

## TRUCKING TERMS & CONDITIONS (T&Cs)

Green Plains Trade Group LLC and/or Green Plains [redacted] [insert plant entity] LLC ("Green Plains") and you, as carrier as set forth in Green Plains' Vendor Maintenance and Taxpayer Identification Request Form ("Vendor Form") ("Carrier"), agree to the following T&Cs:

- 1. Contract Carrier Authority.** Carrier is engaged in the business of transporting property and is a duly qualified contract carrier by motor vehicle, holding operating authority from the Federal Motor Carrier Safety Administration (or one of its predecessor agencies) and Docket Number (the "Docket").
- 2. General Obligations.** (a) Green Plains shall tender to Carrier, and Carrier shall transport and deliver in its motor vehicle equipment, certain of Green Plains' commodities on a continuing and recurring basis, pursuant to the provisions of these T&Cs. (b) Carrier shall furnish, operate and maintain in good working condition and suitable appearance, at its own expense, all motor vehicles and all equipment necessary to perform the services required under these T&Cs and shall assume all incidental costs and expenses including, but not limited to, all costs and expenses incident to or arising out of the cleaning, maintenance, repair, or operation of such equipment, fuel, and supplies. Carrier agrees to save and hold Green Plains harmless from and against all such costs, expenses and liabilities. Carrier shall also provide, train, supervise, and control all necessary drivers and dispatchers, and procure all necessary licenses for the proper operation of the equipment so furnished. (c) Carrier assumes and shall pay any and all contributions, taxes and assessments which may be required to be paid under any Workers' Compensation, Unemployment Compensation, Disability, Old Age Pension, Social Security, or any similar laws, by reason of the employment by Carrier of Carrier's employees, and Carrier shall in all other respects comply with such laws. If, under the applicable State Unemployment Compensation Law, Carrier has the right to elect whether or not to come under and be bound by the terms of such Law, Carrier shall either self-insure or promptly register under said Law. (d) Carrier shall keep Green Plains' cargo free and clear from, and shall indemnify, defend and hold Green Plains harmless from and against, all liens related to payment for which Carrier is responsible arising out of the transportation services, including, but not limited to, materialmen's, laborers' and mechanics' liens. Carrier shall deliver to Green Plains prompt written notice of actual or prospective claims of any such liens known to Carrier. Carrier shall not have a lien on any cargo for which Carrier provides transportation services under these T&Cs. (e) Sanitary Feed Transportation. (1) Carrier shall ensure that the last load carried prior to any load of grain, DDGs, or other commodity was not any prohibited animal product, by-product, medication or non-feed bulk materials including (but not limited to) the following items ("Prohibited Items"): animal by-product meal, animal digest, animal liver, antibiotics, blood products, bone meal, bone marrow, food waste, garbage, glass, pet food, dried meat solubles, fleshings hydrolysate, food processing waste, glandular and extracted glandular meal, hydrolyzed hair, hydrolyzed leather meal, meat, meat and bone meal, meat and bone meal tankage, meat by-products, meat meal, meat protein isolate, medicated feed, restaurant food waste, salvage pet food, stock, unborn calf carcasses. (2) if a carrier hired by Carrier's last load is a prohibited item as noted, Carrier shall provide a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items; and (3) in general trucks must be clean and in good repair. (4) Carrier shall ensure all drivers and employees are trained on sanitary feed transportation, retain documentation proving this training occurred, and use the FDA suggested training program or an equivalent option. (5) if Carrier's last load is a prohibited item as noted, Carrier shall provide a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items (6) in general trucks must be clean and in good repair. (7) Carrier shall ensure all drivers and employees are trained on sanitary feed transportation, retain documentation proving this training occurred, and use the FDA suggested training program or an equivalent option. (8) Green Plains reserves the right to request drivers sign certifications regarding their last load, visually inspect all trucks, and to require trucks that are only used to haul animal feed.
- 3. Term and Termination.** These T&Cs, including any document made a part hereof, shall commence upon any shipment shall remain effective until: (a) terminated by Green Plains; (b) by mutual agreement of Green Plains and Carrier; (c) upon the discontinuance of business operations by either party which discontinuance of business materially affects such party's ability to perform the obligations agreed to pursuant to the terms of these T&Cs; or (d) upon notification to Green Plains that Carrier has been issued a U.S. Department of Transportation Safety Rating of less than "Satisfactory". Termination of these T&Cs for any reason shall not release either party from any obligation that may have accrued before such termination, nor shall it preclude either party from exercising any remedies it might have in law or equity.
- 4. Carrier's Service Designed to Meet Green Plains' Distinct Needs.** The parties agree and acknowledge that the transportation services provided for under these T&Cs are designed to meet the distinct needs of Green Plains, and it is specifically because Carrier acknowledges its ability and willingness to meet such distinct needs that Green Plains has entered into these T&Cs. Carrier shall provide all services in a prompt, efficient and safe manner and shall warrant the safe and prompt delivery of the goods without loss, damage, delay or contamination. Carrier and Green Plains acknowledge that this is a private contract to provide specified services under specified rates and conditions, and, to the extent permitted by 49 U.S.C. §14101, hereby waive all rights, obligations and remedies they may have under 49 U.S.C. §13101 through §14901 for the transportation covered by these T&Cs, (except on matters relating to registration, insurance and safety fitness) only to the extent such rights, obligations and remedies are in conflict with these T&Cs.
