

ARDENT MILLS INVOICE TERMS

Acceptance and Detrimental Reliance: These Terms and Conditions (these "Terms") shall be binding upon Ardent Mills ULC ("Seller") and the buyer ("Buyer") under the relevant agreement and together with these Terms and the respective invoice, shall form the agreement (the "Agreement"). All deliveries of goods described in the relevant Agreement (the "Goods") by Seller to Buyer shall be delivered and accepted upon the terms and conditions set forth in these Terms. Based upon the Agreement with Buyer, Seller has relied to its detriment that Buyer will fully perform under the Agreement by immediately taking commodity equity positions with regard to the purchase of the Goods to be delivered under the Agreement.

Net Weights: The Goods covered by the Agreement are sold on the basis of net weights when packed, or, if shipped in bulk, net weights when loaded and such weights shall govern. Unless otherwise stated in the Agreement, Seller's weights, analysis and condition, at origin, will govern.

Installment Contract: If the Agreement requires or authorizes the delivery of goods in separate lots to be separately accepted by Buyer, Buyer may only refuse such portion of such lot or shipment that fails to comply with the requirements of the Agreement. Buyer may not refuse to receive any lot or portion of Goods shipped under the Agreement for failure of any other lot or portion of a lot to be delivered or to comply with this Agreement, unless such right of refusal is expressly provided for on the face hereof.

Extension of Credit and Collections: In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under the Agreement. Should Buyer's financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with the Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer's account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with the Agreement, until all amounts owed to Seller that are due are under the Agreement are paid in full.

Finance Charges: If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

Payment Terms, Taxes and Freight Rates: The applicable payment terms under the Agreement shall be payable upon receipt of invoice or as otherwise stated on Seller's invoice. The prices set forth within the Agreement include any and all taxes, impositions, exactions, or charges of every nature in effect on the date of the execution hereof. Any and all taxes, impositions, exactions or charges, or any increase therein, whether for revenue or for regulation of commerce, or for any other purpose, not in effect on the date of the Agreement, which may, prior to the conception of deliveries under the Agreement, be levied, imposed, required, or increased by Canada or any Province thereof or other Governmental agency on or measured in terms of any of the finished products remaining unshipped and which are to be delivered under the Agreement, or on or measured in terms of any commodity used in the manufacture of such containers, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of such products, commodities or containers, if paid or borne by Seller directly or indirectly shall be billed separately to Buyer, where not prohibited by law, and where the determination of the amount of the tax, imposition, exaction, charge or increase per cwt. or other unit of measure is possible of calculation by the application of any official published conversion rate or otherwise, and shall be paid by Buyer to Seller. Any of such taxes, impositions, exactions, charges or increases which the Seller shall be finally relieved from paying or which shall be later refunded or returned to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller as promptly as possible after deduction by Seller of any reasonable expenses incurred in preventing collection of such taxes, impositions, exactions, charges or increases or in obtaining or securing such refunds or returns and in making such reimbursement to Buyer, and after paying and discharging all tax liabilities to which Seller may be subjected by reason of its having been relieved from paying such taxes, impositions, exactions, charges or increase or having secured such refunds or returns. Seller shall be under no obligation to contest the validity of any such tax, imposition, exaction, charge or increase or to prosecute any such claims for refunds or returns, but in the event Seller does not elect to contest such taxes, impositions, exactions, charges, or increases, or to prosecute such claims for refunds, Buyer shall be entitled to an assignment on mutually acceptable conditions of all to Seller's rights and causes of action in the premises.

Shipments: When the basis of shipment is F.O.B., delivery of goods by the Seller to the carrier at point of shipment shall constitute delivery to Buyer. Buyer shall furnish Seller complete shipping instructions (and when required, the necessary containers) at least seven (7) days before the time of shipment. If there is more than one installment of goods shipped or stipulated to be shipped, these Terms shall be construed to be severable as to each installment, except where such construction would be in direct conflict with the provisions under the Agreement and breach or default of either Buyer or Seller as to any installment or installments shall not give the other party a right to cancel the Agreement, except as herein otherwise expressly provided.

