



GENERAL TERMS AND CONDITIONS – UNITED STATES

This purchase order (“Purchase Order”) is an offer by Louis Dreyfus Company LLC (“LDC”) or the LDC subsidiary identified on the face of the Purchase Order (the “Buyer”) for the purchase of goods and/or services set forth on the Purchase Order (the “goods” and/or the “services,” as applicable) from the party to whom the Purchase Order is addressed (the “Seller”). Such purchase(s) are made in accordance with and subject to these terms and conditions (the “Terms”; together with the Purchase Order, the “Order”). The Order expressly limits Seller’s acceptance to the terms of the Order. Except as set forth herein, these Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.

1. **REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants and covenants that:
 - (a) At the time the Order is entered into and at all times while the Order is in effect:
 - (i) it is a legal entity duly organized for an unlimited duration and is validly existing under the laws of its jurisdiction of formation and is in good standing (where such concept applies), with full power and authority to own its assets and conduct its business as it is being conducted presently;
 - (ii) it has the full power and authority to execute, deliver and perform its obligations under the Order and it is (and, to the extent necessary, all of its representatives are) authorized and licensed by all relevant governmental authorities to enter into and to perform its obligations under the Order;
 - (iii) neither it nor any of its representatives has violated or is in violation of, whether directly or indirectly, any law (including any applicable anti-bribery laws) governmental order or regulation in the performance of the Order; and
 - (iv) the execution, delivery and/or performance of the Order by Seller does not and will not violate any other agreement or constitute a default under any such agreement to which Seller is a party.
 - (b) The goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof) supplied:
 - (i) will comply with all applicable laws, rules, regulations, codes and ordinances of the country(ies) of manufacture and of delivery, and conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Buyer,
 - (ii) will be merchantable, of satisfactory quality, of good material and workmanship and free from defects in workmanship, material and design;
 - (iii) will be fit and sufficient for ordinary use and/or the particular purpose for which the goods are purchased and/or any specific requirements disclosed to Seller and operate as intended;
 - (iv) in the absence of contrary specifications, will be new and of the highest grade and quality; and
 - (v) will be free and clear of all liens, security interests or other encumbrances.
 - (c) The services will be performed (i) in a professional and workmanlike manner consistent with generally accepted industry standards reasonably applicable to the provision of the service or goods and in compliance with all applicable laws, rules, regulations, codes and ordinances, all of Buyer’s safety and other requirements communicated to Seller and (ii) substantially in accordance with the technical manuals and user documentation relating to the operation and use of the goods or service that are provided.
 - (d) Seller will:
 - (i) deliver the goods and perform the services (if any) specified in the Order by the delivery and performance dates set forth on the Purchase Order;
 - (ii) at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services and comply with all of Buyer’s applicable safety, health, environmental and other policies and procedures (“Buyer’s Policies”), copies of which are available upon request if not otherwise provided;
 - (iii) at Seller’s cost, obtain and maintain all necessary permits, license or other approvals and give all notices legally required to provide the services;
 - (iv) at Seller’s cost, provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper execution and completion of the Order, unless otherwise provided on the Purchase Order;
 - (v) be solely responsible for all methods and procedures of delivering and coordinating all portions of the services, unless otherwise provided on the Purchase Order;
 - (vi) be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Seller or any subcontractor brings onto Buyer’s premises and any waste generated or resulting from the use thereof;
 - (vii) not dispose or permit the release of any materials, substance or chemical (or any waste generated or resulting from the use thereof) on Buyer’s premises;
 - (viii) inspect any equipment, tools, scaffolding and/or other materials supplied by Buyer (“Buyer Materials”);
 - (ix) will return all Buyer Materials to Buyer in a like condition in which they were borrowed;
 - (x) accept full responsibility for safety and management over Seller’s personnel and property within that portion of Buyer’s premises where the services are being performed (“Work Area”) in accordance with Buyer’s Policies, and to the extent possible, physically separate the Work Area from the remainder of Buyer’s premises;
 - (xi) warn its subcontractors and its and their respective employees, agents, representatives, guests and visitors of any risks, hazards, or dangers, whether latent or patent, (“Hazards”) associated with the Work Area and the rest of Buyer’s premises;
 - (xii) at least once daily, inspect the Work Area for any Hazards and remove any Hazards or, to the extent any Hazards cannot be remove, advise Buyer and warn its employees and visitors of these Hazards;
 - (xiii) keep the Work Area and other parts of Buyer’s premises free from accumulations of materials and refuse and, upon completion of the services, promptly remove same and all of Seller’s machinery, tools, and equipment and any unused materials, substances or chemicals and return Buyer’s premises to their original state;
 - (xiv) remove Seller employees, representatives and other personnel providing services from Buyer’s premises upon request of Buyer; and
 - (xv) any service performed by Seller, and any materials provided by Seller in connection with such services, shall be free of any liens or claims.