- 5. Determination of Freight Charges.** Freight charges and fuel surcharges shall be those agreed to by a recorded phone call, email or other document. Unless expressly stated and agreed to otherwise herein, all such charges shall be inclusive of (a) all origin and destination services (including, but not limited to loading and unloading services) required by Green Plains; (b) all accessorial charges; (c) all fuel surcharges; (d) all hazardous material fees; and (e) all detention charges.
- 6. Invoicing and Payments.** All commodities transported by Carrier for Green Plains, whether received from Green Plains or from a third party, shall be transported under the terms and conditions of these T&Cs. Each shipment may be evidenced by a recorded telephone call, an email or document showing the product and quantity thereof received and delivered by Carrier at the loading and unloading points, respectively. Green Plains' payment of invoices shall not constitute acceptance of shipments and shall be subject to adjustment for errors, shortages, product damage, loss, discounts or defects.
- 7. Scope and Governing Rules.** These T&Cs shall apply to and govern all shipments tendered to Carrier for shipment to and/or from Green Plains' facilities, including shipments to and/or from any locations other than Green Plains' facilities, and shipments from suppliers shipping to Green Plains. To the extent any term or provision in these T&Cs differs or is contrary to a term or provision of any tariff, bill of lading, freight bill, or other shipping or delivery document, the terms and provisions of these T&Cs shall supersede and govern.
- 8. Loading and Handling Obligations.** Carrier may be responsible for loading Green Plains' freight onto Carrier's equipment at the origin point and for unloading Green Plains' freight at the delivery point. When on Green Plains' premises, Carrier, its subcontractors and agents shall comply with the safety practices and procedures established for those premises. Carrier is responsible for maintaining an accurate count of all of Green Plains' freight at all times such freight is in Carrier's possession, custody, or control. Carrier, Carrier's employees, agents and/or authorized representatives may visually inspect and count Green Plains' freight during the loading process and during all times in which such freight is in Carrier's possession, custody, and control. Carrier shall also be responsible for ensuring Carrier's equipment is clean, free of any residue and appropriate for the Green Plains' freight.
- 9. Loss of or Damage to Property, Third-Party Claims.** (a) Loss of or Damage to Property of Green Plains or Third Parties. (i) Regardless of the points of origin, destination or location of the transportation services provided, Carrier shall be liable to Green Plains in the same manner and to the same extent as a common carrier under 49 U.S.C. §14706 (or its successor statute) for loss of, damage to, contamination of, or delay in delivery of Green Plains' products when tendered and accepted for transportation hereunder, except where such loss or damage results from (A) acts of God, or public authority, or (B) acts of Green Plains. Irrespective of any provisions in Carrier's tariffs, service guides or similar publications, Carrier's liability for loss, damage, contamination, or delay shall be determined solely by the terms of these T&Cs. Any attempts to limit Carrier's liability by tariff or other provisions incorporated by reference in a bill of lading or other shipping document shall be deemed null and void. Products which have been tendered to Carrier in good order and condition, and subsequently delivered by Carrier in damaged or contaminated condition, or lost or destroyed, or unreasonably delayed in delivery, shall be conclusively deemed to have been damaged, contaminated, lost, destroyed, or delayed by Carrier's negligence unless Carrier can otherwise establish by clear and convincing evidence. (ii) Carrier's acceptance of Green Plains' products for transportation shall be deemed to occur at the time such products (or any part thereof) pass the flange of the loading valve on Carrier's trailer. (iii) Claims against Carrier for loss of, damage to, contamination of, or delay in delivery of the Green Plains' products and the processing of any salvage shall be governed by 49 C.F.R. Part 370, or any applicable successor regulations, except as otherwise set out in these T&Cs. Carrier shall not dispose of any damaged or contaminated cargo, without the prior written consent of Green Plains. Green Plains may determine, within its sole discretion, and not subject to a reasonableness standard, whether and how the cargo, may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Green Plains' claim against Carrier. Green Plains shall have the right to remove all identifying marks or labels when Carrier pays Green Plains for the full value of the damaged or contaminated cargo and requests possession of the salvage. Alternatively, the cargo shall be permanently marked as "damaged" or a similar notation, without debiting Green Plains for such notations. If any portion of 49 C.F.R. Part 370 conflicts with any portion of these T&Cs, the provisions of these T&Cs shall govern. (iv) The parties agree and Green Plains declares that, in case of loss, contamination, or damage to Green Plains' products, the value of such products and the liability of Carrier for any cause for which Carrier may be liable, shall be the full invoice value of the product, subject to reasonable mitigation of the lost, contaminated, or damaged products, plus all reasonable additional transportation costs. Such full invoice value shall be determined by the invoice between Green Plains and the consignee, or if Green Plains is the consignee, the invoice between the consignor and Green Plains. (v) Carrier shall be liable to Green Plains and to third parties for any loss or contamination of, or damage to any products or property, where and to the extent such loss, contamination, or damage is the result of Carrier's negligence or willful misconduct. (vi) The parties agree that, in case of loss or contamination of, or damage to any products or property of third parties or Green Plains, the value of such products or property and the liability of Carrier for any cause for which Carrier may be liable, shall be the fair market value of such products or property or the reasonable cost of repair, whichever is less. (b) Loss of or Damage to Property of Carrier. (i) Green Plains shall be liable to Carrier for loss of or damage to any property of Carrier where and to the extent such loss or damage is the result of Green Plains' gross