Title & Risk Loss: Unless otherwise stated in the Agreement or any other written contract between the parties, title to the Goods and risk of loss shall pass to Buyer when the Goods sold under the Agreement are placed in the hands of the carrier, and Buyer hereby assumes all responsibility for shortages, losses, delays or damage in transit thereafter.

Inspection: Buyer hereby waives any claim or defense based on the quality of the Goods specified herein, unless within ten (10) days after Buyer learns, by use or otherwise, of the defect complained of, but in any event within forty-five (45) days after delivery of said Goods at destination, Buyer sends Seller at Seller's main office a letter by registered mail to Director of Quality, Ardent Mills ULC care of Ardent Mills, LLC 1875 Lawrence Street, Suite 1400, Denver, CO 80202 specifying the nature of the complaint.

Limited Warranty: Seller warrants (i) that the Goods sold under the Agreement, as of the date of shipment, will conform to the agreed upon specifications, if any; and (ii) Seller has the right to convey good title to the goods and/or services. Buyer understands and acknowledges that the Goods are made from a raw agricultural product, and unless otherwise expressly stated in a document signed by Seller, Seller does not control for pathogenic activity, including Salmonella or E. coli, in the Goods that may originate or be sourced from the environment where the grains or seeds, such as wheat, that the Goods are made from, are grown, harvested, or stored. The Goods are intended to be further processed by Buyer to minimize or prevent the risk of pathogens, which is often accomplished with a lethality step such as baking, cooking, frying or boiling. **EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Limitation of Liability: Any claim by Buyer (i) that any goods or services do not conform to the agreed-specification or (ii) made otherwise with respect to any goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty are expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services, or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to Buyer and Seller. **SELLER SHALL NOT BE LIABLE FOR BUYER'S LOST PROFITS OR FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED UNDER THE AGREEMENT WERE/ARE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN.** Any action or claim against Seller under the Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer or shall be deemed to be waived.

Indemnification: Buyer shall be solely responsible for determining the adequacy of the Goods sold under the Agreement for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims, suits, loss, damage, or other liability arising out of connected with or in any way related to Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability, including reasonable attorneys' fees, which may arise in connection with Buyer's use of the Goods covered by the Agreement.

Default: Each party's respective rights to terminate upon default shall be as follows: (i) if Buyer fails to make any payment when due, fails to perform any other of its obligations under the Agreement, or breaches any other agreement between the parties, or if Buyer makes any assignment for the benefit of its creditors, or if a petition under any State or Federal bankruptcy or insolvency law is filed by or against Buyer, or if a receiver of Buyer's property is appointed, then Buyer shall be in breach of the Agreement, and Seller shall, in addition to any other remedy, have the right to immediately withhold further deliveries and/or the right to terminate the Agreement immediately by written notice to Buyer and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Buyer; or (ii) if Seller fails to perform any obligations under the Agreement, then Seller shall be in breach of the Agreement, and Buyer shall, in addition to any other remedy, have the right provide a 30-day written notice of termination to Seller and if Seller fails to cure such breach within such 30-day notice period then Buyer shall have the right to terminate the Agreement immediately by written notice to Seller and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Buyer or received by Seller. Any such notice under this provision sent by Buyer to Seller shall be sent to: General Manager – Canada, Ardent Mills ULC, 6860 Century Avenue, Suite 301, Mississauga, ON L5N 2V8 with a copy to General Counsel, Ardent Mills, LLC 1875 Lawrence Street, Suite 1400, Denver, CO 80202 Email: legalnotices@ardentmills.com and any notices from Seller to Buyer shall be to the contact name and address set forth in the Agreement.

