

APM LLC--PURCHASE TERMS & CONDITIONS

The following are general purchasing terms and conditions applicable to agreements by APM LLC ("Buyer") for the purchase and sale of its products. A Vendor ("Seller") signifies its acceptance of the following terms and agrees to be bound thereby by the act of placing an order with buyer either orally or in writing.

1. The terms set forth on the invoice/contract, together with these general sales terms, shall constitute the entire Agreement between the parties. The terms and conditions stated herein shall not be altered or amended by the oral or written conditions or stipulations of the customer pertaining to such order, the oral representations or statements of the agents of Seller, or otherwise, unless, and to the extent, such conditions or stipulations are included on Seller's invoice or otherwise accepted by Buyer in writing.
2. By placing and accepting the procurement order, Buyer\Seller represents that it is solvent, as that term is defined in the Uniform Commercial Code. Acceptance of any delivery shall also constitute a representation and warranty of solvency on the delivery date. If (a) the Seller is or becomes insolvent or (b) the Buyer determines, in its sole discretion, that the terms of payment offered to Seller are unsatisfactory considering Seller financial condition or (c) if the Seller fails to tender any PRODUCT when due or otherwise breaches any of the provisions hereof, BUYER may terminate this Agreement with respect to any product not yet delivered (d) If any part of this contract remains unfulfilled at expiration, the buyer reserves the right without further notice to the Seller to extend time of the shipment, or to cancel the contract, charging loss, if any to the Seller, or to buy in same amount for Seller's account.
3. All invoiced amounts are due in full on the date specified on such invoice, unless other terms of payment are confirmed in writing by Buyers\Seller's credit departments. Any such alternate credit terms may be altered upon Agreement in writing.
4. **For FOB Plant purchases:** Product is considered Free on Board (FOB) when the product is transferred from the flange of the hose to the truck vessel or railcar. Risk of loss shall pass to Buyer upon loading and sealing of Buyers common carrier truck or railcar.
5. **For delivered shipments:** Any price quotes for delivered shipping made by Seller or stated on Seller's invoice are determined by fixed contract in advance. All demurrage or detention charges shall be for the Seller's account.
6. Unless otherwise agreed in advance, Seller's weights are to govern settlement.
7. All shipment and/or delivery dates are subject to availability of production. Buyer\Seller will make every reasonable effort to meet any quoted delivery date. However, Buyer will not be liable for Sellers failure to meet any quoted delivery date due to lack of production. Further, if Buyer\Seller is delayed or prevented from performance for any reason that was unforeseen or beyond the control of Buyer, including but not limited to strike, lockout, riot, war, fire, acts of God, accident, failure or breakdown of parts necessary for production, supplier or Buyer caused delays, labor disputes, power outage, and compliance with laws, then performance will be excused for the period of the delay.
8. Products purchased shall be warranted by the Seller to comport to the description on its feed tag and be of merchantable quality at the time of delivery. Minimum quality specifications for corn oil shall be in compliance with American Fats and Oil Association-Distillers Corn oil specifications-- adopted by reference and included on the Buyers Purchase order. Non compliant product may be discounted or rejected based upon the AFOA discount schedule guidelines (see).
9. All tax, duty or assessment imposed or assessed by any government/state or governmental\state authority upon the production, processing, sale, shipment or use of the goods which are the subject of this Agreement, or the raw materials from which said goods are processed, shall be for the account of the Seller unless otherwise stipulated and agreed to by both BUYER AND SELLER.
10. Nothing contained herein shall be construed to limit Buyer's remedies, and may pursue any other remedy available to it under the Uniform Commercial Code or other applicable law or equitable doctrine.
11. If Buyer\Seller finds it necessary to engage an attorney to enforce its rights hereunder, including but not limited to the collection of invoiced amounts, Buyer shall seek binding arbitration to resolve all disputes pertaining to Sellers attorneys' fees and costs related thereto, whether or not litigation is commenced.
12. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors and permitted successors and assigns.
13. Seller warrants that the product ordered herein will have been produced in compliance with the Fair Labor Standards Act of 1938 as amended.
14. This contract shall be governed by and construed under the laws of the State where product is manufactured
15. If any part of this contract remains unfulfilled at the time period of expiration, the Buyer reserves the right without further notice to the seller to extend time of the shipment, buy substitute product for the seller's account or to cancel the contract, charging loss, if any to the seller due to non-performance.

X _____
Sellers initials