negligence or willful misconduct. (ii) The parties agree that in case of loss or damage to any property of Carrier, the value of such property and the liability of Green Plains for any cause for which Green Plains may be liable, shall be the fair market value of such property or the reasonable cost of repair, whichever is less.

**10. Indemnification.** (a) Except as expressly provided below Carrier agrees to hold harmless and unconditionally indemnify Green Plains against and from all liability, cost, expenses, claims, and damages which Green Plains may at any time suffer or sustain or become liable for by reason of: (i) Any and all penalties, fines, costs or expenses of any character which may be enforced or sought to be enforced against Green Plains or Carrier by reason of the violation or alleged violation by Carrier of any federal, state or local law or regulation; (ii) Any and all claims, actions and causes of action which may at any time arise by reason of accident or damage to the property of either party or third parties or the injury to or death of any party including employees of either party or any third parties caused by any negligent act or omission of Carrier, its officers, agents, or employees arising from or in connection with: (A) The maintenance, use, or operation (including loading and unloading) by Carrier or its agents, or employees of any motor vehicles or equipment used by Carrier in performance of these T&Cs; or (B) Carrier's performance of the transportation services to be provided under these T&Cs; (iii) Any and all claims, actions and causes of action which may at any time arise by reason of any state or local sales tax that may be assessed on payments made by Carrier to Green Plains for loss or damage to Green Plains' commodities or any other property of Green Plains. (b) The indemnity herein provided shall include, but shall not be limited to, all costs, expenses, and attorneys' fees incurred or payable by Green Plains in settling such claims or penalties or fines or in investigating or defending against the same. (c) Notwithstanding any other provision in these T&Cs, such indemnity of Carrier shall not hold Green Plains harmless from or against any such penalty, fine, claim, action or cause of action shown to arise from the negligence of Green Plains. Where personal injury, death or loss of or damage to property (excluding property of Green Plains or Carrier) is the result of the joint negligence or willful misconduct of Carrier and Green Plains, Carrier's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct. d. This Section 10 shall not apply to claims for lost, contaminated, damaged or delayed cargo that are covered by Section 9(a) above.

