

TERMS AND CONDITIONS OF SALE ADM GROUP

These Terms and Conditions of Sale and Delivery apply to all agreements between ADM Asia-Pacific Trading Pte Ltd (“**ADM**”) and a customer (“**Purchaser**”) for the sale and delivery of goods (“**Goods**”) from ADM

Exclusive application: Industry standard terms in the ADM sales confirmation shall prevail. Subject thereto, Purchaser acknowledges that all existing and future purchase agreements for Goods shall be solely governed by these Terms and Conditions of Sale and Delivery (the “**Conditions**”) excluding all other terms and conditions. ADM rejects Purchaser’s separate purchase conditions or sales conditions of commercial agents.

Contractual subject-matter: The contractual subject-matter comprises the written sales confirmation from ADM together with these Conditions. In the event of a conflict between these Conditions and any special terms and conditions referred to in the written sales confirmation the latter shall prevail. Any subsidiary oral arrangements are subject to confirmation in writing by ADM. The failure on the part of the Purchaser to return the counter-signed sales confirmation to ADM shall not invalidate the terms stated above and hereinafter.

Scope of duty to deliver: Delivery shall be made within the agreed delivery period at a time chosen by ADM. Where delivery is spread over several months, it shall, unless otherwise agreed, take place monthly in approximately equal installments. ADM shall be obliged to supply only within the scope of its own or affiliates existing capacities and taking account of prior orders placed by other customers. ADM shall be entitled to make partial deliveries. In the event of several agreements being processed at the same time, with the same subject-matter and delivery period, ADM shall determine the sequence of performance. ADM shall be entitled at all times to supply goods at least equal to or superior in quality to its own in the case of delivery “ex production”, the Purchaser shall accept delivery in accordance with the production requirements of the ADM supplying entity. Delivery can always be made from other locations than those specified in the contract, subject to mutual netting of any differences in freight.

Delivery to third parties: Delivery to third parties, in particular to forwarding agents, shall only be made if a requisition is accompanied by clearance certificates duly issued in the name of the ADM supplying entity, the requisition and clearance certificate correspond exactly in terms of quantities and the requisition sets out the respective contract number and lading reference.

Delays in delivery: ADM shall make reasonable effort to meet the agreed dates and times of delivery. ADM shall be entitled to choose the route and means of transport for the Goods. However, ADM shall be released from adherence to contractual delivery dates and periods under circumstances which substantially impede its performance (“**Substantial Impediment to Performance**”). All difficulties of any nature including but not limited to force majeure and acts of God (e.g. floods and low water, ice, delay in and/or loss of harvest, etc.), export and import restrictions, problems in procuring commodities, disruptions of operations (e.g. breakdown of machinery, fire, etc.), strikes or any similar actions, states of emergency or loading and transportation difficulties are deemed to be substantial impediments to performance.

Consequences of delays in delivery: In the event of a Substantial Impediment to Performance, ADM is entitled to (i) rescind the contract with immediate effect without damages or (ii) extend the agreed delivery period by the duration of such impediment and the time required to make adjustments to production schedules as a consequence thereof by up to five (5) months (“**Extension Period**”). ADM shall be entitled but not obliged to supply goods equivalent to those contractually agreed or to replace failed deliveries with (alternate) third-party goods of equal value within the Extension Period. After expiry of the Extension Period, the contract may be rescinded at the request of either party. If continuation of the contract appears unreasonable for either party before the Extension Period has expired, that party may rescind or terminate the contract. ADM shall notify the Purchaser of the duration of the Extension Period.

Consignments by ship/air: ADM shall not be responsible if the vessel/aircraft contracted for shipment is not available in the event of the shipping company having made other arrangements for the vessel/aircraft.

Assumption of risk: Risk while the Goods are in transit shall be borne by the Purchaser unless otherwise stipulated in the respective terms of delivery. Any liability of ADM due to inappropriate packaging or loading shall cease once the Purchaser or a third party has accepted the Goods without objection.

No warranty of properties: The Goods delivered by ADM shall be of satisfactory quality. ADM makes no warranties of a specific property other than that expressly guaranteed in writing by ADM. For further details, please refer to the respective product specifications, if any.

Samples: If the Goods are sold on the basis of samples, the sample shall be representative only. No warranty is given that the Goods shall correspond with the sample.

Permissible weight fluctuations: ADM may deviate from the agreed quantity by +/- 2% without effect on the contract price. In the event of a dispute, ADM’s decision on the quantity of Goods shall be final and conclusive.

