

GENERAL CONDITIONS FOR SUPPLY OF PRODUCTS - ARGENTINA

1. Definitions and Rules of Interpretation.

1.1. For the purposes of the present General Conditions, the terms written in bold type with capital first letter shall be interpreted in accordance with the following definitions:

- a. "Cargill" means the legal entity identified in the Order, in the capacity of purchaser.
- b. "General Conditions" mean these General Conditions of supply of Products, which establish the rights and obligations between Cargill and the Seller, in the terms of the Order.
- c. "Products" means, individually or collectively, the equipment, merchandise, machinery, or other goods that are the object of the Order and supplied by the Seller to Cargill.
- d. "Order" means the purchase order issued by Cargill, containing the specific conditions for the supply of Products.
- e. "Party" means Cargill or the Seller, as applicable.
- f. "Parties" means Cargill and the Seller, whenever referred to jointly.
- g. "Seller" means the individual, or legal entity appearing in the Order as Seller, and responsible for supplying the Products in the terms stated in the Order.

1.2. In the event of discrepancy or conflict between the provisions of the present General Conditions and those worded in the Order; or between these General Conditions and communications, or any other documents exchanged between the Parties previously and which refer directly or indirectly to the Order, the provisions established in the present General Conditions shall prevail. In the event of discrepancy or conflict between the provisions of the Order and communications or any other document exchanged between the Parties and which refer directly or indirectly to the Order, the provisions established in the Order shall prevail.

2. Object and Application.

2.1. The present General Conditions establish the rights and obligations between Cargill and the Seller, applicable to the supply of Products entered into by Cargill and the Seller by virtue of the Order. The Order and the present General Conditions jointly constitute the mutual obligations between the Seller and Cargill.

2.2. With due regard for the provisions in the preceding clause, the terms and conditions established in these General Conditions are complementary to the terms and conditions established in the Order and to any other contract existing between the Parties (hereinafter, the "Agreement") and are considered an integral and inseparable part of the Order, as if they were transcribed therein.

2.3. The terms and conditions established in these General Conditions and the terms and conditions established in the Order shall be binding upon the Parties and shall generate irrevocable and unchangeable effects should any of the following situations occur:

- a. The Seller replies to Cargill indicating its intention to supply the Products to Cargill; or
- b. By acceptance of the Order, either in written or verbal form or by any electronic means; or
- c. The Seller signs the Order or the present General Conditions; or
- d. As of Seller's acceptance of these General Conditions and the Order on the website of suppliers of Products to Cargill; or
- e. If the Seller begins to supply the Products or begin to fulfill any obligation related to the Order or to these General Conditions.

2.4. In addition to the forms of presentation, delivery and acceptance of the present General Conditions established in the clause 2.3 above, same may also be found on the Cargill website, at the following address:

<https://www.cargill.com/page/cargill-po-terms>.

3. Validity.

The Order and the present General Conditions shall become valid in conformity with clause 2.3 above, upon expressed acceptance of the Order and/or the present General Conditions, and shall remain valid until date specified in the Order or

until full satisfaction of the Order, whoever the latter, with due regard for the other provisions of these General Conditions.