**11. Insurance.** (a) Carrier shall obtain and maintain at all times the following insurance coverage: (i) Commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the amount required by applicable state and/or federal law, whichever is greater, insuring Carrier's ability to pay for any loss, damage, or injury arising out of Carrier's performance or failure to perform under these T&Cs. (ii) Automobile Liability insurance with a combined single limit of not less than \$1,000,000. (iii) Cargo insurance with a limit of not less than the value carried or hauled covering loss of or damage to property carried on motor vehicles used in connection with the transportation services agreed to under the terms of these T&Cs, or for any and all amounts as per statutory requirements, whichever is greater; and (iv) Workers' compensation insurance according to statutory requirements and Employers Liability for injury to any of Carrier's employees arising out of Carrier's performance of these T&Cs with not less than \$500,000 each employee, \$500,000 each disease and \$500,000 policy limit; (v) Environmental liability insurance as evidenced by MCS90 with limits of liability not less than seven-hundred and fifty thousand dollars (\$750,000) per occurrence (to haul dried distillers grain or grain) unless exempt; and (vi) any other insurance required by any federal or state regulatory agency. b. Carrier shall provide certificates of insurance coverage to Green Plains to evidence that the insurance required herein remains in force and Carrier shall email the certificates of insurance to Green Plains at: Insurance.Certificates@gpreinc.com. Green Plains, its subsidiaries and affiliated companies, co-owners and joint venturers, if any, and their employees, officers and agents shall be named as additional insureds or as beneficiaries of each of the policies required by this section, except workers' compensation. (d) All policies shall be endorsed to provide that underwriters and insurance companies of Carrier shall not have any right of subrogation against Green Plains, its subsidiaries, co-owners or joint venturers, if any, and their agents, employees, officers, invitees, servants, contractors, subcontractors, underwriters and insurance companies with respect to any loss of or damage to Green Plains' cargo or commodities. (e) Carrier agrees that unless it receives Green Plains' prior written consent otherwise, it will (i) keep such policies in force, (ii) not reduce the amount or change the nature of the coverage, (iii) not remove Green Plains as an additional insured or beneficiary, and (iv) not change insurers. Green Plains shall not unreasonably withhold any approvals or consents as required herein. (f) Any coverage provided Green Plains by Carrier's insurance under these T&Cs is primary insurance, to the extent the loss or damage in question is caused by Carrier's negligent act or omission, and shall not be considered contributory insurance with any insurance policies of Green Plains, its employees, subsidiaries, or joint venturers, if any. To the extent a particular loss or damage is caused by Green Plains' negligent act or omission, any applicable coverage under policies of Green Plains shall be primary insurance, and shall not be considered contributory insurance with any insurance policies of Carrier. (g) Such insurance policies shall provide (unless prohibited by applicable statute), that written notice of any such cancellation shall be given to Green Plains at least ten (10) calendar days prior to such cancellation. Carrier's obligations hereunder shall always be subject to any limitations imposed by applicable laws, regulations or orders of any governmental authority.

**12. Compliance with Laws and Business Practices.** (a) Each party hereto agrees to comply with all laws and lawful regulations applicable to any activities carried out under the provisions of these T&Cs and/or any amendments to them. (b) Carrier agrees to comply with all safety practices and procedures established for each of Green Plains' facilities and premises. (c) Carrier agrees that at all times when its vehicles are transporting Green Plains' freight, such vehicles shall carry a current copy of the Emergency Response Guide Book. (d) Each party hereto agrees that all financial settlements, billings, and reports rendered to the other party as provided for in these T&Cs and/or any amendments to it will, to the best of its knowledge and belief, properly reflect the facts about all activities and transactions related to these T&Cs, which data may be relied upon as being complete and accurate in any further recording and reporting made by such other party for whatever purpose. Each party hereto agrees to notify the other party promptly upon discovery of any instance where the notifying party has reason to believe data covered by this subsection (d) above are no longer accurate and complete. (e) In addition to and not in limitation of Carrier's general compliance requirements set forth elsewhere in these T&Cs, Carrier warrants that when providing services for any material that is classified as a Hazardous Material or Dangerous Good, under applicable international, federal, state, or local law, Carrier assumes full responsibility that its (and its subcontractors') employees have been trained, qualified, and screened to safely handle the material for the purposes of such services and that the material will arrive at the required destination in a safe manner. Carrier certifies that it has developed and implemented a security plan in compliance with applicable regulations in the jurisdictions in which it will provide the services for such material and that Carrier will furnish a true and correct copy thereof to Green Plains, upon Green Plains's request.