Rules relating to sampling: Sampling shall only be performed at the place of shipment by an expert sampler at the Purchaser’s request and expense. Purchaser shall notify ADM of the request for sampling in due time, at the latest when the shipping order is placed.

Conclusiveness of sampling: If a sample has been taken, it shall be conclusive in determining the quality of the Goods. In all other cases the sample taken at the ADM supplying entity shall be conclusive.

Duty of inspection and notification: Purchaser shall carefully inspect the Goods immediately prior to acceptance/acknowledgement of receipt thereof. In the event of a claim, ADM shall immediately be notified in writing with a detailed statement of reasons. The Goods must be retained in their original transport containers on site to enable ADM to assess whether the claim is justified. Purchaser’s claims shall lapse no later than 1 month after the Goods have been delivered.

Processing and reshipment: Before commencing processing, the Purchaser shall determine whether the delivered Goods are suitable for their intended purpose, particularly for subsequent processing purposes. Once the delivered Goods are treated or processed, mixed or combined with other materials, they shall be deemed to have been approved and accepted by the Purchaser. This shall also apply with respect to reshipment of the Goods from the original place of delivery.

Liability arising from product quality of third party manufactured Goods: The Purchaser is fully aware and understands that the Goods have been covered by relevant insurance purchased by the original manufacturer of such Goods. The Purchaser irrevocably agrees that in case of any loss or damages suffered by the Purchaser arising from or in connection with a product quality issue, the Purchaser shall directly negotiate with the manufacturer for compensation indemnifying for such losses or damages. ADM will endeavor to support the Purchaser liaise with the manufacturer in such regard but its participation in the process of negotiations is not required.

Consequential loss or damage: Except in the case of intent, liability for indirect and consequential loss or damage in particular loss of profit, is expressly excluded.

Negligence: In case of negligence by ADM (if proven) and to the extent permitted by law, ADM’s liability shall be limited as follows: a) for losses connected to injury to life, body or health, as well as b) for losses connected to the breach of a significant contractual obligation (which is an obligation essential to the proper performance of the contract which the party typically relies upon and legitimately may rely upon); in such a case, ADM’s liability shall be limited to reimbursement of reasonable losses which are foreseeable and typical.

Carriage paid: Unless expressly agreed otherwise, e.g. in the respective terms of delivery, Purchaser shall bear any additional freight costs as well as specific packaging costs that go beyond standard packaging, incidental charges, public levies and customs duties.

Taxes: All agreed prices shall be exclusive of any tax. Any other applicable taxes and duties shall be paid by the Purchaser in addition to the agreed prices.

New obligations: Should any further-reaching or new obligation of any kind, affecting the terms of the contract, be imposed on ADM by sovereign or official regulations after conclusion of the individual contract, the consequences and additional costs form part of the contract and shall be assumed by the Purchaser vis-a-vis ADM.

Due date: The Purchaser shall be deemed to be in default without a reminder if it fails to effect payment when due unless it proves promptly that it is not responsible for the delay in payment. For the avoidance of doubt, time is of the essence.

Default interest: Default interest may be charged at the rate of 12% per annum. ADM may assert claims for further loss or damage.

Deterioration of creditworthiness: In case of a deterioration in respect of the creditworthiness of the Purchaser, ADM shall be entitled to reduce a stated payment deadline, demand advance payments or rescind the contract. Should the Purchaser be in default with a payment obligation towards ADM, all other payment obligations shall become immediately due for payment, even if the granted deadline for the said obligation has not yet expired.

Setting off: Setting off against counterclaims and retention of any amounts payable by the Purchaser, regardless of the reasons, shall not be permitted on the part of the Purchaser, unless their counterclaims have been finally adjudicated upon by a court or have been recognised by ADM in writing.

Refusal of performance: ADM is entitled to take all reasonable action, including, but not limited to, refuse performance under the contract, if: (i) the Purchaser falls into arrears with the acceptance of a delivery or payment under this contract or any other contract concluded with an ADM company, (ii) doubts arise as to the Purchaser’s solvency and willingness to pay, (iii) the Purchaser’s company is liquidated or transferred to a competitor of ADM or (iv) the credit limit of ADM’s credit insurance for the delivery of the Goods is exceeded. In such cases, ADM shall also be entitled to demand advance payment from the Purchaser or the provision of a bank guarantee. Upon expiration of the deadline, ADM may rescind the contract or the part thereof not yet performed without any liability for damages. In the case of (i) above the joint and several claims of all ADM companies against the Purchaser shall become due immediately, even if bills of exchange or cheques had been provided to this end or payment has been deferred.

Advance Payment: ADM is entitled at any time to demand payment in advance against delivery notice of Goods cleared for loading.