4. General Obligations of the Seller.

4.1. The Seller shall:

- a. Meet all the conditions and obligations established in the Order and with all the terms and conditions established in these General Conditions;
- b. Supply the Products in conformity with the specifications and/or descriptions stipulated in the Order, including but not limited to: marks, names, quantity and/or packaging, etc.;
- c. Deliver the Products at the times established in the Order (“On-Time Delivery”) or, if Seller is unable to meet the On-Time Delivery, Seller will confirm with Cargill an updated delivery date during Order confirmation or as soon as Seller is aware of not being able to complete On-Time Delivery;
- d. Provide proof of delivery (packing slip, bill of lading, etc.) along with delivered Products without fail, otherwise, this may lead to a delay of payment to Seller;
- e. Meet the guidelines established by Cargill for its suppliers, which shall be informed to the Seller opportunely.
- f. Not use child or slave labor, or analog conditions, in meeting its obligations by virtue of the Order and the present General Conditions, in the manufacture, purchase and/or delivery of the Products. Cargill does not allow or condone the use of unlawful child labor and requires full compliance with the legal requirements for minimum age of workers performing the type of work covered by the Order, as well as all safety requirements under controlling law of the jurisdiction. Cargill requires that all individuals providing services or performing any work at its plant facilities be 18 years of age or older. All personnel performing services must have the legal right to work in the country in which the services are being performed, and such personnel are not prohibited, by contract or otherwise, from performing such services for Cargill. Seller will perform reasonable identity verification and fraud precautions;
- g. Respect all the applicable laws. In particular, but not limited to: environmental, tax, labor, occupational health and/or social security legislation in the exercise of its activities;
- h. Carry on its activities in accordance with the legislation, rules, resolutions and/or provisions introduced by public authorities, exempting Cargill from any liability by virtue of miscompliance or violation thereof;
- i. Mention the reference number of the Order in all the documents relating to said Order and to the present General Conditions, including, but not limited to: tax bills, proforma bills, shipment/dispatch confirmations, bills of lading, receipts, duplicates, correspondences, etc.;
- j. Identify or mark all the packages, containers or other packaging materials, containing the totality or part of the Products, with the accompanying invoice and Order number (unless otherwise specified in the Order);
- k. Pack, wrap, envelop or register the Products with suitable material in accordance with the type of Product sold, or also as specified in the Order.
- l. Provide jointly with the Products, all the documents, manuals, certificates and instructions necessary so that Cargill may use the Products;
- m. Present, jointly with the Products, all the documentation required for the international transport thereof, duly sealed and approved in all the Customs Duties in all countries of transit of the Products;
- n. Assure that the Products are received by Cargill in accordance with the specifications and/or conditions established in the Order, and in any case the Products shall be suitable for full use and/or to be allocated for their specific purpose;
- o. Maintain valid and effective and meet all the requirements and conditions of all the licenses and authorizations necessary to meet its obligations by virtue of the Order and of these General Conditions;
- p. Take out insurance for the Products with reputable and well-informed insurance firms that covers risks of theft, fire, storms, flooding or other force majeure events. The Seller shall in all the cases insure the transport of the Products for a minimum coverage sum equal to the value of the sale price of the Products. Likewise, it shall present Cargill, at its request and within two (2) subsequent business days, the corresponding policy, except whether otherwise established in the Order.
- q. Not violate, in the exercise of its activities and in compliance with the Order and present General Conditions, the intellectual property rights or any other rights held by third parties;

- r. Indemnify Cargill for any damage as may occur owing to failure to comply with any of the obligations assumed under the aegis of these General Conditions and of the Order;
- s. Misrepresentation of Business Size: Civil penalties, including, but not limited to, those under the civil False Claims Act, 31 U.S.C. 3729-3733 and the Program Fraud Civil Remedies Act, 331 U.S.C. 3801-3812 can be imposed for knowingly misrepresenting the small business size status of your business in connection with a Cargill solicitation/subcontract.

5. Taxes.

All the taxes due on the supply of Products and these General Conditions shall be afforded by the tax payer or party responsible, in the terms of tax legislation in effect at the time and corresponding to the respective place of invoicing, provided that in no case total Order values shall include taxes.

6. Ethics and Anticorruption Expectations.

6.1. The Seller is aware that the Foreign Corrupt Practices Act of the USA (la "FCPA") against bribery and the anticorruption laws of other jurisdictions (jointly with the FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe sanctions, the payment, offer, promise of payment or authorization of payment or offering of cash or any item of value, directly or indirectly through third parties, to any Government Authority (as defined below), political party, employee of a political party or any candidate to a public office, designed to influence them in their official capacity, or induce them to use their influence to assist any person to obtain or maintain business and/or obtain improper advantages.

6.2. The Seller, in the performance of its obligations prescribed in the terms of these General Conditions and/or of the Order, shall not infringe upon the FCPA

or any other Anti-Bribery Law in effect, nor shall it pay, offer, promise to pay or authorize payment or offer cash or any object of value, either directly or indirectly:

- i. To any Government Authority (as defined ahead); or
- ii. To any political party, political party official or any candidate to a public office; With the purpose of obtaining or maintaining business or improper advantages for Cargill.

6.3. No part of the funds paid by Cargill to the Seller shall be used for any purpose that violates the FCPA, the Anti-Bribery Laws in force or any other law applicable to the Seller for the Products acquired by Cargill.

6.4. At the date of the present General Conditions and/or of the Order, none of the owners, employees, officers, managers, or employees of the Seller are a Government Authority (as defined ahead), a political party official or candidate to a public office. For the duration of the present General Conditions and Order, the Seller agrees to notify Cargill in writing if one or more of its owners, board members, officers, leaders, managers or employees becomes a Government Authority (as defined ahead), political party official or candidate to a public office.

