

Terms and General Conditions for Supply of Merchandise - Brazil

1. Object and Application.

1.1. These General Conditions establish the rights and the obligations of Cargill and of the Seller applicable to the purchase and sale carried out between Cargill and the Seller in the terms of the Order. The Order and these General Conditions constitute a purchase and sale agreement between the Seller and Cargill, between the Seller and Cargill in the absence of a specific instrument.

1.2. With due regard for the provision in clause 2.2 below, the terms and conditions established in these General Conditions are complementary to the terms and conditions defined in the Order and in any Agreement entered into by the Parties (“Agreement”) and are considered to be an integral and inseparable part of the Order, as if they were transcribed therein. 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 generate effects automatically, irrevocably and unchangeably in any of the following hypotheses: (i) by the Seller’s reply to Cargill stating its intention to provide Cargill the Services; (ii) by acceptance of the Order sent by Cargill to the Seller; (iii) by the Seller’s signing of the Order; (iv) if there is no expressed opposition by the Seller to the Order or to the terms of these General Conditions within a term of 5 (five) days counted from receipt of the Order and of these General Conditions by the Seller by any of the means established in this clause; (v) upon acceptance of these General Conditions and of the Order by the Seller at the internet website of the e-trading service provider of Cargill; or (vi) should the Seller begin to provide the Services or begin to comply with any obligation associated to the Order or to these General Conditions.

1.3. In addition to the forms of presentation and delivery of these General Conditions specified in clause 1.2, these General Conditions can be found on the internet website of Cargill at the following address <https://www.cargill.com/page/cargill-po-terms>.

2. Definitions and Rules of Interpretation.

2.1. For the purposes of these General Conditions and of the Order, the terms in bold type beginning with capital letters shall be interpreted as having the definitions specified below:

- i. “Cargill” means the company belonging to the economic group of Cargill Agrícola S/A in Brazil specified in the Order.
- ii. “General Conditions” mean these General Conditions of Merchandise Supply which establish the rights and obligations of Cargill and of the Seller applicable to the purchase and sale carried out between Cargill and the Seller in the terms of the Order.
- iii. “Merchandise” means the set of equipment, products, machines or other goods that are the object of the Order.
- iv. “Order” means the purchase order issued by Cargill containing the specific conditions of purchase and sale of the Merchandise discriminated therein.
- v. “Party” means Cargill or the Seller, when referred to in isolation and indistinctly.
- vi. “Parties” means Cargill and the Seller, when referred to jointly.
- vii. “Seller” means the individual or legal entity specified as Seller in the Order.

2.2. In the event of a discrepancy or conflict between the provisions of these General Conditions and of the Order, or between these General Conditions and communications or any other documents or instruments exchanged, remitted or received by Cargill and/or by the Seller and related, directly or indirectly, to the supply of the object of the Order, the conditions prescribed in these General Conditions shall prevail. In the event of a discrepancy or conflict between the provisions of the Order and any communications or other documents or instruments exchanged, remitted or received by Cargill and/or by the Seller and related, directly or indirectly, to the supply of the object of the Order, the conditions prescribed in the Order shall prevail. Lastly, in the event of conflict between the Agreement and these General Conditions, the provisions laid down in the Agreement shall prevail.

3. Validity.

3.1. The Order and these General Conditions shall come into effect in the terms of clause 1.2 and shall remain in effect until the date established in the Order or until full satisfaction of that specified in the Order and in these General Conditions, whichever occurs last, with due regard for the other provisions of these General Conditions and of the Order.

