

**ADM - GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF GOODS AND/OR SERVICES**

1. ENTIRE AGREEMENT

- a. These General Terms and Conditions for Purchase of Goods and/or Services (“**GC**”) shall be an integral part of a purchase order (the “**ORDER**”) made by an entity of Archer Daniels Midland Group (“**ADM**”) named in the ORDER and a Vendor whose name and information is specified in the ORDER (“**Vendor**”) for purchase of goods (“**Goods**”) and/or services (“**Services**”).
- b. The ORDER and the GC shall constitute the entire agreement between ADM and Vendor regarding ADM's purchase of Vendor's Goods and/or Services. Any terms or conditions put forward by the Vendor, whether in a purchase order, specification or otherwise, will not be binding on ADM insofar as they purport to amend, annul or augment any of the terms of the ORDER and the GC. No waiver, alteration or modification of aforementioned writing shall be binding unless agreed to in writing and signed by ADM. No evidence of any prior or contemporaneous agreement or negotiation, whether oral or written, or any evidence of course of dealing, usage of trade or course of performance may be used to contradict, explain, or supplement the ORDER and the GC, nor may the same be used to establish that the ORDER and the GC do not reflect the actual agreement of the parties.
- c. In the event and to the extent of any inconsistency between the documents sent by ADM, the following order of precedence shall apply: (1) the ORDER (including any alteration, modification and/or supplementation to the ORDER agreed to in writing and signed by ADM), (2) the GC.

2. ACCEPTANCE OF AN ORDER

- a. Unless specified otherwise in the ORDER or any written instruction of ADM, an ORDER must be endorsed by Vendor within seven (7) days from the receipt date of the ORDER placed by ADM.
- b. The ORDER shall be deemed to be validly accepted by Vendor upon the earliest of the following events:
 - i. any acknowledgment (such as in writing, email) by Vendor in response to the ORDER;
 - ii. any shipment of any of the Goods by Vendor, or any implementation of Services by Vendor; or
 - iii. the receipt by Vendor of any payment for the Goods/Services.
- c. The ORDER shall be accepted only upon the terms and conditions stated therein and the GC.
- d. Any acceptance or similar acknowledgment by Vendor in response to the ORDER shall constitute Vendor's valid and binding acceptance of the offer by ADM comprised in the ORDER and these GC.
- e. Any additional and/or amended and/or different terms and conditions other than those set out in the ORDER and the GC shall not be binding on ADM and shall have no effect unless specifically agreed to in writing by ADM.
- f. ADM may require changes to the ORDER even after acceptance by Vendor. In the event and to the extent that Vendor is unable to comply with such required changes without incurring additional expense, Vendor shall notify ADM within three (3) days after its receipt of ADM's request for changes to discuss a mutually agreeable resolution in good faith. Otherwise, Vendor shall be deemed to have agreed to such required changes at no additional charge. Vendor's continued performance of the accepted ORDER after its receipt of ADM's request for changes without any notification of its inability to comply shall constitute its acceptance of such requested changes.

3. DELIVERY

- a. Vendor undertakes to supply and deliver Goods/Services strictly in accordance with delivery time and location, quantities, specifications, packaging and sub-packaging requirements and other requirements (if any) as stated in the ORDER.
- b. Vendor shall be liable for, and hereby indemnifies ADM against, any and all claims, liabilities, damages, losses and expenses suffered by ADM as a result of non-compliance as mentioned hereinabove.
- c. Vendor may propose to ADM, in writing, to revise the delivery requirements. ADM may in its sole discretion:
 - i. agree to such revision(s);
 - ii. reject such revision(s), in which event the original delivery requirements shall continue with full force and effect; or
 - iii. terminate the ORDER by immediate written notice without liability to Vendor except for Goods/Service already delivered by Vendor and accepted by ADM.
- d. Vendor shall not make any deliveries against the ORDER (whether wholly or partly) in advance of the stated delivery schedule(s), unless otherwise agreed to by ADM, and shall not exceed any quantity(ies) specified in the ORDER. In the event of any exceeding quantity, ADM shall arrange for returning the exceeding quantity to Vendor and shall claim reimbursement of any costs and expenses relating to such return.
- e. Deficiency in the delivered quantity shall be considered as a Defect (as defined below) and ADM is entitled to the remedies provided herein.