6.4.1. Government Authority is understood to be any administrator or employee of the State, in any of its political-territorial instances or branches of the public power, international public organization, or any department or agency thereof, or a company fully or partially owned or controlled by a government, including any person acting in an official position in the name of said entities ("Government Authority").

6.5. The Seller declares its awareness and acceptance, in all its terms, irrevocably and unchangeably, of the Code of Conduct of Cargill Suppliers, attached as

Appendix I to the present General Conditions, and commits to act with business responsibility, integrity and transparency, fully complying with the provisions therein.

7. Liability, Delivery and Guarantee of the Products.

7.1. The Seller is solely responsible and commits to (i) deliver the Products in strict conformity with the conditions, the specifications and the descriptions of the Order and of the present General Conditions, free of conventional, judicial or legal encumbrances of any type, and (ii) assure that the Products are placed at the disposal of Cargill to be used for their intended purposes.

7.1.1. If the Products, in whole or in part, are not delivered in conformity with the conditions, specifications and descriptions of the Order and the present General Conditions, are not fully suitable for the intended purposes and/or are not free of encumbrances of any type, Cargill shall automatically have the right (but not the obligation), to:

- i. Deem terminated the commercial relationship created by these General Conditions and/or by the Order, in which case the provisions of the chapter 10 of the present General Conditions shall apply; or
- ii. Reject the Products delivered in nonconformity with conditions, specifications and descriptions, in which hypothesis the provision in clause 7.1.2 ahead shall apply.

7.1.2. Under the provision in the subitem (a) of clause 7.1.1 above, the Seller shall be obliged to deliver to Cargill, within the three (3) business days following the date on which it receives notice in writing from Cargill in such sense, a quantity of the Products equivalent to the rejected result in accordance with the conditions, specifications and descriptions of the Order, and Seller alone shall afford all costs associated to said replacement. Should the Seller fail to substitute the Products within the timeframe established in this clause, Cargill shall have the right (but not the obligation), regardless of any formality or advice to the Seller, to return the rejected Products to the Seller and purchase them from third parties, in which case the Seller shall be obliged to pay Cargill: (i) the price established in the Order, calculated on the Product quantity paid by Cargill to the Seller prior to the returns and which is subsequently returned; and (ii) all the costs associated with returns of the Products delivered by the Seller, including but not limited to taxes, expenses with transport, insurance and administration; and (iii) as applicable, the amount resulting from the positive difference between the price paid by Cargill to third parties for the Products replaced that which will be returned, and (iv) the price established in the Order, calculated on the quantity of returned Products.

7.2. Cargill shall have the right (but not the obligation) to inspect the manufacture and/or purchases of the Products and proceed with the delivery thereof. The right of inspection prescribed in the present clause does not exempt or restrict the liability of the Seller for the damage caused to third parties or to Cargill for apparent or hidden defects in the Products. Once the defects in the Products have been notified, in addition to the provision in the clauses 7.1 to 7.1.2 above, the Seller shall indemnify third parties and/or Cargill for the damage sustained in relation to the defect in question.

7.3. The delivery of the Products shall strictly meet the timeframe established in the Order. Non-delivery of the Products in accordance with the timeframe established in the Order shall confer Cargill the right (but not the obligation) to cancel the Order and terminate the commercial relationship formed by these General Conditions. The Seller shall be solely liable for all the losses deriving from any delay in the delivery of the Products, including damage and losses, fines and/or sanctions sustained by Cargill owing to the delay in the delivery or cancellation of the order, as applicable.

7.4. The Seller commits to deliver, jointly with the Products, the respective certificates of guarantee, of analysis, of composition and/or the quality of the material used in the manufacture of parts, equipment, components or parts utilized to manufacture the Products within one (1) business day following the date of receipt notice in writing from Cargill in this sense.

7.5. The Seller commits to repair all and any defects in the Products as detected by Cargill in the term prescribed in the Order or in the manual of the Products, if applicable. The Seller shall replace or repair the Products immediately, at its sole and exclusive risk, at no cost for Cargill during the guarantee period.

7.6. If the Seller fails to carry out the repairs or make the substitutions stipulated in the clause 7.1.1, within the 10 (ten) days as of the date on which its receives communication from Cargill requesting repair or replacement, Cargill shall be authorized to hire third parties to do so, and the Seller shall indemnify Cargill, within the five (5) days following the request in writing from Cargill, for all costs, direct and indirect, incurred thereby for the repair or substitution in question, including but not limited to the costs of the purchase of Products to substitute the defective Products. In cases of defective Products substituted by the Seller or where costs of substitution are paid by Cargill, the Seller shall have right to receive the defective Products substituted.

