

US Purchase Contract

STANDARD TERMS AND CONDITIONS FOR PULSES

- (1) If no objection is made to this contract immediately, the same shall be considered final and will signify Seller's acceptance of these US Purchase Contract Standard Terms and Conditions of Ardent Mills, LLC ("Buyer").
- (2) No term or condition of this contract may be altered or superseded without written consent from Buyer's authorized representative. These terms and conditions shall govern in any instance where they conflict with provisions of any forms used by Seller. This Contract contains the entire agreement of the parties, and no prior nor contemporaneous negotiations, correspondence, conversations, prior course of dealing and usage of trade shall be deemed in any way to affect the specific terms hereof.
- (3) Except as otherwise expressly provided for herein, this contract is subject to U.S. Pea and Lentil Association ("USPLTA") trade rules in effect on the date hereof. If, for whatever reason, the USPLTA trade and arbitration rules are determined to be unenforceable by a court of competent jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the parties agree that jurisdiction for any court proceedings arising out of or related to this Agreement shall lie exclusively in the courts of Denver County, Colorado. The following international conventions will NOT apply to this Contract:
 - (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.
- (4) Seller warrants that the commodities or other goods which are the subject matter of this contract ("Commodities" or singular, "Commodity") are and will remain free and clear of any penalty, lien, charge, quota regulation or encumbrance, governmental or otherwise, of any nature whatsoever at the time of its sale to Buyer.
- (5) It is understood that title to the Commodities and the risk of loss of the Commodities pass to Buyer upon acceptance at the Buyer's facility.
- (6) Seller represents and warrants to Buyer that Seller is a merchant as that term is defined by the Uniform Commercial Code.
- (7) Seller warrants that the Commodities are merchantable and fit for sale to domestic and foreign customers, and that all Commodities were grown in the continental United States.
- (8) Seller warrants that no Commodity shall be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and regulations, or include any article or commodity which may not, under the provisions of such act, be introduced into interstate commerce.
- (9) Seller represents and warrants that no water was applied in the handling of the Commodities in this shipment through Seller's loading facility for any purpose except when used as a carrier for residual pesticides at manufacturer recommended levels.
- (10) Seller represents and warrants that Buyer may rely upon the representations and warranties set forth herein in the resale of the Commodities.
- (11) Seller guarantees that all Commodities meet the minimum standards prescribed by the United States Food and Drug Administration and that all Commodities have been free at all times contamination or adulteration. Furthermore, Seller guarantees that the Commodities will not pose any food safety or quarantine risk to the Buyer and that the Commodities have not been shipped from any area quarantined by the United States Department of Agriculture – Animal and Plant Health Inspection Service ("APHIS").
- (12) Buyer reserves the right to reject or apply discounts to the contract price, if the quality of the Commodities is less than required under this contract, or to unload the same without first notifying Seller.
- (13) Any Commodity, irrespective of grade, which is tagged, seized, condemned or declared unfit by any state or federal agency may not be applicable on the contract, and ownership of such Commodity will remain with the Seller. Furthermore, any change in the price or other terms of this contract caused by government regulations, will entitle Buyer to cancel any unshipped portion thereof without penalty.
- (14) Buyer shall not be liable for delay in Buyer's performance or failure to perform when such delay or failure is due to unforeseen causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, governmental action, fires, floods, earthquakes, epidemics, quarantine restrictions, labor difficulties, freight embargoes, plant breakdowns, transportation shortages or unusually severe weather. Buyer shall not be required to pay for or to accept Seller's application of or title to any Commodity when the transportation of such Commodity, upon the terms set forth in this contract, may reasonably be anticipated to be delayed as a result of one or more of the events described in the preceding sentence.
- (15) Buyer's acceptance of any Commodity delivered after Seller's breach of this contract will not waive any rights or remedies accruing to Buyer from such breach.
- (16) Upon breach of this contract by Seller or upon termination of this contract by Buyer, Buyer, at its option may: (1) repurchase the product on the open market for Seller's account, and Seller will pay Buyer any loss and incidental expenses resulting therefrom, or (2) require Seller to pay the difference between the contract price and the market price on the date of cancellation, or (3) without further obligation, cancel the contract in its entirety. Notwithstanding the foregoing, Buyer may pursue any remedy allowed by law, and (i) Buyer will be entitled to collect from Seller reasonable attorneys' fees and costs incurred by Buyer in connection with enforcement of this contract by reason of Seller's breach and (ii) Buyer will be entitled to collect from Seller interest on any amount owing to Buyer by reason of Seller's breach, at the rate of 1 1/2% per month until paid.
- (17) Seller represents that it is not insolvent, as that term is defined in the Uniform Commercial Code. If Seller's financial condition is deemed unsatisfactory to Buyer during the term of this contract, Buyer may terminate this contract and all other purchase contracts from Seller whether or not Seller is in default.
- (18) Seller agrees to indemnify and hold harmless Buyer, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from: (a) any non-conforming good; (b) 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 provided by Seller; (c) any leak or spill of any materials, substances or chemicals while being transported or delivered to Buyer or while on Buyer's premises; (d) any breach by Seller of any term or condition contained in the Contract; and/or (e) the negligent acts or omissions, or willful misconduct of Seller, its agents or representatives. Without limiting the foregoing, Buyer may require Seller to re-deliver against any non-conforming goods at Seller's cost and expense.
- (19) The waiver of any of the terms of this contract to be performed by Seller will not be a waiver of any subsequent failure of Seller to comply fully with or perform the same or any other term of this contract.
- (20) Without limiting Buyer's other rights and remedies, Buyer has the right, as permitted under applicable laws, to set off and/or net its obligations under this Contract against any debts, claims or obligations owed to Seller hereunder or any other agreements between the parties.
- (21) If more than one contract is open, shipments are to be applied on contracts in order of each contract's delivery date beginning with the oldest Purchase Contract.
- (22) It is understood that this contract is not completed until all shipments are received, graded, weighed and unloaded at destination.
- (23) Buyer may designate any reasonable alternate delivery points if necessary to expedite Seller's performance of this contract, but Buyer shall have no obligation to do so.