4. General Obligations of the Seller.

4.1. The Seller shall:

- a. comply with all the terms and obligations established in the Order and with all the terms and conditions established in these General Conditions;
- b. for all Orders issued, provide written confirmation (via email or via the Ariba Network if you are an Ariba Network-enabled supplier) to Purchaser 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.
- c. furnish the Merchandise in strict conformity with the specifications and/or descriptions prescribed in the Order, including but not limited to mark, nomenclature, quantity and packaging;
- d. deliver the Merchandise within the timeframe established in the Order (“On-Time Delivery”) or, if Seller is unable to meet the On-Time Delivery, Seller will confirm with Purchaser an updated delivery date during Order confirmation or as soon as Seller is aware of not being able to complete On-Time Delivery;
- e. 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;
- f. not use child labor or slave-like conditions in meeting their obligations under the Order and of these General Conditions, in the manufacture, acquisition and/or delivery of the Merchandise. 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 applicable legislation, in particular, but not limited to the environmental, tax, labor and social security legislation in the exercise of its activities;
- h. carry out its activities in accordance with legislation, requirements and understandings originating from public authorities, exempting Cargill of any liability arising from non-compliance or non-observance;
- i. mention the number of the Order in all the documents related to the Order and to these General Conditions, including but not limited to: invoices, bills, shipment/dispatch confirmations, bills of lading, receipts, duplicates, correspondences etc.;
- j. mark or ensure marking of all the packets, packagings or other forms of wrapping totally or partially containing the Merchandise with the number of the accompanying invoice and number of the Order, except when such information is expressly waived in the Order;
- k. pack, package or have packed or packaged the Merchandise in suitable material, according to the type of Merchandise sold or as specified in the Order;
- l. furnish Cargill, jointly with the Merchandise, all the documents, manuals, certificates and instructions as necessary for Cargill to make use of the Merchandise;
- m. present all the Invoices of the Merchandise jointly with the Merchandise delivered and duly stamped and duly approved at all Tax Posts of all the States of transit of the Merchandise; and
- n. assure that the Merchandise is received by Cargill in accordance with the specifications and/or conditions established in the Order, and in any case the Merchandise must be suitable for full use for its intended purpose;
- o. maintain valid and effective and comply with all the requirements and conditions of all the licenses; and

- p. not infringe upon intellectual property right or of any other nature owned by third parties in the exercise of its activities and in compliance with the Order and these General Conditions;
- q. not infringe upon intellectual property right or of any other nature owned by third parties in the exercise of its activities and in compliance with the Order and these General Conditions;
- r. indemnify Cargill for any loss it may incur for failing to meet any of the obligations undertaken by the Seller under these General Conditions and the Order, limited to the value of the Order; and
- s. abide by all existing immigration laws, statutes, rules, codes, orders and regulations ("Immigration Laws"). Additionally, for the entire duration of these General Conditions, the Order or the Agreement, the Seller shall maintain all the registrations required in conformity with Immigration Laws.
- t. 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 due on the purchase and sale of the object of the Order and of these General Conditions shall be paid by the tax payer or party responsible, in the terms of the tax legislation in force at the time of the respective billing, provided that in no case total Order values shall include taxes.

6. Ethics and Anti-Corruption Devices.

6.1. The Seller is aware that the Foreign Corrupt Practices Act of the USA ("FCPA") and the anti-bribery anticorruption laws of other jurisdictions, such as, for example, Law 12.846/13 in Brazil (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, political party official 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.

6.2. The Seller, in the performance of its obligations prescribed in the terms of these General Conditions, 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) any Government Authority (as defined below); or (ii) any political party, political party official or any candidate to a public office in order to obtain or maintain business or obtain improper advantages for Cargill.

6.3. No part of the funds paid by Cargill to the Seller shall be used for any purposes that infringe upon the FCPA, any Anti-Bribery Laws in force or any other laws applicable to the Seller in relation to the services offered to Cargill.

6.4. At the date of the present General Conditions and/or the Order, none of the owners, board members, officers, leaders, managers or employees is a Government Authority (as defined below), political party official or candidate to a public office. For the duration of the present General Conditions and the 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 below), political party official or candidate to a public office.

6.4.1. Government authority is understood to be any administrator or public employee of the three levels of government and/or three powers (executive, legislative and judicial), 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 Code of Conduct of Suppliers of Cargill is included as Appendix I of this instrument, and it is certain that the Seller hereby irrevocably and unchangeable declares its acknowledgment and acceptance thereof, in all its terms, and commits to act with business responsibility, integrity and transparency, fully comply with the provisions laid down therein.

7. Liability, Delivery and Guarantee of Merchandise.

7.1. The Seller shall be the sole party responsible and commits to (i) deliver the Merchandise in strict conformity with the conditions, specifications and descriptions of the Order and these General Conditions, free and clear of onus of any nature, commercial or judicial, and (ii) assure that the Merchandise is fully usable by Cargill for its intended purpose.

7.1.1. In the hypothesis that the Merchandise, in whole or in part, is delivered in non-compliance with the conditions, specifications and descriptions of the Order and these General Conditions is not fully usable for its intended purpose and/or is not free and clear of onus of any nature, Cargill shall automatically have the right (but not the obligation) to (i) consider these General Conditions and the Order to be rescinded, in which case the provisions of chapter 10 of these General Conditions shall apply; or (ii) reject the Merchandise delivered in non-compliance with the conditions, specifications and descriptions of the Order and of these General Conditions, in which case the provision in clause 7.1.2 below shall apply.