Assignment: The contracting ADM Company is entitled to assign contractual rights and obligations to another company in the ADM Group.

Retention of title: All Goods delivered (“**ROT Goods**”) shall remain ADM’s property until all claims including any future or conditional claims arising under contracts concluded concurrently or at a later date have been fully met.

Ownership of processed Goods: Retention of title shall continue to apply where the ROT Goods undergo treatment or processing. In the event that the ROT Goods are processed, combined and mixed with other materials by the Purchaser, ADM shall acquire co-ownership of the new product in the ratio of the invoice value of the ROT Goods to that of the other materials used. If ADM’s ownership ceases as a result of combining or mixing, the Purchaser hereby assigns title to the new products or materials to the extent of the invoice value of the ROT Goods and shall store these on ADM’s behalf free of charge. The Goods subsequently co-owned by ADM shall be deemed to be RDT Goods.

Re-sale by Purchaser: The Purchaser may only re-sell, process or mix the ROT Goods with other materials in the ordinary course of its business and if it is not in default. Pledges and transfer of ownership as security shall not be permitted. If payment of the purchase price by the customer is deferred the Purchaser shall retain title to the ROT Goods vis-à-vis its customer on the same terms and conditions applied by ADM to retain title of the Goods. The Purchaser is not, however, obliged to also retain title in respect of claims against its customer arising in the future.

Assignment and collection of claims: In the event of re-sale of the ROT Goods, the Purchaser hereby assigns to ADM as security claims for sums due to the Purchaser from the re-sale - where ADM co-owns the ROT Goods in proportion to ADM’s co-ownership rights. The same applies to any other claims superseding the ROT Goods or otherwise arising with respect to these, such as insurance claims or tort claims in the event of loss or destruction. ADM may authorize the Purchaser to collect the claims assigned to ADM in its own name and for the account of ADM.

Surrender of Goods: Should the Purchaser fail to comply with its payment obligations in relation to ADM or should it breach one of the obligations connected to the agreed retention of title, payments which have been deferred shall become immediately due. In such cases, ADM shall be entitled to demand surrender of the goods and to collect these from the premises of the Purchaser. The Purchaser shall have no right of possession. The retaking of the goods by ADM shall not automatically amount to a rescission of the underlying contract.

Duty of notification: In the event of seizure of the ROT Goods by any third party, in particular by attachment, the Purchaser shall immediately disclose to such third party ADM’s ownership of the Goods and notify ADM thereof accordingly to enable ADM to assert its ownership rights. To the extent that the third party is unable to reimburse ADM for the legal costs incurred in this connection, the Purchaser shall be fully liable for payment of such costs.

Release: If requested, ADM may release the ROT Goods and any items or claims superseding them at its sole discretion to the extent that their value exceeds the amount of secured claims by more than 50%.

Sanctions and Anti-Boycott Clause: Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively “**Sanctions**”). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract. ADM undertakes that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause the Purchaser or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. On request, ADM shall provide the Purchaser with appropriate documentation for the purposes of verifying the origin of the goods. Purchaser has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Purchaser or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions. Purchaser agrees and undertakes to ADM that the goods will not be: (i) resold to; (ii) disposed of; or (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to, any country, person or entity, or for the purpose of any commercial activity, which would cause ADM or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If ADM requires, the Purchaser shall provide ADM with appropriate documentation for the purposes of verifying the final destination of the goods. ADM has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause ADM or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions. Purchaser further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause ADM or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, the Purchaser shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of ADM’s violation of the Sanctions. The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S. Without prejudice to the foregoing, the parties agree to cooperate with each other’s reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

Confidentiality: The obligation to maintain confidentiality under the Conditions shall be applicable to any information, data, drawings and knowledge of any kind – whether with or without confidentiality flag – that ADM or affiliated company shall disclose to the Purchaser pursuant to any delivery during the initiation of the business contact and/or the business in oral, written, graphic, machine readable, electronic and/or any other form, or of which the Purchaser shall gain knowledge of in any other way (“**Information Subject to Confidentiality**”). This shall be in particular (but not exclusively): Know-how, in particular recipes, any knowledge as regards production, handling, fundamentals and functions as well as any processing instructions or specifications; any other business and trade secrets such as balance sheets, financing information, negotiation protocols and results; any documents and information which are subject to technical and organizational confidentiality measures and are marked as confidential or which are or to be considered as confidential due to the kind of information or circumstances of the transmission; The Purchaser undertakes to keep strictly confidential any Information Subject to Confidentiality and to take adequate confidentiality measures to prevent their disclosure to unauthorized third parties. The Purchaser undertakes towards ADM in particular, but not limited to, a) to grant access to the Information Subject to Confidentiality only to those of its staff members that necessarily require it for reasons of their activity (“**need-to-know**”-principle) and that are bound to provisions which are at least as strict as those provisions set forth in this clause b) to use the

