

General Conditions for Supplying of Products - Central America

1. Purpose and Application.

1.1. These General Conditions establish rights and obligations between Cargill and the Seller, applicable to specific purchase and sale transactions between Cargill and the Seller, under the terms of the Order. The Order and all General Conditions constitute, as a whole, in mutual obligations between the Seller and Cargill.

1.2. Considering the provisions of clause 2.2, the terms and conditions established in these General Conditions are complementary to those defined in the Order and any Agreement executed between the Parties ("Agreement") and represents an integral and inseparable part of the Order, as if they were transcribed on it. The terms and conditions established in these General Conditions and terms and conditions established in the Order, shall be binding for the Parties and generate irrevocably effects upon the occurrence of one of the following conditions: (i) upon response from the Seller to Cargill implying its intention to provide services to Cargill; (ii) upon accepting the Order forwarded by Cargill to the Seller, either written, oral or by any electronic means; (iii) upon the Seller's signature of any Order; (iv) upon acceptance of these General Conditions and Order through Cargill's services provision website; or (v) the Seller starts a products supplying or complying with any obligation linked to the Order or these General Conditions.

1.3. In addition to arrangements and supplying forms of the General Conditions presented in clause 1.2, these can also be found at Cargill's website: <https://www.cargill.com/page/cargill-po-terms>.

2. Definitions and Interpretation Modes.

2.1. For the purposes of these General Terms and of the Order, the terms in bold and initial capitals shall be read under the definitions below:

- a. "Cargill" refers to the Legal Entity identified as the Purchaser in the Order.
- b. "General Conditions" refers to the present means these General Conditions of Products Supply, which establish the rights and obligations of Seller and Cargill applicable to the purchase and sale made between Cargill and the Seller through the Order.
- c. "Product" refers to all equipment, goods, machinery, and other assets that are object of the Order.
- d. "Order" refers to the purchase order issued by Cargill containing the specific conditions of sale and purchase of the Products specified therein.
- e. "Party" refers to Cargill or the Seller, when separately and indistinctly referred to.
- f. "Parties" refers to the Seller and Cargill, whenever mentioned together.
- g. "Seller" refers to the legal or natural entity identified as Seller, in the Order, responsible for providing the products listed on the Order as well.

2.2. In case of discrepancy or conflict between these General Conditions or the Order provisions, or between these General Conditions and any other communications, documents or instruments exchanged, sent to or received by Cargill and/or the Seller, directly or indirectly related to supplying the Product comprised by the Order, the provisions set out in the General Conditions shall prevail. In case of discrepancy or conflict between the Order provisions and any other communications, documents or instruments exchanged, sent to or received by Cargill and/or the Seller, directly or indirectly related to supplying the Product comprised by the Order, the provisions set out in the Order shall prevail.

3. Validity.

3.1. The Order and these General Conditions shall come into force under the provisions of clause 1.2, with expressly acceptance of the Order and General Conditions herein, and shall remain in force until the date specified in the Order, or until full compliance with the Order and the General Conditions herein, whichever occurs last, meeting all provisions of these General Conditions and the Order.

4. General Liabilities of the Seller

4.1. The Seller undertakes to:

- a. comply with all terms and obligations set forth in the Order and with all those ones set forth in these General Conditions;