7.7. The Seller is responsible for guaranteeing the quality of the Products and which can be fully used for the intended purpose and for the time established by the laws, the manufacturer or in the Order, whichever the greater. Moreover, if the Seller is not the manufacturer of the Products, it shall be jointly liable with the manufacturer for compliance with the obligations established in this chapter.

8. Delay and Default.

8.1. If the Seller cannot or feels it is unable to fully satisfy with the obligations established in the Order or in these General Conditions for any reason, then it shall immediately inform Cargill verbally and in writing. Said communication by the Seller does not exempt it of any liability regarding any obligation established in the Order and/or in these General Conditions.

8.2. Delay in complying with any of the obligations of the Parties referred to in these General Conditions, in the Order and/or in the applicable legislation, shall be automatically deemed to have occurred as soon as the term for complying with the corresponding obligation has expired, without the need for advice or notification from the other party. For obligations having a fulfillment term not expressly stated in the Order or in the present General Conditions, the party shall be deemed to be in default from the date on which it receives notification in writing of the default from the other Party.

8.3. The Seller shall indemnify Cargill or any third party for any damage (moral, material or any other nature) caused to Cargill or to third parties arising from actions or omissions of the Seller or from acts or facts attributable to the Seller which are contrary to that established in the present General Conditions, in the Order or in the applicable law.

8.4. With due regard for clause 10.3, in the event of default or delay in the payment of the obligations of the Seller under these General Conditions or of the Order, Cargill is authorized by the Seller, irrevocably and unchangeably, to retain and offset any payment owed to the Seller by virtue of these General Conditions and/or of the Order until the effective settlement of the obligations by the Seller and until it pays the appropriate amounts to Cargill, in the terms of these General Conditions and/or the Order.

9. Labor and Pension Responsibility.

9.1. The Contractor shall assume all the responsibilities and shall assure indemnity to Cargill, its employees, shareholders and officers, for complaints originating from or referring to personnel it employs and/or hires for the provision of the Products, accordingly releasing Cargill of liability and/or joint responsibility in the event of default by the Contractor of the obligations it undertook, as established in the labor and/or pension and/or social security rules, in addition to the option of the common right recognized in law 26.773 and all other legal and/or social security and hygiene precautions and/or requirements in force or future, be they laws and/or decrees and/or collective agreements and/or administrative resolutions and/or any other regulation. Cargill shall hold no liability and the Contractor shall keep latter free and safeguarded from the payment of bonuses, vacation, all types of licenses, compulsory payment holidays, sickness or accident insurance, family allowances, dismissal, indemnifications and any other type of obligations introduced by common right, labor and/or pension and/or social security and/or safety and hygiene legislation, as may be introduced during the validity term of the present General Conditions and/or Order.

9.2. The Contractor, at its exclusive cost and risk, shall provide all safety elements for the personnel it employs and/or hires for the provision of the Products

offered by virtue of the Order, such as, for example, though not limited to: fire extinguishers, hard hats, boots, masks, gloves and/or all kinds of protectors.

10. Assumptions for Rescission / Termination.

10.1. The assumptions for rescission, in addition to those prescribed in specific provisions of these General Conditions and/or in the Order, these General Conditions and the Order may be terminated for the following causes:

- a. For a situation of insolvency, order or request for delay or bankruptcy or similar, application for extrajudicial and/or court-supervised reorganization of the other Party, regardless of any prior notification;
- b. By Cargill, at its sole discretion, in the event of (i) any interruption of activities by the Seller and/or its suppliers, which in the judgment of Cargill might hamper in any way the supply of the Products in the conditions and within the timeframe stipulated in the Order and in the present General Conditions; or (ii) default or delay by the Seller of any obligation for which the Seller is obligated by virtue of the present General Conditions and/or the Order;
- c. By the Seller, should Cargill fail to make payments by virtue of the Order and of the present General Conditions, within the 30 (thirty) days as of the date of receipt of the written notice sent by the Seller to Cargill demanding the realization of the payment of the past due amount, if applicable.

10.2. The Parties shall not be obliged to pay indemnification or any penalty whatever in the event of rescission for the cause mentioned in item a) of clause 10.1 above, however all the obligations assumed under these General Conditions and/or of the Order shall be considered to have been born prior to the date of rescission.

10.3. In the case of termination based on subitems b) or c) of clause 10.1 above, the Offending Party shall be subject to a non-compensatory penalty of damage and losses, equivalent to 5% (five percent) of the valor total of the Order, in addition to the reimbursement and/or compensation the losses sustained by the party which did not give origin to the cause of the default and without prejudice to the indemnification and sanctions prescribed in these General Conditions and/or in the Order.