- (24) Buyer reserves the right to refuse to accept any order not fulfilled in accordance with its purchase requirements. If Seller requests and Buyer agrees to amend a Contract, Buyer may, at its option, charge to Seller any and all additional costs, expenses or charges related to the amendment. and all additional costs, expenses or charges related to the amendment.
- (25) Buyer shall have the right, upon reasonable grounds for insecurity with respect to Seller's performance under this Contract, to demand adequate assurance of Seller's full performance. Seller shall provide such adequate assurance within forty-eight (48) hours of the receipt of the demand therefor. Seller's failure to provide adequate assurance as demanded by Buyer shall constitute Seller's repudiation of this Contract, and Buyer shall have the right to all legal and equitable remedies available, including but not limited to those stated in this contract, and losses and damages.
- (26) If there are unpriced Commodities subject to this Contract, and Buyer advances funds to Seller prior to final pricing, then the parties agree as follows: Buyer at its discretion shall have the right, in the event the market declines, to require the Seller to refund to Buyer a portion of the amount Buyer had so advanced to Seller. This amount to be refunded will be equal to the decline in the market (that is, the difference between the then current market price and the market price of the grain on the date Buyer so advanced funds to Seller), in order to maintain the margin to the market as agreed upon in this contract. Buyer shall notify Seller of the amount so requested for refund, and upon receipt of same, Buyer shall retain such amount in a separate escrow account for the benefit of Seller. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to refund the full amount so requested within 48 hours after such demand as a breach of this contract or as a breach of all open contracts and pursue Buyer's legal and equitable remedies.
- (27) Buyer and Seller recognize that the market price when delivery is required under this Contract may differ substantially from the contract price, and each party agrees not to assert such a difference as an excuse for non-performance hereunder or as a defense for damages for failure to perform in whole or in part.
- (28) Seller and Buyer agree that all disputes and controversies of any nature whatsoever between them with respect to this Contract, or any other commodity contract between the parties, must be arbitrated according to the arbitration rules of the USPLTA, and that the decision and award determined there under will be final and binding on Seller and Buyer.
- (29) If this Contract calls for delivery beyond 14 days from the date of the contract, Buyer may at any time demand from Seller a marginal deposit of 10% of the purchase price to be returned to Seller when the product is delivered, and Buyer may demand such further deposit payments from Seller as may be necessary to maintain a deposit on the contract of 10% of the contract price plus an amount equal to the difference between the contract price and the prevailing market price, if the market price is above the contract price. Seller agrees to make such deposits so demanded within three days of such demand.
- (30) Except: (i) as otherwise stated in this Contract or the trading rules referenced in this Contract; or (ii) for obvious error, Buyer's weights, analysis and condition, at receipt, will govern and control.
- (31) It is agreed that this contract will be binding upon the heirs, administrators and executors of the respective parties. This contract cannot be assigned by Seller without the written consent of Buyer. This contract can be assigned by Buyer without the consent of Seller.
- (32) If any provision of this contract 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 this contract.
- (33) BUYER IS AN EQUAL OPPORTUNITY EMPLOYER and is a government contractor. Therefore, to the extent they are applicable to this Agreement, the Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, (EEO Clause) contained in 41 C.F.R. Sections 601.4, 60-741.5, 60-250.5 and 60-250.10, and Executive Order 13201, 29 C.F.R. part 470, are hereby incorporated by reference and made a part hereof.
- (34) Confidentiality: Seller agrees to keep confidential the terms and conditions of this Contract and all proprietary information disclosed by or on behalf of Buyer or otherwise learned or obtained by Seller in connection with this Contract or the performance hereof. Seller will not use any of this information other than in connection with the performance of this Contract and will not disclose any of this information except to the extent required by law and then only after prior notice to Buyer.
- (35) Destination Control Clause: The goods, services and/or intellectual property subject to this Contract, if intended to be exported (or re-exported) from the United States, will be exported (or reexported) in accordance with the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. The goods, services, and/or intellectual property 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 Buyer to be in violation of or be penalized by United States or other applicable economic sanctions laws. Additional information is available from Buyer upon request.
- (36) Seller (and any of its affiliates, agents, or subcontractors acting on behalf of Seller hereunder) shall conduct business responsibly, with integrity and transparency, and adhere to the code of conduct set forth in Ardent Mills' Code of Conduct and Supplier Code of Conduct, and Seller acknowledges and agrees that it shall abide by the terms of Ardent Mills' Prohibition Against Improper Business Conduct, available at <https://www.ardentmills.com/media/4k3cphxt/am-supplier-code-of-conduct.pdf> and <https://www.ardentmills.com/media/1bihaynk/ardent-mills-code-of-conduct-english.pdf>.