buyer fails to make any payment when due, fails to perform any other of its obligations under the Agreement, or breaches any other agreement between the parties, or if Buyer makes any assignment for the benefit of its creditors, or if a petition under any State or Federal bankruptcy or insolvency law is filed by or against Buyer, or if a receiver of Buyer's property is appointed, then Buyer shall be in breach of the Agreement, and Seller shall, in addition to any other remedy, have the right to immediately withhold further deliveries and/or the right to terminate the Agreement immediately by written notice to Buyer and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Buyer; or (ii) if Seller fails to perform any obligations under the Agreement, then Buyer shall have the right provide a 30-day written notice of termination to Seller and if Seller fails to cure such breach within such 30-day notice period then Buyer shall have the right to terminate the Agreement immediately by written notice to Seller and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Buyer or received by Seller.

Seller's Intellectual Property: Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

Confidential Information: All information provided by Seller under the Agreement, including, but not limited to, the terms and conditions of the Agreement shall be held in confidence by Buyer. This obligation shall survive the termination or expiration of the Agreement.

Waiver: Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with the Agreement. If Buyer fails to make any payment under the Agreement, when due, Seller, in addition to other legal remedies, shall have the right to terminate the Agreement.

Force Majeure: A party will be excused from a failure to perform or a delay in performance caused by events beyond its reasonable control if that party (i) takes reasonable efforts to remove the cause of its inability to perform or its delay in performance and (ii) gives prompt notice to the other party of the particulars of its inability or delay. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and equitable. Seller will have the right to terminate the Agreement, without any liability to Buyer, if either party's performance is excused for more than twenty (20) calendar days.

Right to Offset: Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under the Agreement against any debts, claims or obligations owed by Buyer to Seller.

Assignment: Neither party may assign this contract without the express written consent of the other party. The Agreement will be binding upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

IF PRODUCT OR COMMODITY IS WHEAT, MILLFEED, GRAIN PRODUCTS OR GRAIN BY-PRODUCT, THE FOLLOWING SHALL APPLY:

NGFA® Arbitration of Disputes: If the Goods are commodity grains products, or millfeed or grain by-products, the parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the parties to this contract agree that resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitrations proceedings before the American Arbitration Association pursuant to the Commercial Arbitration Rule, and such arbitration shall take place in Denver, Colorado. Such award may then be entered in any court of competent jurisdiction.

NGFA® Trade Rules to Apply: If the Goods are commodity grains products, or millfeed or grain by-products, this contract shall be subject to the Trade Rules of the National Grain and Feed Association (NGFA), which are incorporated herein. (Copies of the NGFA® Trade Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the NGFA Trade Rules shall not apply to this contract, and this contract shall be subject and interpreted in accordance with the laws of the State of Colorado.

IF PRODUCT OR COMMODITY IS A CHICKPEA, LENTIL, OR PEA PRODUCT, THE FOLLOWING SHALL APPLY:

USPLTA Arbitration of Disputes: If the Goods are commodity pea, lentil, or chickpea products, the parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitration proceedings before the US Pea & Lentil Trade Association (“USPLTA”) pursuant to the USPLTA Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the USPLTA Arbitration Rules are available from the US Pea & Lentil Trade Association, 2780 W. Pullman Road, Moscow, Idaho 83843-4024 USA; Telephone 208-882-3023; Email: info@usapulses.org; Website: usapulses.org). If the Goods are packaged or bulk pea, lentil, or chickpea products, then the parties to this contract agree that resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitrations proceedings before the American Arbitration Association pursuant to the Commercial Arbitration Rule, and such arbitration shall take place in Denver, Colorado. Such award may then be entered in any court of competent jurisdiction.

USPLTA Trade Rules to Apply: If the Goods are commodity peas, lentils or chickpea products, this contract shall be subject to the Trade Rules of the US Pea & Lentil Trade Association, which are incorporated herein. (Copies of the USPLTA Arbitration Rules are available from the US Pea & Lentil Trade Association, 2780 W. Pullman Road, Moscow, Idaho 83843-4024 USA; Telephone 208-882-3023; Email: info@usapulses.org; Website: usapulses.org). If the Goods

are packaged or bulk lentil, pea, or chickpea products, then the USPLTA Trade Rules shall not apply to this contract, and this contract shall be subject and interpreted in accordance with the laws of the State of Colorado.

Cross-Border Trades in North America: The following international conventions will NOT apply to the Agreement: (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.

Governing Law: This Agreement will be governed by and will be interpreted and construed in accordance with the laws of the state of Colorado and the federal laws of the United States therein. To the extent that court action is permitted under this Agreement, Buyer expressly and irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction located in the state of Colorado over any claim, suit, action or proceeding arising out of or related to this Agreement and permitted to be brought in court as provided hereunder. To the fullest extent permitted by applicable law, Buyer waives and agrees not to assert, as a defense or otherwise: (i) any claim that it is not subject to the jurisdiction (in persona or otherwise) of any such court; (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

Currency: All references in the Agreement to “dollars”, unless otherwise specifically indicated are expressed in United States currency.

Notices: Notices and updates provided in the course of ordinary day-to-day business may be sent or confirmed via email, including orders and invoices. Any other notice required or permitted under the Agreement, including without limitation, notice of termination, must be in writing and delivered personally, by mail or courier or sent by certified mail, return receipt requested, to Buyer at the address on the face hereof, or at their principal place of business, to Seller at Ardent Mills, LLC, Attn: Angie Goldberg, Chief Growth Officer, 1875 Lawrence Street, Suite 1200, Denver, CO 80202 and, in any event, with a copy to Ardent Mills, LLC, Attn: General Counsel, 1875 Lawrence Street, Suite 1200, Denver, CO 80202 Email: legalnotices@ardentmills.com. Notice under the Agreement shall be deemed to have been given on the date dispatched.

Entire Agreement: These Terms, together with any invoices issued under the Agreement and any other written contracts executed pursuant to the Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of the Agreement. If Buyer has completed a credit application, the terms and conditions of the credit application are incorporated herein. These Terms may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party. Except for any formal written sales agreement signed by both parties, in the event of any discrepancy between these Terms and any invoice or other agreement between the parties, these Terms shall control.

Severability: If any provision of the Agreement is held 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 of the Agreement.