 - (e) The Seller warrants that the goods and services, and the use thereof by Buyer do not and will not infringe, or constitute an infringement or misappropriation of, any intellectual property rights of a third party.
 - (f) At the time of the Order, and at all times during performance of the Order, Seller shall be a member of ISNetworld or any similar organization which is successor thereto for Buyer’s purposes, as notified by Buyer to Seller. Seller has and during the performance of the Order shall continue to report full, complete and accurate information to ISNetworld concerning Seller’s employees.
 - (g) The representations and warranties set forth in Section 1 survive any delivery, inspection, acceptance or payment of or for the goods by Buyer, or performance of the services by the Seller. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer’s discovery of the non-compliance of the goods or services with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section 1, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming goods, or re-perform the services, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement goods to Buyer.
2. **ACCEPTANCE.** Buyer will have a reasonable period of time after delivery or performance within which to inspect, and accept or reject, any portion of the goods or services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Buyer’s right to: (a) reject defective or nonconforming goods or services; (b) recover damages; and/or (c) exercise any other remedies to which Buyer may be entitled. Acceptance of goods or services will not waive any rights or remedies accruing to Buyer as a result of any breach of the Order. If Buyer rejects any portion of the goods, Buyer has the right, effective upon notice to the Seller, to: (x) rescind the Order in its entirety; (y) accept the goods at a reasonably reduced price; or (z) reject the

goods and require replacement of the rejected goods. If Buyer requires replacement of the goods, Seller shall, at its expense, promptly replace non-conforming or defective goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming or defective goods and the delivery of replacement goods. If Seller fails to timely deliver replacement goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause in accordance with these Terms.

3. **PRICE, TAXES.** Price is as stated on the Purchase Order. Unless otherwise provided on the Purchase Order, the price includes: (a) all costs to comply with the terms and conditions of the Order; (b) any and all taxes, including sales, use, excise, value added and other taxes; (c) all packaging and transportation costs to the Delivery Location (as defined below); and (d) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. If Buyer is required to pay any taxes or other impositions, Seller will promptly reimburse Buyer. No increase in price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
4. **DELIVERY, SHIPMENT.** Seller shall deliver the goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties ("Delivery Date"). If no Delivery Date is specified, Seller shall promptly deliver the goods after receipt of the Order. Timely delivery of the goods is of the essence. If Seller fails to deliver the goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the goods on the Delivery Date. All goods shall be delivered to, and all services shall be provided at, the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. Delivery shall be made in accordance with the terms on the Purchase Order. Seller shall give written notice of shipment to Buyer when the goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Buyer. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.
5. **INVOICING AND PAYMENT.** Subject to the Seller performing its obligations in accordance with these terms & conditions, Seller will invoice Buyer for the amounts due under the Order. Except as otherwise set forth on the Purchase Order, Buyer will pay Seller all undisputed amounts within sixty (60) days after the latest of either receipt of the applicable invoice or receipt of the goods or performance of the services.
6. **SET-OFF.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set-off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
7. **PROPRIETARY INFORMATION AND MATERIALS.** Seller shall use all drawings, specifications and other copyrightable documents and any molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Buyer solely as required to fulfill its obligations to Buyer in connection with the Order and for no other purposes. Seller (a) will not otherwise have any rights to, property or interest in the same, (b) will maintain and keep all such materials in good condition until returned to Buyer and (c) upon completion (or earlier cancellation or termination) of the Order, will promptly destroy or return these items, as requested by Buyer.