7.1.2. In the hypothesis prescribed in item (ii) of clause 7.1.1 above, the Seller shall be obliged to deliver Cargill the quantity of Merchandise equivalent to the rejected amount, but in accordance with the conditions, specifications and descriptions of the Order and these General Conditions, within 3 (three) business days counted from the date on which it receives written communication from Cargill in this sense, the Seller affording all the costs associated to the replacement. Should the Seller fail to replace the Merchandise within the term established in this clause, then Cargill shall have the right (but not the obligation), regardless of any formality or communication to the Seller, to return the Merchandise to the Seller and acquire the Merchandise from a third party(ies), whereupon the Seller shall be obliged to pay Cargill: (i) the price established in the Order calculated on the quantity of Merchandise returned and as may have been paid by Cargill to the Seller prior to rejection of the Merchandise; and (ii) all the costs associated to the return of the Merchandise delivered by the Seller, including but not limited to expenses incurred with taxes, transport, insurance and administrative costs; and (iii) the sum resulting from the positive difference, if any, between (a) the price that Cargill comes to pay for the Merchandise in replacement of that returned, and (b) the price established in the Order, calculated on the quantity of Merchandise returned.

7.3. The delivery of the Merchandise must strictly follow the schedule established in the Order. Failure to deliver the Merchandise in accordance with the schedule established in the Order shall give Cargill the right (but not the obligation) to consider the Order and these General Conditions rescinded.

7.4. The Seller is obligated to deliver, jointly with the Merchandise, the respective certificates of guarantee, analysis, composition and/or quality of the material used for the parts, equipment or components in the manufacture of the Merchandise jointly with the Merchandise delivered or within 1 (one) business day counted from the date on which it receives written communication from Cargill in this sense.

7.5. The Seller commits to remedy all and any defects in the Merchandise that were pointed out by Cargill during the guarantee term prescribed in the Order or in the Merchandise manual, if applicable, and is obligated to replace or repair the Merchandise immediately, at its entire and exclusive account and risk, without any onus for Cargill during the entire guarantee period.

7.6. The Seller is responsible for guaranteeing the quality of the Merchandise and that it may be fully used for its intended purpose for the term established by current legislation, by the manufacturer, or for the guarantee term established in the Order, whichever the greater. Even if the Seller is not the manufacturer of the Merchandise, the Seller shall be jointly liable with the respective manufacturer for meeting the obligations established in this chapter.

8. Delay and Default.

8.1. Should the Seller be unable to manufacture, acquire, deliver, or suspects it might face a problem in fully meeting the obligations established in the Order or in these General Conditions, for any reason, it shall immediately notify Cargill, verbally and in writing. Said communication by the Seller shall not exempt it, in any way whatever, from any obligation established in the Order and/or in these General Conditions.

8.2. The delay in compliance, by either Party, with any obligations assumed under these General Conditions, the Order and/or applicable legislation within the timeframe established in these General Conditions or in the Order shall be automatically characterized upon expiry of the term for compliance with the corresponding obligation, regardless of advice or notice. For the obligations where the fulfillment term was not expressly established in the Order or in these General Conditions, the delay shall be characterized as of the date on which the Party in delay receives written communication from the other Party.

8.3. The Seller shall indemnify Cargill or third parties for any loss and damages (moral, material or of any other nature) caused to Cargill or a third parties and provably related to actions or omissions by the Seller or to an act or fact assignable to the Seller and which is in disagreement with that stipulated in these General Conditions, in the Order or in applicable legislation, and said indemnification shall always be limited to the value of the Order.

9. Labor and Social Security Liability.

9.1. These General Conditions, as well as the Order does not establish nor shall they establish any employment relationship between Cargill and the Seller and/or its legal representatives, employees, workers or service providers, and the Seller shall afford all the labor, social security, land and insurance charges, and shall be liable for the expenses relating to any labor claims brought against Cargill in connection with the Order or with these General Conditions, or with compliance or default on any obligations prescribed in the Order or in these General Conditions, there being no joint or subsidiary liability or any form of shared liability between the Parties.

9.2. The Seller commits to preserve and keep Cargill free and clear of claims, complaints, actions, labor suits and representations of any kind, relating to the activities carried on by the Seller or by third parties to meet the obligations of the Seller under the Order or these General Conditions.

9.3. Should the Seller and/or any party related to the Seller, including but not limited to, its partner, legal representative, supplier, client, employee, former employee or any third party creditor of any kind of the Seller come to file action, a labor complaint or any other judicial or extrajudicial measure against Cargill, the Seller hereby shall:

- i. appear as defendant to suit; and
- ii. pay Cargill legal counsel fees and other costs laid down thereby in the defense of its interests in the legal action referred to in this 9.3, including but not limited to travel, accommodation, food expenses etc.