Provisions for Automatic Extension: If Buyer fails to furnish complete shipping instructions (and when required, the necessary containers) to reach Seller at its main office ten (10) days before the date for any shipment specified herein or before the final date specified for shipment, then Seller (in its sole discretion) may elect to exercise its right to terminate the Agreement or automatically extend the Agreement from day to day until Buyer furnishes complete shipping instructions (and when required, the necessary containers) in accordance with the provisions of the Agreement. In addition, Seller may assess Buyer carrying charges, demurrage, detention and/or other charges or penalties if Buyer fails to take timely delivery of any goods and/or services or fails to provide complete shipping instructions in accordance with the provisions of the Agreement.

Seller's Intellectual Property: Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

Confidential Information: All information provided by Seller under the Agreement, including, but not limited to, the terms and conditions of the Agreement shall be held in confidence by Buyer. This obligation shall survive the termination or expiration of the Agreement.

Waiver: Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with the Agreement. If Buyer fails to make any payment under the Agreement, when due, Seller, in addition to other legal remedies, shall have the right to terminate the Agreement.

Force Majeure: A party will be excused from a failure to perform or a delay in performance caused by events beyond its reasonable control if

that party (i) takes reasonable efforts to remove the cause of its inability to perform or its delay in performance and (ii) gives prompt notice to the other party of the particulars of its inability or delay. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and equitable. Seller will have the right to terminate the Agreement, without any liability to Buyer, if either party's performance is excused for more than twenty (20) calendar days.

Right to Offset: Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under the Agreement against any debts, claims or obligations owed by Buyer to Seller.

Assignment: Neither party may assign this contract without the express written consent of the other party. The Agreement will be binding upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

NGFA® Arbitration of Disputes: If the Goods are commodity grains products, or millfeed or grain by-products, the parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the parties to this contract agree that resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitrations proceedings according to the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Toronto, Ontario. Such award may then be entered in any court of competent jurisdiction.

NGFA® Trade Rules to Apply: If the Goods are commodity grains products, or millfeed or grain by-products, this contract shall be subject to the Trade Rules of the National Grain and Feed Association (NGFA), which are incorporated herein. (Copies of the NGFA® Trade Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the NGFA Trade Rules shall not apply to this contract, and this contract shall be subject and interpreted in accordance with the laws of the Province of Ontario.

Destination Control Clause: The goods, services and/or intellectual property subject to the Agreement, if intended to be exported (or re-exported) from Canada, will be exported (or re-exported) in accordance with applicable Canada export laws and regulations. Diversion contrary to Canada law is prohibited. The goods, services, and/or intellectual property may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country (including Cuba), person or entity which would cause Seller to be in violation of or be penalized by Canada or other applicable economic sanctions laws. Additional information is available from Seller upon request.

Cross-Border Trades in North America: The following international conventions will NOT apply to the Agreement: (i) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (ii) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (iii) 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.

Governing Law: The laws of the Province of Ontario will govern the Agreement without reference to conflict of laws principles.

Notices: Notices and updates provided in the course of ordinary day-to-day business may be sent or confirmed via email, including orders and invoices. Any other notice required or permitted under the Agreement must be in writing and delivered personally, by mail or courier or sent by certified mail, return receipt requested, to Buyer or Seller, at the address on the face hereof, or at their principal place of business, and, in any event, with a copy to Ardent Mills, LLC, Attn: General Counsel, 1875 Lawrence Street, Suite 1400, Denver, CO 80202 Email: legalnotices@ardentmills.com. Notice under the Agreement shall be deemed to have been given on the date dispatched.

Entire Agreement: These Terms, together with any invoices issued under the Agreement and any other written contracts executed pursuant to the Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of the Agreement. If Buyer has completed a credit application, the terms and conditions of the credit application are incorporated herein. If these Terms are ordering goods and/or services from an existing sales agreement between Buyer and Seller that expressly overrides the pre-printed terms and conditions in the Agreement, the terms and conditions in that sales agreement will control this sale. These Terms may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party. Except for any formal written sales agreement signed by both parties, in the event of any discrepancy between these Terms and any invoice or other agreement between the parties, these Terms shall control.

Severability: If any provision of the Agreement is held 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 of the Agreement.