4. PACKING AND SHIPPING

- a. Unless otherwise expressly set out in the ORDER, Vendor shall pack the Goods in such appropriate manner as to ensure that the Goods will be delivered to ADM intact and undamaged. Vendor shall bear all risks of loss and damages to the Goods until ADM physically takes possession and accepts such Goods in line with the agreed Incoterm specified in the ORDER (if any).
- b. Unless otherwise expressly set out in the ORDER, Vendor shall be solely responsible for all costs of shipping, delivery, packing and marking as aforesaid.

5. ACCEPTANCE

- a. Delivery by Vendor of the Goods/Services to ADM shall not constitute ADM's acceptance of such Goods/Services. ADM shall have a reasonable period which shall in any event not be more than **30 days** from its receipt of the Goods/Services or any other period as specified in ORDER to inspect all Goods/Services delivered by Vendor. ADM will issue a written confirmation of its acceptance of Goods/Services to Vendor. In the event Goods/Services are defective or do not comply with any and all requirements in any respect whatsoever, ADM will inform in writing/email to Vendor and Clause 6- Defect hereunder shall be applied.
- b. Risk of damage or loss and title to the Goods/Services shall pass to ADM upon acceptance by ADM in accordance with the foregoing.

6. DEFECT

- a. If in the reasonable opinion of ADM any of the Goods/Services delivered to ADM under the ORDER are defective or do not comply with any and all requirements in the ORDER and/or these GC in any respect whatsoever ("**Defect**" and correlatively "**Defective Goods/Services**"), ADM may in its sole discretion:
 - i. reject such Defective Goods/Services and procure replacements for the same from such source(s) as it deems fit;

- ii. require Vendor to rectify such Defects at Vendor's cost within reasonable time period as indicated by ADM; or
 - iii. reject all of the Goods/Services delivered.
- b. Vendor shall indemnify ADM against any and all claims, liabilities, damages, losses and expenses directly arising out of or in direct connection with such rejection, replacement or rectification, or such Defect (including but not limited to the use, sale and/or distribution of such Defective Goods/Services) whether the risk of damage or loss and title to Goods/Services have been transferred to ADM. For clarification, ADM reserves the rights:
- i. to reject either Defective Goods/Services or all of Goods/Services (including Defective Goods/Services and normal Goods/Services which have been packed in same package on delivery or under the same ORDER);
 - ii. to request replacement, rectification of such Defect, including but not limited to the right to request for re-performance of the Services;
 - iii. to request relevant indemnities payment, even if the Goods/Services have been delivered to ADM, and/or Goods/Services have been inspected by ADM, but at the moment of inspection, Goods/Services could not be detected in the course of examination through common and reasonable measures, and/or Vendor has known or should have known such Defect but failed to notify it to ADM or that such Defect was not apparent at the time of inspection;
 - iv. to request for payment from the Vendor of all costs and expenses in excess of the ORDER price if ADM elects to procure replacements for the same from such source(s) as it deems fit; and
 - v. to request for payment from the Vendor of all costs and expenses to repair, fix or rectify the Defect if the Defect occurs during the warranty period of the Goods and the Vendor does not or fails to repair, fix or rectify the Defect within reasonable time period as indicated by ADM.
- c. In the event ADM rejects any Goods/Services pursuant to the ORDER and/or GC and Vendor fails to collect such rejected Goods/Services within the period specified by ADM, by its sole discretion, ADM or via third parties authorized by ADM, at Vendor's expense, may return or freely treat such uncollected rejected Goods/Services including destroying, selling, etc. Vendor shall not receive any payment from the treatment or return Goods/Services and shall bear all costs arising thereto.