10. Hypotheses of Rescission / Termination.

10.1. In addition to the other hypotheses of termination prescribed in specific provisions of these General Conditions, these General Conditions and the Order may only be rescinded in the following cases: (i) by either Party, in the event of insolvency, filing for or declaration of bankruptcy, application for court-supervised and/or extrajudicial reorganization of the other Party, regardless of any prior notice; (ii) by Cargill, at its discretion, in the hypotheses of (a) any paralyzation of the activities of the Seller and/or its suppliers and that demonstrate, at the discretion of Cargill, that might adversely affect in some way the provision of the Services in the conditions and within the term stipulated in the Order and in these General Conditions; or (b) default or delay, by the Seller, of any of the obligations attributed thereto (Seller) in these General Conditions or in the Order; (iii) by the Seller, should Cargill fail to make the payments effectively due in the terms of the Order and these General Conditions within 30 (thirty) business days counted from the date of receiving written notice sent by Seller to Cargill for latter to make payment of the past due amount, if applicable.

10.2. Any indemnification or fine owed by Cargill to the Seller under the Order and/or of these General Conditions shall be limited to 10% (ten) percent of the total price of the Merchandise.

10.3. The Parties may, for any or no reason, rescind the present General Conditions and/or the Order, without paying a fine, provided they send written communication to the other Party at least 30 (thirty) days in advance.

10.4. It is hereby agreed that Cargill may automatically terminate, without observing prior notice, the present General Conditions and the Order, in the event of default by the Seller on the provisions established in the present General Conditions and in the Order.

11. Non-Disclosure.

11.1. The Seller shall maintain absolute privacy of all the information disclosed thereto by Cargill, including, but not limited to, any data, materials, information, documents and technical specifications which it gains knowledge of or has access to, or which is entrusted thereto, whether or not related to the object of the respective Order. This obligation shall remain valid for a further five years after meeting all the obligations of the Seller under the Order and these General Conditions, or rescission thereof.

12. Notices.

12.1. All notices, requests, applications and other communications sent to either Party, relating to these General Conditions and/or the Order shall be in writing to be deemed valid, and sent to the addresses of the Parties specified in the Order.

13. General Provisions.

13.1. Neither Party 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 assumed under the Order or these General Conditions.

13.1.1. Notwithstanding the provision in clause 13.1 above, Cargill is hereby authorized by the Contractor to assign or transfer, in whole or in part, any of its rights and/or obligations assumed under the Order and/or these General Conditions to any company within its economic group.

13.1.2. The Contractor hereby undertakes, irrevocably and unchangeably, not to assign, give as collateral, securitize or in any way transfer to third parties any credits it may hold against Cargill and that are connected to the Order and/or to these General Conditions, without expressed written authorization from Cargill. Any assignment made in default of this obligation shall be deemed lawfully null and void, being considered duly realized all the payments made by Cargill directly to the Contractor and discharging the obligation of Cargill.

13.2. Failure by either Party to demand compliance with any obligation or condition established in these General Conditions or in the Order shall be considered mere tolerance, not implying novation, nor the waiver of the right to demand it in the future, and shall not affect the validity of these General Conditions and the Order and any of its conditions.

13.3. The obligations of each Party established in these General Conditions or the Order constitute legal, valid, binding and enforceable obligations in accordance with their very terms, and substitute all prior contracts, proposal, representations, negotiations and understandings, be they verbal or in writing, providing on the object hereof, in whole or in part. The Order and these General Conditions shall only be amended in writing, with due regard for the following: (i) the Order can only be altered by sending a rectifying request from Cargill to the Contractor; and (ii) these General Conditions can only be altered by way of an amendment signed by the Parties or their duly-accredited legal representatives.

13.4. Should any provision of these General Conditions and/or the Order come to be considered null and/or contrary to Brazilian law, by any government authority or court decision, the other provisions shall not be affected and shall remain in force.

13.5. All the titles of the chapters, clauses, items or others of these General Conditions are merely used as reference and, therefore, shall not affect the content thereof.

13.6. The Contractor may not use the marks, registered trademarks, logotypes, service marks or other marks owned by Cargill in any way whatever, including, among others, advertising, lists of users or client lists, unless the Contractor obtains prior written consent from Cargill.

13.7. The Parties hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, as the only courts to accept and judge any query or controversy arising from these General Conditions and/or the Order, expressly waiving any other court, however privileged it may be. Seller hereby acknowledges and agrees to fully comply with Cargill's Supplier Code of Conduct, which can be accessed in its entirety at <http://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.

4. Invoicing and Payment

Seller will invoice Cargill for the amounts due under the Order. Except as otherwise set forth on the face of the Order, Cargill will pay Seller all undisputed amounts within 90 calendar days after receipt of the applicable invoice or receipt of the Goods (or performance of the Services) whichever is later or within such lesser period of time as is required by Law.