**13. Transportation of Waste and Hazardous Waste.** (a) This Section 13 shall apply only in the event a heel remains in the tank truck after delivery, and, after notification by Carrier, Green Plains determines that the heel must be managed as a hazardous waste. (b) In the event Carrier transports hazardous waste, as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq. and applicable state counterparts, Carrier shall comply with all applicable requirements for transporters of hazardous waste, including but not limited to the hazardous waste transporter requirements at 40 CFR Part 263 or any applicable state counterpart.

(c) Carrier shall deliver any hazardous waste tendered by Green Plains only to the "designated facility" listed on the manifest accompanying the hazardous waste. Carrier must have regulatory authority to transport waste and hazardous waste within the applicable state or provincial jurisdictions.

**14. Miscellaneous.** (a) If any provision of these T&Cs should be found to be unenforceable or should become in contravention of any applicable laws or regulations, the parties shall remain obligated by that which remains or such provision shall be superseded by the appropriate provisions of such laws or regulations, so long as such laws or regulations remain in force and effect, whichever is applicable. (b) Green Plains shall give Carrier prior notice of the toxic, flammable, or otherwise hazardous nature, if any, of the product to be shipped. Carrier must notify Green Plains within ten calendar (10) days when Carrier's Department of Transportation safety rating falls below the rating of "satisfactory". Carrier shall notify Green Plains of any notices of DOT hazardous material violations received by Carrier while Carrier is in possession of Green Plains' freight, immediately upon Carrier's receipt of any such violation. (c) Carrier is and shall remain an independent contractor in all respects and in the performance of all transportation services and related activities hereunder. The detailed methods of transporting commodities in motor vehicles shall be under the exclusive control and direction of Carrier, Green Plains being interested only in the results thereof. All persons engaged in performing the transportation services and related activities hereunder shall be employees or agents of Carrier or its subcontractors or their employees, and shall not be deemed to be subcontractors of agents of Green Plains. Carrier, however, agrees to comply with all requests made to Carrier by Green Plains concerning the time, conditions and place of performance hereunder. (d) These T&Cs shall be governed by and construed in accordance with the laws of the State of Nebraska (without giving effect to the principles of conflict of laws which might otherwise result in the application of the law another jurisdiction) and Title 49 of the United States Code. Litigation regarding this contract may be brought only in the courts in Douglas County, Nebraska. (e) In the event either party is unable to meet any of its obligations under these T&Cs as a result of acts of God, acts of government, war, strike or other labor disturbance, or any other cause beyond its reasonable control, the obligations of the party affected by the force majeure condition shall be suspended for the duration of same; provided, however, that both parties shall make all reasonable efforts to continue to meet their obligations for the duration of the force majeure condition. The suspension of any obligations owing to force majeure shall neither cause the term of these T&Cs to be extended nor affect any rights accrued under these T&Cs prior to the force majeure condition. Nothing in this Section 14 shall apply to relieve Carrier from its responsibility and liability for cargo loss, damage, contamination, or delay in delivery set forth in Section 9 of these T&Cs or its indemnification obligations under Section 10 of these T&Cs, except as otherwise set forth in those sections. (f) All notices required to be given under these T&Cs shall be in writing and sent either by first class U.S. Mail or overnight mail, postage prepaid, and addressed to the respective party at the address on the Vendor Form. (g) These T&Cs shall not be transferred or assigned in whole or in part by either party without the prior written consent of the other party. These T&Cs shall be binding upon and inure to the benefit of the parties and their lawful successors and assigns. (h) This instrument states the entire agreement between the parties and there are no other agreements or understandings whatsoever, expressed or implied, relating to the subject matter hereof. All amendments to these T&Cs shall be in writing and signed by both parties. (i) No waiver by either party of any breach of these T&Cs by the other party shall be considered a waiver of any succeeding breaches. (j) Green Plains shall have the right to audit records supporting Carrier's compliance efforts with all legal requirements including, but not limited to, FDA Sanitary Feed Transportation rules, training on cleanliness, and other items, and may request copies of supporting documentation.