- b. provide the Product (s) in strict compliance with the specifications and/or descriptions provided in the Order, including but not limited to, trademark, naming, quantity and packaging;
- c. deliver the Product (s) within the time limits stated 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. comply with the guidelines established by Cargill for supplier’s management, which shall be duly informed to the Seller;
- e. for all Orders issued, provide written confirmation (via email or via the Ariba Network if you are an Ariba Network-enabled supplier) to the Cargill contact listed on the Order within two business days (48 hours). Order confirmation will be one metric used to measure Seller performance; non-compliance may lead to Seller disqualification;
- f. 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.
- g. not to use child labor or similar to slave labor, for fulfillment of the obligations linked to the Order and the General Conditions, in manufacture, purchase and/or delivery of the Product(s). 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;
- h. observe all applicable laws, in particular, but not limited to environmental, tax, labor and social security legislation, in the exercise of its activities;
- i. perform their activities in accordance to the rules, requirements and agreements from public authorities, exempting Cargill from any responsibility due to non- compliance or non-observance;
- j. indicate the Order number in all documents related to the Order and the General Conditions, including but not limited to: bills, invoices, confirmations of shipment/dispatch, way bills, receipts, negotiable bills, correspondence etc.;
- k. mark or provide marks for all packages, containers or other packaging materials that contain the Product, in whole or in part, with the invoice number which follows the Order, unless otherwise expressly waived and provided in the Order;
- l. packing and provide package of the Product (s) in appropriate material, according to the type of Product sold, or even as indicated in the Order;
- m. provide Cargill, along with the Product (s), all documents, manuals, certificates and instructions required, so as to Cargill can use the Product (s);
- n. submit all invoices (s) of the Product (s) along with the shipped product (s), duly stamped and approved by every Tax Office of all states, wherever the Product (s) may pass by; and
- o. arrange the Product (s) to be received by Cargill in accordance with the specifications and/or conditions established in the Order, being the Product (s), in all cases, fit to full use for the intended purpose;
- p. keep valid and enforceable, and comply with all requirements and conditions of all licenses and permits required to fulfill their obligations under the Order and the General Conditions;
- q. provide insurance for the Product (s) from a reliable, reputable, qualified insurance company, covering risks of theft, fire, windstorm, flood and other force majeure events, as well as shipping insurance for the Product (s), in all cases, under value no lesser than the price of the products, and to submit to Cargill , within two (2) business days from its request, the respective policy, except in cases which the Order settles that the responsibility for insurance contracting falls on Cargill;
- r. do not violate any intellectual property right or any other nature held by third parties in the exercise of their activities and in fulfilling the Order and these General Conditions;
- s. indemnify Cargill from any loss arising from non-compliance of the obligations taken by the Seller under these General Conditions and the Order;

- t. do not violate any intellectual property rights or any other nature held by third parties in the exercise of their activities and in fulfilling the Order and these General Conditions;
- u. indemnify Cargill from any loss arising from non-compliance of the obligations taken by the Seller under the General Conditions and the Order;
- v. comply with all laws, statutes, rules, codes, orders and existing immigration regulations ("Immigration Laws"). Moreover, the Seller shall maintain all records required for compliance with the Immigration Laws, within the effectiveness of the General Conditions herein, Order or Agreement; and
- w. 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.

5.1. All taxes levied on the purchase and sell of the Order and these General Conditions subject matter shall be collected by the taxpayer or their representative, according to the tax rule in force, provided that in no case total Order values shall include taxes.

6. Ethics and Anti-corruption provisions.

6.1. The Seller is aware that the Foreign Corruption Practice Act, outside the United States, and the anti-bribery and anti-corruption laws of other jurisdictions (jointly with FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe penalties, the payment, offer, promise of payment or authorization of payment or offer of money or any other value, directly or indirectly, through other parties, to any official (as following defined), political party, political party official or any candidate for any public office, in order to influence them to affect in their official capacity, or inducing them to use their influence to help anyone.

6.2. The Seller, in the performance of the obligations provided by these General Conditions shall not not violate the FCPA or any other Anti-Bribery Laws in force, and/or pay, offer, promise to pay or authorize paying or offering money or any other value, either directly or indirectly: (i) to no Governmental Authority (as defined below); (ii) neither to any political party, political party official or candidate for public office, in order to obtain or retain business or to gain an undue advantage to Cargill.

6.3. No part of funds paid by Cargill to the Seller shall be used for any purposes that violate the FCPA, any existing Anti-Bribery Laws or any other laws applicable to the

Seller regarding products purchased by Cargill.

6.4. By the start of these General Conditions and/or the Order, none of the owners, officers, directors, managers or employees would represent a Governmental Authority (as defined below), political party official or candidate for public office. During these General Conditions and Order effectiveness, the Seller agrees to written notify Cargill whether one or more of its owners, officers, directors, managers or employees becomes a Governmental Authority (as following defined), political party official or candidate for public office.

6.4.1. Governmental Authority means any officer or employee from a government, international public organization, or from any department or agency from the aforementioned entities, or a company owned by, totally or partially controlled by a government, including any person acting in official capability on behalf of such entities ("Governmental Authority").

6.5. Cargill's Provider Conduct Code is in Appendix I of this instrument, given the Seller, in this act, irrevocably, declares knowing and accepting it in all its terms, and is obliged to be a business responsible, with integrity and transparency, fulfilling in totum the provisions in Cargill's Provider Conduct Code.