10.4. In any event of termination of these General Conditions and of the Order, not excluding other sanctions and indemnifications established, the Seller shall be obliged to supply those Products whose price has already been paid or, at the discretion of Cargill, return to Cargill all the amounts paid thereby in accordance with the index rate approved in writing by the Parties, whenever so permitted by the applicable legislation.

10.5. Except in cases of intent or gross negligence, the Parties shall not be obliged to pay the other Party indemnification for loss of profit, indirect or consequential damage.

10.6. Any indemnification or compensation payable by Cargill to the Seller as per the Order and/or these General Conditions shall be limited to 10% (ten) percent of the total price of the Products.

10.7. The Parties may, for any reason or without reason, consider these General Conditions and/or the Order anticipatedly terminated without paying any penalty to the other party, whenever so notified in writing to the other party with at least thirty (30) days in advance and that they comply with the obligations validly undertaken prior to the anticipated termination.

11. Non-Disclosure.

The Seller shall keep in absolute privacy all the information as may be disclosed thereto by Cargill, including, but not limited to any information, materials, data, documents and technical specifications which it may have knowledge of or access to, or which may be entrusted thereto, whether or not related to the object of its Order. This obligation shall remain in force for as long as the obligations of the Seller under the Order and these General Conditions are valid, and for the five (5) years following fulfillment or rescission thereof, as applicable.

12. Notices.

All notices, requests, orders and other communications, addressed to any of the Parties, relating to these General Conditions and/or to the Order, shall be in writing to be considered valid, and shall be sent to the addresses of the Parties specified in the Order.

13. General Provisions.

13.1. None of the Parties may, without the prior and expressed consent of the other Party, assign or transfer, in whole or in part, any of its rights or obligations undertaken pursuant to the Order or of these General Conditions.

13.2. Notwithstanding the provision in the clause 13.1 above, Cargill is authorized by the Seller to assign or transfer, in whole or in part, any of its rights and/or obligations undertaken by virtue of the Order and/or of these General Conditions, to any of its related or affiliated companies, be it the head office, branch or subsidiary, direct or indirect.

13.3. The Seller is hereby obligated, irrevocably and unchangeably, not to assign, give as collateral, factorage or in any other way transfer to third parties any credit held against Cargill and that is related to the Order and/or to these General Conditions, without the expressed written authorization from Cargill. Any assignment or transfer made in default of this obligation shall be deemed lawfully null and void, being deemed duly realized all the payments made by Cargill directly to the Seller, and having a discharging effect on the obligations of Cargill.

13.4. The failure by any Party to demand strict compliance with any obligation or condition established in these General Conditions or in the Order, shall be considered mere tolerance and shall not imply modification of the obligation

or condition nor a waiver of the right to demand it in the future, not affecting the validity of these General Conditions and/or the Order or Agreement, and any of its conditions.

13.5. The obligations of each Party established in the present General Conditions or in the Order constitute legal, valid, binding and enforceable obligations in accordance with their terms, and replace all previous agreements, representations, negotiations and arrangements, be they verbal or in writings as provided in their object in whole or in part.

13.6. The Order and these General Conditions may only be amended in writing, with due regard for the following: (i) the Order can only be changed by sending a rectifying request by Cargill to the Seller; and (ii) these General Conditions can only be modified by amendment signed by the Parties or their legal representatives authorized.

13.7. Should any provision of these General Conditions and/or the Order be deemed null and/or contrary to the law, by any Government Authority or jurisdiction, the remaining provisions shall not be affected.

13.8. All the titles of the chapters, clauses, items or other items of these General Conditions are used solely as reference and, accordingly, shall not affect the content thereof.

13.9. The Seller may not use the brands, registered trademarks, logotypes, service marks or other marks owned by Cargill in any way whatever, including, among others, advertising, lists of users or clients, unless the Seller obtains prior consent in writing from Cargill.

13.10. For the interpretation, compliance and enforcement of these General Conditions, the Parties are subject to the laws and to the jurisdiction of the proper courts of the city or region capital of the country where the Order was issued. Seller hereby acknowledges and agrees to fully comply with Cargill's Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.

ATTACHMENT

CARGILL PROCUREMENT & INVOICING REQUIREMENTS

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

1. E-Commerce Provider

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

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

2. Supplier Responsibilities

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

3. Catalog Enablement Process

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

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