8. **OWNERSHIP OF INTELLECTUAL PROPERTY.** With respect to new or modified goods/services, the parties agree that all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or made in connection with the services or goods provided under the Order will belong to Buyer. In the event that Seller produces works of authorship specifically for Buyer under the Order ("Works"), the Works will be deemed "works made for hire" and Buyer will receive all rights, title, and interest thereto. However, if any Works are not determined to be "works made for hire", Seller agrees to assign, and hereby assigns to Buyer and its successors the entire right, title, and interest, in and to the Works. Additionally, Seller shall cause any and all employees and contractors involved in the creation of any such Works to waive all associated rights in favor of the Buyer. Nothing in the Order will affect the pre-existing intellectual property rights of the parties.
9. **CONFIDENTIALITY.** Seller acknowledges that Seller may have access to Confidential Information of Buyer during the term of this Agreement. "Confidential Information" means any information disclosed by or on behalf of Buyer to Seller, either orally or in writing, which relates to Buyer's business, that is not (a) disclosed in public materials or otherwise in the public domain; (b) lawfully obtained from a third party without any obligation of confidentiality; (c) lawfully known to the receiving party prior to disclosure by the other party; or (d) independently developed by the receiving party. Except as otherwise expressly provided in this Agreement, Seller will treat all Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care; and, if requested by Buyer, will destroy or return to the other party all Confidential Information. Buyer's Confidential Information is to be used by Seller solely in connection with performing the Order and no other use is permitted.
10. **INSURANCE.** During the term of the Order, Seller shall, at its own expense, maintain and carry at least the following insurance in full force and effect:
 - (a) Statutory Workers' Compensation Insurance, including Employer's Liability Insurance with per occurrence and per employee coverage of at least \$1,000,000;
 - (b) Commercial General Liability Insurance with the following limits:
 - \$2,000,000 general aggregate,
 - \$1,000,000 each occurrence
 - \$1,000,000 premises and operations
 - \$1,000,000 personal injury/advertising liability
 - \$2,000,000 products/completed operations
 - \$500,000 fire damage
 - \$5,000 medical.
 - (c) Commercial Automobile Personal Injury Liability and Property Damage Liability Insurance covering owned and non-owned vehicles with a combined single limit of \$1,000,000.
 - (d) Excess/Umbrella Insurance, with a limit of \$5,000,000 per occurrence and aggregate.
 - (e) Professional Liability Insurance/Errors and Omissions Policy with a limit of at least \$1,000,000 (applicable where Seller is providing professional services).Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees (as defined below).
11. **AUDIT.** Buyer will have the right to audit and inspect the records and facilities of Seller and Seller's agents, representatives and subcontractors used in performance of the Order or relating to the goods or services to the extent reasonably necessary to determine Seller's compliance with these terms and conditions.
12. **TITLE AND RISK OF LOSS.** Title passes to Buyer upon delivery of the goods to the Delivery Location. Except as otherwise set forth in the delivery terms on the Purchase Order, Seller retains the risk of loss and/or damage to the goods until the goods are physically delivered to Buyer at the Delivery Location.

13. **LIMITATION OF LIABILITY.** BUYER'S MAXIMUM LIABILITY TO THE SELLER SHALL NOT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID OR PAYABLE UNDER THIS ORDER.
14. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless Buyer, its subsidiaries and affiliates, and their respective directors, officers, employees, agents, and representatives (each, an "Indemnitee"), from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees on a full indemnity basis) arising out of or resulting from (a) any nonconforming goods or services; (b) any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Seller; (c) any leak or spill of any materials, substances or chemicals while being transported or delivered to Buyer or while on Buyer's premises; (d) any breach by Seller of any term or condition contained in the Order; (e) the use of any Buyer Materials or any person employed by Buyer to perform any of the services under the Order and/or (f) the negligent acts or omissions, or willful misconduct of Seller, Seller's subcontractor's, employees, agents, representatives and any person performing services under the Order.
