

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale together with all Seller-issued documents which relate to the products being purchased (the "**Products**") by you ("**Buyer**") from Ingredion Canada Corporation or its subsidiaries (as applicable, "**Seller**") constitute a contract for the purchase and sale of the Products (collectively, the "**Agreement**"). Seller's performance of this Agreement is expressly conditioned upon Buyer's acceptance of these terms and conditions of sale.

1. No provision of any purchase order or any other document exchanged by the parties shall alter or add to any of the terms of this Agreement unless both parties expressly consent to such additional or replacement terms or conditions in writing. All orders must be received sufficiently in advance of the desired delivery date. All orders remain subject to acceptance in writing by Seller or as evidenced by Seller's fulfillment of the order.

2. The Product prices included in this Agreement shall only apply to the contracted volumes and for the term set forth in this Agreement. During the term of this Agreement and for seven (7) years thereafter Buyer shall keep the Product pricing confidential and shall not use or disclose to a third party the Product pricing for any reason unrelated to the performance this Agreement.

3. Buyer shall be responsible for any and all taxes arising in connection with the purchase of the Products, except for Seller's income taxes. In addition, any increase in freight and related costs, any material increase in the cost of producing the Products or any materials used therein, any new or increase in any duties, tariffs, taxes and/or any other governmental charge that increases the cost to Seller in producing or selling the Products may, at Seller's option, be added to the Product prices. To the extent applicable, the sale of the Products shall be subject to Seller's Accessorial Rates program, as the same may be updated from time to time. The Accessorial Rates are available upon request from Seller. If Buyer fails to make any payment when due, Seller, at its option, may suspend performance hereunder until receipt of said payment and/or may require Buyer to make arrangements to ensure timely payment of future invoices. In addition, Buyer shall reimburse Seller for all actual costs of collection, including but not limited to reasonable attorney fees. Buyer may not setoff any sums allegedly or actually owed by Seller to Buyer against any amount due hereunder.

4. In the case of orders where Seller has contracted with a carrier for delivery of goods to Buyer, title and risk of loss shall pass to Buyer upon delivery of Products to Buyer. In the case of orders where Buyer has elected to pick up goods from Seller or where Buyer has contracted with a carrier for delivery of goods to Buyer, title and risk of loss shall to Buyer upon the loading of Buyer's carrier. If applicable, the destination routing of shipments will be at Seller's option. Unless otherwise expressly agreed to by the parties in advance in writing, the Seller shall not be obligated to sell in any thirty (30) day period more than approximately equal quantities in relation to the Buyer's total yearly estimate of its requirements for the Products. If Seller anticipates that it will not be able to tender all or a portion of the Products on the date(s) indicated in the applicable order, Seller shall promptly notify Buyer of the delay and the new anticipated date of tender. Buyer may, at its option, cancel the order within three (3) days after receipt of each such notification. If Seller is unable to fulfill the order within thirty (30) days after the original requested delivery date, either party may cancel the order, without liability or penalty to the other. Buyer shall have a duty to inspect the Products and shall have up to thirty (30) days after tender to inspect the Products. In the event Buyer timely rejects any Products due to non-conformance with the terms of this Agreement, including but not limited to the warranties in the next paragraph, Buyer's sole and exclusive remedy shall be limited, at Seller's sole discretion, to a refund of the portion of the purchase price related to the non-conforming Product or replacement at Seller's expense of non-conforming Products with conforming Products. Payment for the Products or commingling of Products with the Buyer's or a third party's other products constitutes acceptance of the Products by Buyer.

5. Seller warrants that at the time of tender (a) it has the right to convey good title to the Products, free of any lien or encumbrance and (b) the Products shall comply with Seller's standard specifications for the Products. THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. While Seller may from time to time offer recommendations or advice with respect to its Products, it is up to Buyer, in its sole judgment, to determine whether and how to use this information and Buyer shall be solely responsible for its use of the Products.

6. The liability of Seller to Buyer arising out of this Agreement or the Products under any theory of liability shall not in any case exceed the original invoiced cost of the specific quantity of Products giving rise to the claim. SELLER SHALL NOT BE LIABLE FOR BUYER'S LOST PROFITS OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES. All claims, including but not limited to claims for alleged shortage or claims that the Products do not meet the warranties specified above, shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer learns of the alleged non-conformance or Buyer should have learned of the alleged non-conformance through timely inspection and application of good manufacturing standards, but in no event later than one (1) year after the time of tender of said Products to Buyer. All claims for non-conformance must be accompanied by Product samples sufficient for testing.

7. Except for failure to pay by Buyer, neither party shall be liable to the other for failure of or delay in performance when such failure or delay is caused by conditions beyond such party's control including but not limited to war, strike, labor dispute, epidemic or pandemic illness, fire, flood, tornado, hurricane, government intervention, embargo, shortage or commercial unavailability of raw materials or transportation services, change in law or regulation, or any Act of God, act of terrorism or any other condition not occasioned by such party's negligence. The party asserting force majeure shall give the other party written notice within a reasonable time after knowledge thereof.

8. In the event there are material changes in business, economic or physical conditions, exchange rates or other circumstances, whether foreseen, foreseeable or unforeseen, which materially increase the cost to Seller in producing or selling the Products, Seller may terminate this Agreement without liability or penalty on thirty (30) days prior written notice to Buyer. During such notice period, the parties will consult with each other on possible modifications to this Agreement taking into account the increased costs incurred by Seller. Upon expiration of such notice period, and unless the parties have agreed in writing on an amendment to this Agreement, this Agreement shall terminate and neither party shall have any liability to the other arising out of or relating to such material changes or the termination of this Agreement.

9. Buyer agrees to use Product only for Buyer's end-use applications, and not to resell Product or distribute Product for resale without the express written consent of the Seller. Buyer is liable for any damages arising from any unauthorized use of Product. Unauthorized use includes, but is not limited to, adulteration of any manner, contamination that occurs while Product is under the supervision and/or control of Buyer, and the use, resale, or distribution for resale of any Product that is beyond the Product's stated shelf-life.

10. This Agreement embodies the complete agreement and understanding between the parties relating to the sale of the Products. This Agreement supersedes and preempts any and all prior understandings, agreements or representations by or between the parties, whether written or oral, relating to the subject matter hereof in any way. No modification, amendment or waiver of any provisions of this Agreement shall be effective unless approved in writing by each of the parties. Either party's failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions and shall not affect the right of such party to enforce each and every provision hereof in accordance with its terms. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any choice of law provisions thereof. Neither party may assign or transfer this Agreement, in whole or in part, or any interest therein or any actions arising out of this Agreement, without the prior written consent of the other party, not to be unreasonably conditioned, delayed or withheld, provided, however, that this Agreement may be assigned without consent to a successor-in-interest to the assets or business of a party to which this Agreement relates. Unless otherwise expressly agreed to by the parties in writing, nothing in this Agreement shall be construed to confer upon or give to any person or entity, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. The United Nations Convention on Contracts for the International Sales of Goods is hereby disclaimed and shall have no force or effect upon this Agreement. Buyer warrants that it is not a Specially Designated National or Blocked Person, as designated by the U.S. Office of Foreign Assets Control, and that it shall not divert the Products in violation of U.S. laws and regulations with regard to export controls.