7. PAYMENT

- a. ADM shall make payment to Vendor in accordance with the ORDER. In case the payment terms are not expressly specified in the ORDER, all payments payable in respect of the ORDER shall be payable within **[90 days]** upon ADM's acceptance of the relevant Goods/Services and receipt of a valid invoice from Vendor.
- b. ADM shall make payment for the Goods/Services in accordance with payment timeline and in the manner as set out in ORDER or these GC (as specified hereinabove) only after its confirmation of the valid invoices issued by Vendor.
- c. ADM may reduce or off-set the amounts payable to Vendor (i) on a pro-rata basis for any shortages of the quantity of the Goods/Services delivered not in accordance with the ORDER, or (ii) with the late performance amount in accordance with Clause 9, or (iii) any applicable taxes and duties to be borne by Vendor.
- d. Any payment by ADM shall not constitute acceptance of the Goods/Services for which payment was made. ADM shall be entitled at any time to set-off any amount payable by Vendor to ADM (whether in relation to the ORDER or any other order or contract) against any amount payable by ADM to Vendor. In the case where setting-off cannot be made, ADM shall have the right to request for refund of any amount from Vendor.
- e. Vendor waives its right to claim for interest for late payment of ADM under the applicable law. In case such waiver of interest is not available under the applicable law, Vendor agree that the interest rate for any late payment shall be 0% per annum or the lowest rate permitted under the applicable law.

8. UNDERTAKING AND WARRANTIES

a. Warranties to Goods/Services:

Vendor hereby represents and warrants to ADM that:

- i. the Goods shall be new and unused (unless otherwise expressly brought to ADM's prior attention and agreed to by ADM in writing);
- ii. title to the Goods/Services that shall pass to ADM (a) shall not be interrupted by a third party, (b) shall not be under dispute, administrative decision or decision of Court to limit sale, purchase and transfer of title to Goods/Services to ADM from time of transfer, (c) free from all liens and encumbrances or any limitations on ownership interest whatsoever and shall not be used as security in other transactions with third parties before selling or transferring the ownership rights to ADM;
- iii. the Goods/Services shall conform to any and all requirements specified in the ORDER or these GC;
- iv. the Goods/Services will be of merchantable quality, of satisfactory quality, fit for their particular and all reasonably contemplated purposes and free of defects, whether hidden or not;
- v. the Goods/Services will be delivered and installed in operating condition; and
- vi. no misrepresentations of Goods/Services have been made to ADM.

The foregoing warranties are in addition to and not a replacement of all other applicable warranties, whether express or implied.

b. Warranties for compliance with law:

- i. Vendor shall comply and ensure that the Goods/Services and the supply by Vendor will comply, with all laws, rules and regulations applicable in country of the respective ADM company's place of establishment.
- ii. Vendor represents and warrants that it has sufficient licenses, permission and approval as necessary for the fulfillment of its obligations under these GC and ORDER, and shall solely be responsible for, and shall indemnify and hold ADM and its directors, officers, servants, employees and agents free and harmless against any damages arising out of or in relation to such representation and warranty.

c. Warranties for Intellectual property:

- i. Vendor warrants that the use of intellectual rights associated with such Goods/Services of ADM shall not violate any intellectual property rights with the third parties.
- ii. Unless otherwise expressly agreed in the ORDER, Vendor shall ensure that ADM may use trademarks, commercial names, quality, designs and/or images of Goods/Services for ADM's use and purpose of such Goods/Services.
- iii. Vendor will indemnify ADM and its assignees, transferees, and sublicensees permitted (if any) for any liabilities resulting from any claim that the possession or use of any Goods/Services infringes or misappropriates the intellectual property rights of any third party.
- iv. Notwithstanding the foregoing, and unless otherwise specified in the ORDER, Vendor shall procure that all intellectual property rights arising from the Services shall vest in ADM.
- v. Goods/Services infringing intellectual property rights must be recalled by Vendor in accordance with Clause 6- Defect.

d. Warranties for highest ethical standard and non-conflict of interest:

Vendor hereby represents and warrants to ADM that it:

- i. agrees to abide by the highest ethical standards and, in particular, declare that Vendor does not have any actual or potential conflict of interest in connection with these GC and the ORDER; a conflict of interest could arise in particular as a result of economic and/or political interests;
- ii. shall inform ADM, without delay, of any situation considered a conflict of interest or which could lead to a potential conflict of interest; and
- iii. has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage (including but not limited to cash, cash equivalent, voucher, gift, or any other benefit), to or from any party whatsoever (including but not limited to shareholders, directors, officers and/or employees of ADM), either directly or indirectly, as an incentive or reward relating to win a commercial relationship with ADM.

e. Other warranties and undertaking by Vendor:

Vendor hereby undertakes

- i. to keep confidential all information provided by ADM, in any form of communication, for Vendor's performance of an ORDER ("**Confidential Information**"). Vendor shall take all necessary steps to ensure that its authorized representatives who have access to the Confidential Information shall comply with and bound by the confidentiality obligations under the ORDER and/or this GC. Vendor shall ensure that disclosure of Confidential Information of the other party to its authorized representatives is on a need-to-know basis only and that such disclosure is necessary for the performance of the ORDER and/or this GC;
- ii. to comply with ADM's Standard Compliance Clause in Schedule A attached herewith;
- iii. to comply with ADM's Supplier Expectations available at <http://www.adm.com/our-company/procurement/supplier-Expectations> which is subject to ADM's alteration, modification and/or supplementation at its own discretion from time to time; and
- iv. that neither the Vendor nor any of its employee, agent, or other representative shall access ADM's facilities without the prior written consent of ADM. While at ADM's facilities, the Vendor and its employees, agents, and other representatives shall comply with all rules, policies, and procedures including but not limited to those relating to health and safety applicable to the facility.

9. LATE PERFORMANCE

- a. To the extent permissible under the applicable law, Vendor shall be liable to pay ADM an amount equal to zero point zero five percent (0.05%) of the value of the ORDER for each day of delay in delivery of the Goods or implementation of the Services stated in the ORDER, including the period for Vendor to rectify and/or replace any Defect. The late performance amount shall not exceed the maximum amount allowed for such a remedy under the applicable law, and where permissible, the total price of the Goods/Services stated in the ORDER. In addition to the late performance amount, ADM may at its discretion choose to terminate the ORDER and the GC in accordance with Clause 11.
- b. In any event, the late performance amount shall not prejudice ADM's right of indemnification provided in Clause 10 below.

10. INDEMNIFICATION

- a. During performance of the ORDER and the GC, except otherwise stipulated in writing, in addition to late performance amount as provided in Clause 9 above, a party violating one or more terms (as set out in the GC and the ORDER) and which causes loss and damages to the other party must pay for indemnification of such damages.
- b. To the extent permitted under the applicable law, loss and damages set forth in this clause shall include all third-party losses, claims, liabilities, damages, costs, expenses, and legal actions, including reasonable

attorneys' fees and court costs to the extent caused by: (a) any negligent act, material omission, or intentional misconduct of the Vendor, its directors, officers, employees, agents, or contractors; (b) any allegation that the Goods or Services or the sale, re-sale or use of the Goods or Services infringe on the intellectual property rights of a third-party; (c) any breach of the ORDER and/or the GC by the Vendor; or (d) failure of the Vendor to comply with applicable law or regulations of any governmental entity having jurisdiction over the production, transport, sale and/or provision of the Goods or Services.

- c. For the avoidance of doubt, ADM shall not be liable to the Vendor except as expressly provided for in the ORDER or under the GC. Under no circumstances shall ADM be liable, directly or indirectly, in contract, tort, strict liability or otherwise for any punitive, incidental, indirect, special, exemplary or consequential damages arising out of or related to the ORDER or this GC howsoever the same may be caused, including but not limited to any losses in the nature of loss or anticipated loss of profit, loss or anticipated loss of use or delay of production, loss or anticipated loss of business opportunity, loss of reputation, and business interruption losses.
- d. ADM and Vendor shall be liable to conduct all permissible efforts to mitigate damages arising irrespective of which party causes such damages. Failure of either parties to mitigate any damages may entitle the other party to claim its reasonable mitigation costs and expenses.