15. **INDEPENDENT CONTRACTOR.** The Seller will be deemed to have the status of an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, partnership, joint venturers, franchise, or principal-agency. Neither party will have the power to bind the other or incur obligations on the other party's behalf.
16. **CANCELLATION/TERMINATION.** Except to the extent prohibited by applicable law, Buyer may cancel an Order for convenience prior to shipment of the applicable goods or performance of services by providing written notice to Seller. In addition, Buyer may immediately terminate the Order, even after shipment, by providing written notice to Seller if Seller breaches any term or condition of the Order or becomes the subject to any proceeding in bankruptcy or insolvency or its equivalent. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for goods received and accepted by Buyer, or for services performed by Seller, prior to the termination.
17. **ORDER OF PRECEDENCE; ENTIRE AGREEMENT.** To the extent any of the Terms are inconsistent with the Purchase Order, the Purchase Order shall take precedence over these Terms. The Order supersedes (a) all other prior agreements, written or oral, between the Seller and Buyer with respect to the subject matter of this Order (except where there exists a written agreement executed by Seller and Buyer regarding the subject matter of the Purchase Order ("Pre-Existing Terms and Conditions"), in which case the Pre-Existing Terms and Conditions apply and supersede these Terms) and (b) any additional or conflicting terms contained on Seller's acknowledgment, confirmation, invoice or similar documents. Any such additional or conflicting terms of Seller will have no effect.
18. **AMENDMENTS.** These terms and conditions shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the parties to this document. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of hereof shall alter or amend any provision of this document or otherwise control, unless the Seller and Buyer both specify in writing that such terms or conditions shall control.
19. **FORCE MAJEURE.** Neither party shall be responsible for delays, failure, or omissions due to any cause beyond its reasonable control, wherever arising and not due to its own negligence and which cannot be overcome by the exercise of due diligence, including, riots, fires, earthquake, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, interference by civil or military authorities or acts of God. If Seller's performance is excused or delayed for more than twenty (20) calendar days, Buyer may terminate the Order by giving Seller written notice, which termination will become effective upon receipt of notice. If Buyer terminates the Order, Buyer's sole liability will be to pay any balance due for conforming goods and services delivered by Seller before receipt of Buyer's termination notice.
20. **ARBITRATION.** Any controversy or claim arising out of or relating to this Order, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The award rendered by the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceeding shall take place within the state in which Buyer is located at a venue of Buyer's choosing.
21. **GOVERNING LAW.** This Order is governed by the laws of the State of New York (without reference to any conflict of laws principles resulting in the application of the laws of any other jurisdiction). EACH PARTY HEREBY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE, CLAIM, PROCEEDING OR ACTION ARISING OUT OF OR RELATED TO THIS ORDER. If for any reason the laws of the State of New York shall be deemed to not govern the Order, then the laws of the jurisdiction of the address of Buyer on the Purchase Order, without reference to any conflict of laws principles resulting in the application of the laws of any other jurisdiction, will govern the Order.
22. **EXCLUSION OF CONVENTIONS.** The following international conventions will NOT apply to the Order: (a) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (b) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (c) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.
23. **WAIVER.** Buyer's failure to exercise any right or the waiver by Buyer of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other terms and conditions of this agreement.
24. **ASSIGNMENT/SUBCONTRACTING.** Seller may not assign or subcontract its rights and obligations under the Order without the prior written consent of Buyer. Any attempted assignment without such consent will be void.
25. **NO THIRD PARTY BENEFICIARIES.** Except as provided for in Section 14 (Indemnification), this Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
26. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Section 1 (Representations and Warranties), Section 6 (Set-Off), Section 7 (Proprietary Information and Materials), Section 8 (Ownership of Intellectual Property), Section 9 (Confidentiality), Section 10 (Insurance), Section 13 (Limitation of Liability), Section 14 (Indemnification), Section 20 (Arbitration), Section 21 (Governing Law) and this Section 26 (Survival).
27. **NOTICE.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order or to such other addresses that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. **SEVERABILITY.** If any provision of the Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Order, all of which will remain in full force and effect.