7. Responsibility, Delivery and Guarantee of the Product.

7.1. The Seller is solely responsible and undertakes to (i) deliver the Product (s) in strict accordance with the conditions, specifications and descriptions of the Order and these General Conditions, free and clear of liens of any kind, business or court, and (ii) arrange the Product (s) to be fit for full use, by Cargill, for the intended purpose;

7.1.1. In the event the Product (s), in whole or in part, is (are) in non-compliance with conditions, specifications and descriptions stated in the Order and these General Conditions, or do not meet their full use and intended purpose, and/or are not free of liens of any kind, Cargill shall have the right (but not the obligation) in an automatic way, to (i) regard terminated these General Conditions and Order, in which case the provisions of Chapter 10 of the General Conditions shall apply; or (ii) reject the

Product (s) delivered under non-compliance with conditions, specifications and descriptions of the Order and these General Conditions, in which case it the provisions of clause 7.1.2 thereof shall apply.

7.1.2. As provided in item (ii) of clause 7.1.1 above, the Seller shall be obliged to deliver to Cargill the quantity of Product (s) equivalent to those rejected, however in compliance with the conditions, specifications and descriptions of the Order and these General Conditions, within three (3) business days from the date of receipt of Cargill's written notification, bearing the Seller all costs associated with replacement. In the event the Seller fails to replace the Product (s) within the period specified in this clause, Cargill will have the right (but not the obligation), regardless of any formality or notice to Seller, to return the Product (s) to the Seller and purchase the Product

(s) from third parties, in which case the Seller shall be obligated to pay Cargill:

(i) the price defined in the Order, calculated on the amount of Product (s) returned and by any form paid by Cargill to the Seller, prior to the Product (s) rejection; and

(ii) all costs caused by the return of Product (s) delivered by the Seller, including but not limited to taxes, transport, insurance and administrative costs; and (iii) the amount resulting from the positive difference, if any, between (a) the price to be paid by Cargill regarding the Product (s) replacing the returned one, and (b) the price established in the Order, calculated on the amount of returned Product (s).

7.2. Cargill will have the right (but not the obligation) to inspect the manufacturing and/or purchase of Product (s) and monitor their delivery. The right for inspection provided in this clause does not exempt or restrict the Seller's liability for occasional losses caused to third parties or to Cargill, resulting from any defects in the Product

(s). As Cargill reports the Seller the Product (s) defect (s) in addition to the provisions of clauses 7.1 through 7.1.2 above, the Seller shall be required to indemnify third parties and/or Cargill from any losses related to the said defect.

7.3. The Product (s) delivery must follow strictly the schedule established in the Order. Failure to deliver the Product (s) according to the schedule established in the Order will give Cargill the right (but not the obligation) to consider the Order and these General Conditions terminated. The Seller shall be sole responsible from every and all losses arising from any delay in delivering the Product (s), including damages, fines and/or penalties incurred to Cargill due to damages caused to Cargill and third parties.

7.3.1. Seller shall notify Cargill immediately upon receiving the Order whether they will be able to comply with the specified delivery date, and in case the Seller fails to comply with such deadline according to what had been informed, Cargill shall be entitled to cancel the Order and/or these General Conditions without any liability before the Seller. In the case of default in the delivery date, Seller shall pay to Cargill, as a fine, 1% (one percent) of the total value of Services per each day of default in the delivery, being such amount automatically deducted from any value yet to be paid by Cargill and the Seller hereby acknowledges and fully accepts this deduction.

7.4. The Seller undertakes to deliver, along with the Product (s), all certificates of guarantee, analysis, composition and/or quality of material related to the manufacture of parts, equipment, components or parts used for manufacturing the Product (s), along with the shipped Product (s), within one (1) working day from the date of receiving Cargill's written notice.

7.5. The Seller agrees to repair any and all defects in the Product (s), indicated by Cargill during the term of guarantee, provided in the Order or in the Product (s) manual, if any, being obliged for immediate replacing or repairing of the Product (s), at its sole and exclusive risk, and with no charges to Cargill during the term of guarantee.