Information Subject to Confidentiality solely for internal purposes within the contractual purpose and apart from that not to directly or indirectly commercially exploit or reproduce (in particular, but not limited to the prohibition of so called "reverse engineering") in any other way – including for any other personal use – or to have it exploited or reproduced by Third Parties and with respect to the Information Subject to Confidentiality not to apply for any intellectual property rights – in particular, but not limited to trademarks, designs, patents or utility models. Otherwise, ADM's prior written consent is required. c) not to mechanically copy or otherwise reproduce or scan the Information Subject to Confidentiality. The obligations to maintain confidentiality shall not apply to any information or parts thereof that verifiably a) was already in possession of the Purchaser at the time of its disclosure by ADM and that is not subject to the obligation to maintain confidentiality imposed by ADM; or b) expressly was released by ADM in writing; or c) is publicly available through press or other sources accessible to the general public; or d) another party makes accessible to the Purchaser in a legally permissible way; The burden of proof with respect to proving the existence of the above circumstances constituting exceptions rests with the Purchaser. In the event that the Purchaser is bound under applicable law or due to official or judicial order to disclose any Information Subject to Confidentiality, it shall immediately inform ADM in writing and to a reasonable extent provide ADM – in as far as this is possible – with the possibility to oppose to such disclosure and to take judicial protective orders or other appropriate measures.

Intellectual Property: Unless otherwise agreed upon in writing, any intellectual property, including without limitation any know-how, patents, patent applications, trade secrets, trademarks (registered and unregistered), copyrights and designs arising out of or related to the delivery of ADM's goods and services (including related documentation) remains and/or shall become the sole and exclusive property of ADM or its affiliated companies or their licensors. The Purchaser is prohibited to reproduce, copy, distribute, reverse engineer or otherwise make use of any intellectual property related to any of ADM's deliverable and is further prohibited to use ADM's know-how or Information Subject to Confidentiality for any other purpose unless as specifically agreed upon in writing between Purchaser and ADM. The sale of goods or services shall not be construed (neither explicitly nor implicitly) as granting a license to make use of any intellectual property rights owned by ADM. If ADM develops or manufactures goods or carries out services based on specifications of the Purchaser, and the specifications are or become subject to any intellectual property infringement claims by third parties, the Purchaser shall immediately indemnify and hold harmless ADM from such claims upon first demand. The obligation to indemnify relates to any costs incurred by ADM in connection with such claims. ADM provides no warranty or guarantee that use of provided services, goods and finished goods (final products) by Purchaser does not infringe third party rights. Purchaser shall not challenge any intellectual property of ADM, whether registered or not, before courts or any public authorities, and shall withdraw any legal or administrative action and cease any activities initiated to that effect. Purchaser shall not use or register any trademark that is identical or similar to or contains substantial elements of any ADM trademark. Purchaser is obliged to cancel any such Purchaser's trademark registration. ADM may also request Purchaser to cooperate in good faith to immediately assign such trademark, together with any goodwill, at Purchaser's own cost, to any entity named by ADM.

Data Protection: The Purchaser will save and process its customer's data with careful observation of the applicable data privacy provisions either manually or automatically and only for contractual purposes. Reference is made to ADM's data protection regulations which can be retrieved from <https://www.adm.com/privacy-statement>.

Anticorruption Clause: Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods relating to anti-bribery and anti-money laundering ("**Applicable Legislation**"). In particular, each party respectively represents, warrants and undertakes to the other that It shall not, directly or indirectly, a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on: (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) an officer or employee of a public international organisation; (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation; (iv) any political party or official thereof, or any candidate for political office; (v) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or b. engage in other acts or transactions: in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

Place of jurisdiction and applicable law: The contract shall be governed by Singapore law without giving effect to its conflict of laws provision. The applicability of the UN Convention on the International Sale of Goods is excluded. Any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English and the Arbitral Award shall be final and binding upon the parties hereto. The prevailing party shall be entitled to all fees and costs incurred thereto, in addition to such other relief to which the party becomes entitled.

Severability: The invalidity of any provision of the Conditions shall not affect the validity or enforceability of the remaining provisions. In this case, the provision in question shall be replaced with a provision with a similar economic effect to that intended by the parties.

Written form: Any variation of the Terms and Conditions shall only be made in writing.