



HPP GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (the “Terms”) govern the purchase by High Plains Processing, LLC (“HPP”) from a contracting seller (“Seller”) of commodities, including soybeans, sunflowers, camelina, and other oilseeds (collectively, the “Products”), unless otherwise agreed in a written agreement signed by HPP. HPP offers to purchase the Products solely pursuant to these Terms and any acceptance by Seller is strictly limited to these Terms. Any additional or different terms proposed by Seller are requests for material alterations of these Terms and are rejected by HPP.

To the extent not inconsistent with these Terms, these Terms incorporate the Grain Trade Rules of the National Grain and Feed Association (the “Rules”), which will apply to all sales of soybeans and other oilseeds covered by the Rules. HPP and Seller acknowledge familiarity with the Rules. HPP and Seller agree all disputes relating to any Products covered by the Rules will be settled by arbitration in accordance with the Rules; in the event the Products at issue are not subject to the Rules, all disputes with respect to such Products will be resolved by arbitration in accordance with the rules of the American Arbitration Association. These Terms and all purchases of the Products hereunder are governed by the laws of the State of South Dakota.

These Terms, along with any applicable purchase order, sale or purchase agreement, or other written agreement signed by the parties, constitute the entire agreement between HPP and Seller with respect to the subject matter thereof (each, a “Contract”). The Contract may not be superseded, cancelled, or amended except in a writing signed by HPP. Time is of the essence in the performance of each Contract.

Seller warrants title to the Products free and clear of any security interest, lien, penalty, charge, or encumbrance, governmental or otherwise. Seller also warrants the Products will: (1) conform to the description and specifications in the Contract; (2) be merchantable and fit for sale to domestic and foreign customers of HPP; (3) be grown within the continental United States, except as otherwise stated in the Contract; (4) not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, and regulations thereunder, or include any article or commodity that may not, under the provisions of such act, be introduced in interstate commerce; (5) be free of all fumigants and pesticides; (6) be free of any rightful claim of infringement of any rights of third parties, including any intellectual property rights; and (7) have been produced in compliance with the Fair Labor Standards Act of 1938, as amended, and regulations thereunder.

Any Products not in compliance with any of the foregoing warranties, and any Products, irrespective of grade, which are tagged, seized, condemned, declared unfit, or are otherwise actionable by any federal, state, or local department, agency, or other entity will be deemed to so fail to conform to the Contract that Seller will retain title to and the risk of loss of such Products. All costs and expenses incurred by HPP with respect to any such Products will be for the account of Seller, and Seller, on demand, will reimburse HPP for all such costs and expenses.

The provisions of Section 202 of Executive Order 11246 (non-discrimination in employment) and any amendments thereto and the rules and regulation issued pursuant to Section 201 of Executive Order 11246 are incorporated by reference into the Contract, and Seller represents, by acceptance of the Contract, that Seller will comply with such executive order, rules, and regulations to the extent the same are applicable to the sale of the Products. Seller agrees to give all notices required by and to comply with all laws, ordinances, rules, and regulations bearing on the Contract and the Products sold under the Contract.

If for any reason Seller repudiates the Contract, fails to make shipment in accordance with the Contract, or otherwise breaches the terms of the Contract or any other agreement to which Seller and HPP are parties (and if a member of HPP or its affiliates, any bylaw, rule, or regulation of HPP or its affiliates), or if HPP, in its sole discretion, determines that any Products are non-conforming and rejects or revokes acceptance of such Products, HPP, without notice to Seller, may extend the time of shipment of conforming Products, cancel the Contract, buy in the Products for Seller’s account and notify Seller when settlement is made, and/or proceed with any other remedy provided by law. In the event HPP decides to buy in, HPP will either buy in the Products at destination, or affect a settlement based on the price that HPP must pay for the same kind and grade of Products at equal stations. In any event, Seller will pay to HPP on demand the amount of any such settlement.

Except as otherwise permitted in writing by HPP, Seller will always advise HPP prior to shipment stating the kind and grade of Products and the number of bushels in each delivery. Except as otherwise agreed, each shipment will be applied to the oldest open Contract between HPP and Seller.

HPP reserves the right to apply off grade grain at market difference without first notifying Seller.