7.6. In the event the Seller fails to provide the repair or replacement as established in clause 7.1.1 above, then, within 10 (ten) days from the date of receiving of Cargill's communication requesting repair or replacement, Cargill is authorized to contract third parties to do so, being the Seller obliged to indemnify Cargill, within five (5) days from Cargill's written request, all costs, direct and indirect, incurred in the mentioned repair or replacement, including, but not limited, to the purchasing of products to replace the defective Product (s). In case the Seller replaces the defective Product (s), or whose replacement costs the Seller pays to Cargill, then the Seller is entitled to take the replaced defective Product (s) back.

7.7. The Seller shall be responsible for ensuring the quality of the Product (s) and that they can be fully used and for the intended purpose, within the term specified by the law in force, by the manufacturer, or the term of guarantee stated in the Order, whichever the longer. Even if the Seller is not the Product (s) manufacturer, the Seller shall respond jointly with the respective manufacturer for the obligations set forth in this chapter.

8. Default and Non Performance.

8.1. In the event that the Seller is unable to manufacture, purchase, deliver or suspect any issues concerning the fulfillment of the obligations determined in the Order or within these General Conditions, due to any reason, Cargill shall be immediately notified, orally and in writing. Such notice issued by the Seller shall not exempt it, under no circumstances, from any obligation determined within Order and/or under these General Conditions.

8.2. Fail in fulfilling, by either Parties, of any obligations undertaken under these General Conditions, related to the Order and/or the applicable legislation within the terms determined in the present General Conditions or within the Order, shall remain effective, indefinitely, by expiration of the term intended for the performance of the corresponding obligation, regardless of notice issuance. For obligations whose fulfillment term is not expressly determined in the Order or the General Conditions, any default shall remain effective from the date the Party in default receives a written notice from the other Party.

8.3. The Seller shall indemnify Cargill or any third parties for any losses and damages (default, material or of other nature) caused to Cargill or to any third parties and related to actions and omissions of the Seller, or actions or events attributable to Seller and which are in disagreement with the information provided in the General Conditions, the Order or in the applicable legislation.

8.4. Without losses for the provisions of clause 10.3 below, in case of non-performance or default concerning the obligations of the Seller under these General Conditions or those of the Order, Cargill shall be, from now on, authorized by the Seller, irrevocably and irreversibly, to withhold any due payments to the Seller, under these General Conditions and/or the Order, until all obligations are remedied by the Seller and until the due amounts are paid to Cargill, under the terms of these General Conditions and the Order.

9. Labor and Social Security Liability

9.1. These General Conditions, as well as the Order, do not determine and shall not determine any employment bonds between Cargill and the Seller and/or its legal representatives, employees, agents or service providers, being the Seller obliged to undertake all labor, social security, land and insurance charges, as well as assume all expenses related to any labor claims that Cargill may experience and which are related to the Order or to these General Conditions, or to the performance or non-performance of any obligation provided within the Order or under these General Conditions, without any solidarity or subsidiary liability or any type of liability bond between the Parties.

9.2. The Seller is obliged to guard and hold Cargill exempt from any liability concerning claims, demands, legal actions, labor claims and representations of any nature, related to the activities carried out by the Seller or by any third parties aiming at fulfilling the Seller's obligations, under the Order or under these General Conditions.

9.3. In the event the Seller and/or any third party related to the Seller, including but not limited to its partner, legal representative, supplier, customer, employee, former employee or any third parties on behalf of the Seller holds a legal action, labor claim or any other legal or extralegal measure against Cargill, the Seller shall be, from now on, obliged to:

(i) bear the consequences of this action; and

(ii) pay Cargill all attorney fees and other expenses concerning the defense of its interests by means of a legal action, to which this provision 9.3 refers to, including, but not restricted to, traveling expenses, lodging, feeding etc.

10. Termination/Rescission

10.1. In addition to other termination terms provided in the specific provisions herein, these General Conditions and Order may only be terminated in the following circumstances:

(i) by either Party, in the event of insolvency, bankruptcy order or adjudication, extra-judicial and/or court recovery request of the other Party, regardless of any notification in advance; (ii) by Cargill, at its sole discretion, in the event of (a) any stoppage of the Seller and/or its suppliers, demonstrating they may impact in any way the Product

(s) supply under the conditions and within the time stipulated in the Order and in the present General Conditions; or (b) non-compliance or default by Seller of any obligations granted to it (Seller) in these General Conditions or in the Order;

(iii) by the Seller, in the event Cargill fails to pay in the terms of the Order and of these General Conditions within 30 (thirty) business days from the receipt of the written notification issued by the Seller to Cargill, in order to perform the payment of the overdue value, if applicable.