11. **TERMINATION**

- a. ADM may terminate the commercial relationship under these GC and/or the ORDER, including any subsequent ORDER(s) that have been confirmed if any and if it deems necessary, at any time without liability to Vendor by giving **immediate** written notice to Vendor if:
 - i. Vendor violates its obligation under the GC and the ORDER during performance of such commercial relationship; or
 - ii. Vendor makes any voluntary arrangement with its creditors or becomes the subject of any bankruptcy, winding-up, liquidation, administration or other insolvency proceedings (otherwise than for the purpose of amalgamation or reconstruction); or
 - iii. Vendor is unable, or threatens not, to pay its debts as they fall due; or
 - iv. any person (such as a mortgagee or other encumbrancer) enforces any security interest against Vendor; or
 - v. a receiver is appointed over any of the property or assets of Vendor; or
 - vi. Vendor ceases, or threatens to cease, to carry on its business; or
 - vii. there is a material change in ownership or control of Vendor; or
 - viii. ADM reasonably believes that any of the foregoing events is about to occur and notifies Vendor accordingly.
- b. Notwithstanding with terms aforementioned, ADM may terminate the commercial relationship at any time without cause and liability to Vendor by giving a **30-day** prior written notice to Vendor. In such case, ADM shall pay for the Goods/Services that have been delivered and accepted by ADM.
- c. Vendor may terminate an ORDER by a **30-day** prior written notice to ADM if:
 - i. ADM has not made payment to Vendor for more than **45 days** for overdue payment counting from the expiry date of payment timeline.
 - ii. Except as specified in item (i) above, ADM violates its obligation under these GC, and/or the ORDER during performance of commercial relationship and fails to remedy such violation within **45 days** from being requested by Vendor in writing.

- d. If and when ADM's purchase of Goods/Services is governed by the law of Indonesia, for the purpose of termination, the parties hereby waive the applicability of Article 1266 and Article 1267 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), but only to the extent that judicial cancellation of this GC and/or the ORDER would otherwise be required to terminate this GC and/or the ORDER or to enable either party to claim damages.

12. FORCE MAJEURE

In the event that there is any delay or failure in the supply and/or delivery of any Goods/Services due to causes beyond Vendor's reasonable control (as determined by ADM in its sole and reasonable discretion), the Vendor shall immediately notify ADM of the circumstances and any alternative means for performance of the obligation and consult with ADM as to the means, and use its best endeavors, to minimize the effects of its inability to perform its obligations under the ORDER. If the parties cannot agree on alternative means for performance, ADM may cancel or terminate the ORDER in whole or in part without any liability to Vendor.

13. NO ASSIGNMENT

- a. A person who is not party to the ORDER shall have no right, whether under any legislation or otherwise, for the enforcement of any provision of the ORDER or of this GC.
- b. Vendor shall not assign, novate or otherwise transfer its rights and/or obligations under the ORDER without ADM's prior written consent.
- c. ADM shall be entitled at any time by notice in writing to Vendor to assign the whole or any part of its rights and/or obligations under the GC and/or the ORDER to any affiliates or to any successor in title to the whole or part of that part of ADM's business which relates to the Goods/Services.

14. RELATIONSHIP

Nothing in this GC or in the provision of services or goods by Vendor to ADM shall create any kind of joint venture or partnership between Vendor and ADM, nor does it create any right for either Party to act as an agent, employee, attorney-in-fact or legal representative of the other for any purpose whatsoever. Neither Party shall have any rights or authority under such commercial relationship to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. Furthermore, these GC, ORDER and the provision of services or goods by Vendor does not create any kind of employment relationship or employment status between Vendor and ADM.

15. EFFECTIVENESS AND TERM

- a. The GC, and other appendices in writing (if any) shall be effective from the date of the ORDER to the parties' fulfillment of their obligations hereunder or an expiry date indicated in the ORDER. In case of any notice of termination sent by ADM, date of termination is the date as set out in such notice of termination.
- b. Unless otherwise specified in the ORDER, the ORDER and the GC shall be construed and governed by the law of the country where ADM has its domicile.

SCHEDULE A – ADM’S STANDARD COMPLIANCE CLAUSES

I. Standard Anti-Corruption Clause

A. Vendor represents and warrants to ADM as follows:

1. Vendor shall carry out its obligations established by the commercial relationship of the parties, including but not limited to any obligations created through written or unwritten contracts, in accordance with all applicable laws, regulations or orders issued by any government authority having jurisdiction over the territory in which any part of the services will be performed, including but not limited to anti-corruption, anti-unfair competition and public procurement laws and regulations;
2. in carrying out obligations established by the commercial relationship of the parties, including but not limited to any obligations created through written or unwritten contracts, Vendor shall impose upon any business partner or service provider the restrictions and requirements contained in this GC;
3. in the performance of the services, no services, money or other items of value, will be paid, promised, offered or authorized by Vendor, or any person acting on its behalf, directly or indirectly, to any entity or person, employed by or acting on behalf of any government, department, agency or instrumentality thereof, political party, officials of a political party, or candidate for political office, and the spouse or family member of such person, for the purpose of:
 - a) influencing any act or decision of such persons or organization;
 - b) inducing any such person or organization to do or omit to do any act in violation of their lawful duty; or
 - c) inducing any such person to use their influence in order to secure any improper advantage for, or to obtain or retain business on behalf of, Vendor or ADM.