HPP may change the billing instructions at any time prior to shipment and may change the destination of any shipment in transit. Tender of delivery of any Products will not be made and the risk of loss of any Products will not pass from Seller to HPP until the Products have reached HPP's plant and have been graded and weighed.

Any increase in applicable freight rates taking effect before the full performance of the Contract will be paid by Seller. Seller will reimburse HPP on demand for any such amount paid by HPP. Seller will load all cars to capacity as required by the railroad company. Seller will pay dead freight on any cars it fails to load to minimum freight. Seller will pay all weighing, inspection, demurrage, and interest charges. In the absence of routing instructions in the Contract, Seller will ship via the cheapest and/or quickest route. All car numbers and routing must be provided by Seller to HPP prior to date of shipment. Freight must be prepaid when delivered prices are specified.

Acceptance of any delivery by HPP after any breach of the Contract by Seller will not waive any rights or remedies accruing to HPP as a result of such breach. Payment by HPP is conditional upon Seller's completion of delivery of the total quantity of the Products. Any payment made prior to completion of delivery is merely an accommodation. In making such an accommodation, HPP does not waive any conditions of the Contract to be performed by Seller.

HPP will not be liable in any respect for failure or delay in its performance of the Contract if hindered or prevented directly or indirectly by acts of God; weather conditions; car, vessel, or truck shortages; freight embargoes; strikes; labor difficulties; epidemics or pandemics; governmental action of any kind; shortage of fuel or other types of energy (even if preventing or mitigating such shortage was within the reasonable control of HPP); or any other cause beyond HPP's reasonable control. If HPP is for any reason unable to receive any Products, Seller will extend the time for delivery to such time that HPP is able to receive delivery.

HPP will not be liable under any circumstances for any incidental, indirect, or consequential damages, including any lost profits, whether foreseeable or unforeseeable, in any way arising out of or related to the Contract or HPP's performance or non-performance thereof, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability, or otherwise.

Seller will defend, indemnify, and hold harmless HPP and its affiliates and their respective members, managers, officers, employees, agents, and assigns from and against any and all losses, damages, claims, liabilities, and expenses, including attorneys' fees, arising from or related to: (1) the nonconformance of any Products to the requirements of the Contract; or (2) Seller's violation of any of its representations, warranties, or obligations under the Contract.

Seller represents that Seller is not insolvent, as the term is defined under any applicable federal or state law, and that Seller is able to perform its obligations under the Contract. In entering into the Contract, HPP has relied on such representations. In the event Seller's condition, financial or otherwise, is unsatisfactory to HPP, Seller breaches the Contract or any other agreement to which Seller and HPP are parties (and if a member of HPP or its affiliates, any bylaw, rule, or regulation of HPP or its affiliates), Seller is dissolved or liquidated, merges, consolidates, or transfers a substantial part of its property, or all or a controlling portion of Seller's stock or other ownership interests is sold, HPP, in addition to all other remedies available under applicable law, may: (1) terminate the Contract and all other contracts between Seller and HPP, and no rights or remedies against HPP will accrue to Seller on account of such termination, or (2) require Seller to provide adequate assurance of performance including such payment or other security as HPP, in its sole discretion, may specify. If Seller breaches the Contract as to any installment, HPP may declare all future performance of the Contract by Seller to be due and HPP may then terminate the Contract.

Seller will pay to HPP on demand all costs and expenses of enforcement and collection, including court costs and reasonable attorneys' fees. HPP will not be deemed to have waived any of its rights or remedies under the Contract or any applicable law or any other agreement to which Seller and HPP are parties (and if a member of HPP or its affiliates, any bylaw, rule, or regulation of HPP or its affiliates), unless the waiver is in writing, and no waiver will operate as a waiver of any other right or remedy or of the same right or remedy on any future occasion. The Contract will be binding upon and inure to the benefit of HPP and Seller and their successors and assigns; however, neither party may assign any rights or interest in the Contract, or delegate any obligation under it, without the written consent of the other party.

Seller will advise HPP immediately and confirm in writing within 10 days from mailing, emailing, or personal delivery of the Contract of any discrepancies, objections to, or disagreement with the terms of the Contract. Failure to do so will be construed as acceptance of the Contract. No parol evidence, course of dealing or performance, or usage of the trade will be relevant to supplement or explain the Contract. There will be no modification or alteration of the Contract without a written agreement signed by HPP and Seller.