



## HPP GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (the “Terms”) govern the sale by High Plains Processing, LLC (“HPP”) to a contracting buyer (“Buyer”) of commodities, including soybean oil, soybean meal, hulls, lecithin, soapstock, distillate, and other co-products (collectively, the “Products”), unless otherwise agreed in a written agreement signed by HPP. HPP offers to sell the Products solely pursuant to these Terms and any acceptance by Buyer of the Products is strictly limited to these Terms. Any additional or different terms proposed by Buyer 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 following rules which apply to all sales of the Products by HPP, as applicable: (1) the Trading Rules for the Purchase and Sale of Soybean Meal of the National Oilseed Processors Association apply to all sales of soybean meal; (2) the Trading Rules for the Purchase and Sale of Soybean Oil of the National Oilseed Processors Association apply to all sales of soybean oil; and (3) the Feed Trade Rules of the National Grain and Feed Association apply to all sales of Products (other than soybean meal and soybean oil) that by their nature are covered by the Feed Trade Rules (all of the above-referenced rules are collectively referred to herein as the “Rules”). HPP and Buyer acknowledge familiarity with the Rules. HPP and Buyer agree all disputes under these Terms or relating to any Products will be settled by arbitration in accordance with the specific Rules applicable to such Products; in the event the Products at issue are not subject to any of 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 sales 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 Buyer 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 The Contract may not be superseded, cancelled, or amended except in a writing signed by HPP.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.

If any tax (including tonnage tax), public charge, duty, or tariff, or increase therein, is or will be assessed or imposed on any transaction under the Contract, on the Products, on any sale, delivery, or other action taken with respect thereto, or on the export or import of any Products or any raw materials therein, or if any changes will be made in the present customs or railway classification of the Products or raw materials or existing freight rates, each such charge or change will be for Buyer’s account.

Any changes in the price or other terms of the Contract caused by government regulations will entitle HPP to cancel any unshipped portion thereof.

Failure on the part of HPP to deliver the Products, or non-conformity of any installment of the Products with the Contract, will not be a breach of the entire Contract. HPP’s weights are to govern settlement. On sales made F.O.B. delivered basis, no allowance for shortage or damage will be made by HPP unless Buyer furnishes acknowledgement from the carrier that the same occurred in transit. On sales made F.O.B. HPP’s plant or warehouse, Buyer will, in the event of loss or damage in transit, file its own claim with the carrier.

If for any reason Buyer repudiates the Contract, or rejects, fails to accept, or revokes acceptance of any quantity of Products timely delivered thereunder, HPP, without further notice, may extend the time of shipment, cancel the Contract, sell out for the account of Buyer Products of the equivalent grade and quantity and notify Buyer when settlement is made, and/or proceed with any other remedy provided by law. Buyer will pay to HPP on demand the amount of any such settlement.

HPP warrants that the Products have been produced in compliance with the Fair Labor Standards Act of 1938 as amended and that the Products conform to the description in the Contract. HPP makes no other warranty of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. There are no oral agreements or warranties collateral to or affecting the Contract.

The sole and exclusive liability of HPP, and the sole and exclusive remedy of Buyer, for breach of any provision of the Contract by HPP is limited exclusively to replacement of the affected Products, or, at the option of HPP, payment to Buyer of the fair market value of the affected Products at the time of breach. HPP will not be liable under any circumstances for any incidental, indirect, consequential, or other 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. Buyer assumes all risk and liability for results obtained by use or resale of the Products covered by the Contract, whether used or resold singly or in combination with other items. Buyer waives all claims with respect to the Products unless made in writing and delivered to HPP within 10 days after receipt of the Products at issue. Any action on behalf of Buyer for breach of the Contract must be commenced within one year after the cause of the action has accrued.



Buyer 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) any failure by Buyer to perform any of its obligations under the Contract, and (2) Buyer's or Buyer's customers' use or resale of the Products.

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.

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 Buyer represents, by acceptance of the Contract, that Buyer will comply with such executive order, rules, and regulations to the extent the same are applicable to the purchase of the Products. Buyer agrees to give all notices required by and to comply with all laws, ordinances, rules, and regulations bearing on the Contract and the products purchased under the Contract.

Buyer represents that Buyer is not insolvent, as the term is defined under any applicable federal or state law, and that Buyer is able to perform its obligations under the Contract. In entering into the Contract, HPP has relied on such representations. In the event Buyer's condition, financial or otherwise, is unsatisfactory to HPP, Buyer breaches the Contract or any other agreement to which Buyer and HPP are parties (and if a member of HPP or its affiliates, any bylaw, rule, or regulation of HPP or its affiliates), Buyer is dissolved or liquidated, merges, consolidates, or transfers a substantial part of its property, or all or a controlling portion of Buyer'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 Buyer and HPP, and no rights or remedies against HPP will accrue to Buyer on account of such termination, (2) require Buyer to provide adequate assurance of performance including such payment or other security as HPP may specify, (3) declare all sums due HPP by Buyer to be immediately due and payable, and/or (4) make deliveries only on arrival draft of C.O.D. basis or require cash in advance. If Buyer defaults as to any installment of the Contract, HPP may declare all future installments to be immediately due and payable and HPP may then terminate the Contract.

Buyer 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 contract to which Buyer 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 Buyer 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.

Buyer 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 Buyer.