10.2. It shall not apply to the Parties the payment of fines or indemnification in the event of termination based on sub item (i), from the clause 10.1 above, however, in the observance of all obligations assumed previously to termination, in the scope of these General Conditions and of the Order.

10.3. Upon termination from items (ii) or (iii) from the clause 10.1 above, the offender Party shall be subject to the payment of a non-compensatory fine corresponding to 5% (five per cent) of the Order total amount, besides the reimbursement and/or indemnification of the losses incurred by the innocent Party arising from the default, without prejudice of indemnifications and penalties provided in these General Conditions and Order.

10.4. In the event of termination of these General Conditions and the Order, not excluding other penalties and indemnities defined in the General Conditions and/or the Order, the Seller shall be obliged to deliver the Product (s) whose price has already been paid or, at discretion of Cargill, Cargill shall return all amounts paid by it, added monetary restatement under IGP-M/FGV index, or the index that may replace it.

10.5. Except for the cases of willful misconduct or gross negligence, the Parties shall not be liable for the payment of indemnification for loss of profits, indirect or incidental damages to the other Party.

10.6. Any compensation or penalty payable by Cargill to the Seller under the Order and/or these General Conditions shall be limited to 10% (ten percent) of the price of the Product (s) total.

10.7 The Parties may, for any reason or no reason, terminate these General Conditions and/or the Order without payment of fine, provided that the Party notify in writing the other party at least thirty (30) days in advance.

11. Confidentiality.

11.1. The Seller shall maintain absolute confidentiality with respect to all information that may be disclosed by Cargill, including, but not limited to any data, materials, information, documents and technical specifications which may have knowledge or access, or which may be trusted, whether or not related to the object of their respective Order. Such obligation shall remain valid for five years after the Seller fulfills all obligations under the Order and the General Conditions, or at their termination.

12. Notifications.

12.1. All notices, requests, demands and other communications sent to either Parties relating to the General Conditions and/or the Order shall be in writing to be considered valid and sent to the addresses listed in the Order.

13. General Provisions.

13.1. Neither Party shall assign or transfer, without prior written consent of the other Party, in whole or in part, any rights or obligations contracted under the Order or the present General Conditions.

13.1.1. With no losses for the provisions of 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 contracted under the Order and/or these General Conditions, to any business corporation member of its economic group.

13.1.2. The Seller hereby undertakes, irrevocably and irreversibly, not assign, give as guarantee or loan, or by no form transfer to third parties any claims it holds against Cargill and which are related to the Order and/or the General Conditions, without the express written permission of Cargill. Any assignment made in breach of this obligation shall be considered null and void, being regarded regularly carried all payments made by Cargill directly to the Seller, and released from Cargill's liability.

13.2. The non-obligation, by either of Parties, regarding the fulfillment of any obligation or condition stated in these General Conditions or in the Order, shall be considered mere tolerance, not implying novation thereof, neither waiver, to any right to demand it in the future, not affecting the validity of these General Conditions and the Order, and of any provisions thereof.

13.3. The obligations of each Party, established in these General Conditions or in the Order, constitute legal, valid, binding and enforceable obligations according to their terms, and supersede all prior agreements, representations, negotiations and understandings, whether oral or writing, disposing, in whole or in part, its object. The Order and these General Conditions may be modified only in writing, provided that: (i) the Order can only be changed through sending of a rectification request by Cargill to the Contracted Party; and (ii) these General Conditions may be changed only through amendment signed by the Parties or their authorized legal representatives.

13.4. In the event that any provision of these General Conditions and/or Order may be deemed as null and/or contrary to the Brazilian law, by any governmental authority or court decision, the remaining unaffected provisions shall remain in force.

13.5. All names of chapters, clauses, sections or other items in these General Conditions are used as references only, and therefore will not affect the content thereof.

13.6. The Seller may not use any brands, trademarks, logos, service marks or other proprietary marks of Cargill, in any ways, including, among others, advertisements, user lists or customer lists, unless the Seller obtains prior written consent from Cargill.

13.7. The Courts of the Judicial District of São Paulo, State of São Paulo, shall be elected as sole competent to knowing an judging any doubt or controversy regarding the General Conditions and/or the Order, expressly rejecting any other establishment, independently of its current or future privileges. 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.