If at any time during the term of the commercial relationship between the parties, any of these representations and warranties ceases to be accurate, Vendor will promptly notify ADM.

B. Right to Terminate

1. Notwithstanding anything to the contrary, ADM may unilaterally terminate the commercial relationship of the parties, including but not limited to any obligations or relationships pursuant to a written or unwritten contract, if at any time ADM, acting in good faith, has reason to believe:
 - a) that Vendor has used or is in the process of using any part of the compensation payable, or expenses reimbursable, as part of this commercial relationship, for a bribe, kickback or other corrupt payment, in violation of applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, Criminal Code and/or Anti-Corruption Law applicable in country of the respective ADM company’s seat;
 - b) that the representations and warranties in the foregoing section are false or have been breached; or
 - c) that this commercial relationship, including but not limited to any relationships created through written or unwritten contracts, or the performance of any of its terms violates or contravenes any applicable law.
2. Termination under this provision shall be effective immediately, and without payment of any compensation, upon ADM giving Vendor written notice.

II. Sanctions And Anti-Boycott Clause

1. Each party respectively represents and warrants to the other to the best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods or performance of the services (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of the ORDER and/or this GC.
2. Vendor agrees and undertakes to ADM that the Goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause ADM or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If ADM requires, Vendor shall provide ADM with appropriate documentation for the purposes of verifying the origin of the Goods. ADM has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of the ORDER and/or this GC to violate any applicable Sanctions or which would cause ADM or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.
3. ADM agrees and undertakes to Vendor that the Goods will not be:
 - a) resold to;
 - b) disposed of by; or
 - c) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Vendor or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Vendor requires, ADM shall provide Vendor with appropriate documentation for the purpose of verifying the final destination of the Goods. Vendor has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of the ORDER and/or this GC to violate any applicable Sanctions or which would cause Vendor or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.
4. ADM further represents and warrants that it will not make payment for the Goods through or via such country, bank, or other entity or body or facility, as would cause Vendor or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, ADM shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Vendor's violation of the Sanctions.
5. The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.
6. Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

III. Special Provision Regarding Human Rights

In addition to its obligations as stated elsewhere in the Agreement, Vendor undertakes to respect the human rights and strictly ensure the following:

1. Never use any manpower/labor below the age of 16 years, or forced and/or bonded laborer;
2. Shall not charge fees to job-seekers in exchange for employment, shall not use labor brokers who charge such fees, and shall not withhold collateral in the form of money, identification or other personal belongings without workers' consent as a condition of employment;
3. Shall have appropriate measures in place to ensure eligibility for employment;
4. Shall maintain systems and procedures designed to keep workers safe and protect them from occupational hazards, harassment and abuse;
5. Shall not discriminate in employment-related decisions;
6. Shall compensate workers in accordance with all applicable local laws and regulations including those pertaining to age, minimum wage and hours worked and provide working conditions that comply with applicable laws and industry norms
7. Respect workers' rights, including the right to freedom of association and collective bargaining;
8. Respect land-tenure rights, and the rights of indigenous and local communities to give or withhold their free, prior and informed consent to operations on lands to which they hold legal rights; and
9. Shall work collaboratively with stakeholders to improve working, environmental and safety conditions in agricultural supply chains.

IV. Right to Audit

ADM shall have the right to audit Vendor's books and records at any time to determine Vendor's compliance with the terms and conditions of this GC and the commercial relationship of the parties, including but not limited to terms and conditions created through written or unwritten contracts. ADM and Vendor shall agree on the auditor to perform the task, which will be limited to accounts and records showing Vendor's activities for or on behalf of ADM exclusively. Such audit shall be conducted at premises of Vendor only and ADM shall not demand the original documents records to be moved out of Vendor premises unless and until required by Law or Statutory Body/Agency. Vendor agrees to allow to take copies of the documents, if ADM requires for the purposes of its records.