

## EUDR Supplier Terms and Conditions

### 1. EUDR Compliance

- a. The Supplier acknowledges that as of 30 December 2024 Cargill and/or Cargill's buyers must comply with REGULATION (EU) 2023/1115 on deforestation-free products as amended from time to time (the "EUDR")<sup>1</sup>, when importing the products into the European Union.
- b. The Supplier guarantees that the products are deforestation-free and have been produced in accordance with the relevant legislation of the country of production<sup>2</sup> (together the "EUDR Requirements"), all as defined in the EUDR. A list of the relevant legislation of the country of production in force at the date of this Agreement is attached hereto as **Annex 1** for Supplier's reference. This reference list may not be exhaustive and Supplier must nevertheless ensure that the products have been produced in accordance with relevant legislation of the country of production as defined in the EUDR.
- c. Within 14 days after the date of the sales contract or upon Cargill's request following delivery of products to Cargill, Supplier shall provide to Cargill complete and accurate information, data and documents as listed in Article 9 of EUDR (together the "EUDR Information"), including, but not limited to the following, all in accordance with the definitions and provisions of the EUDR:
  - (i) the country of production and, where relevant, parts thereof;
  - (ii) the geolocation of all plots of land where the relevant commodities that the products contain, or have been made using, were produced (>4 hectares polygons) as well as the date or time range of production, the geolocation of all different plots of land shall be included; any deforestation or forest degradation after 31 December 2020 on the given plots of land shall automatically disqualify all commodities and products from these plots as deforestation-free. For products that contain or have been made using cattle, and for such products that have been fed with products relevant under EUDR, the geolocation shall refer to all the establishments where the cattle were kept; for all other relevant products of Annex I, the geolocation shall refer to the plots of land.
  - (iii) adequately conclusive and verifiable information that the products are deforestation-free, including, but not limited, to traceability records up the plots of land to be provided as per section 1c(ii) above, the segregation steps throughout the supply chain (no mixing with goods of unknown origin or with goods that are not EUDR compliant); and
  - (iv) adequately conclusive and verifiable information that the relevant commodities (that the products contain) have been produced in accordance with the relevant legislation of the country of production.

The information to be provided under (iii) and (iv) is 'verifiable' if it is accompanied by evidence in the form of written documentation such as legal documents, document from a system of record, ad-hoc checklists.
- d. Upon Cargill's request, Supplier shall:

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<sup>1</sup> The legal text can be downloaded in multiple languages under [Regulation - 2023/1115 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/Regulation/2023/1115)

<sup>2</sup> 'Relevant legislation of the country of production' means the laws applicable in the country of production concerning the legal status of the area of production in terms of: (a) land use rights; (b) environmental protection; (c) forest-related rules, including forest management and biodiversity conservation, where directly related to wood harvesting; (d) third parties' rights; (e) labour rights; (f) human rights protected under international law; (g) the principle of free, prior and informed consent (FPIC), including as set out in the UN Declaration on the Rights of Indigenous Peoples; and (h) tax, anti-corruption, trade and customs regulations.

- (i) provide to Cargill further information, data and documentation to demonstrate compliance of the products with the EUDR Requirements;
- (ii) demonstrate that it has in place the necessary policies, controls and procedures to ensure compliance with the EUDR Requirements, including, but not limited to, implementing farmer and vendor audits, all verifiable by an external audit;
- (iii) enable Cargill or Cargill's designee to conduct announced or unannounced documentary and/or onsite audits of the Supplier or the Supplier's suppliers and farmers to verify compliance with the EUDR Requirements, subject to Cargill's data privacy obligations;
- (iv) provide Cargill access to and provide copies of any records and any other information at the Supplier's premises and meeting with the Supplier's personnel to audit the Supplier's compliance with its obligations under the EUDR Requirements, subject to Cargill's data privacy obligations.

Cargill's audit, or failure to conduct an audit, will not release the Supplier from any of Supplier's obligations in this Agreement, nor will acceptance of delivery of product relieve the Supplier from its obligations or liability to deliver products compliant with the EUDR Requirements. The Supplier will provide Cargill or its designee conducting the audit with reasonable assistance. Each party shall bear its own costs related to the audit. If following an audit, Cargill reasonably considers that the Supplier has not fully complied with this Agreement, Cargill will inform the Supplier accordingly. The Supplier will have 30 days to (i) investigate the matter, (ii) remediate the issue, (iii) take action to prevent it from reoccurring; and (iv) inform Cargill of its actions. The Supplier shall partner with and support Cargill in carrying out these risk mitigation measures.

- e. For the avoidance of doubt, the Supplier shall cause its direct and indirect suppliers in the product supply chain up to the farmer to allow Cargill and/or its designee to carry out the risk mitigation measures described in section 1d above by way of cascading the obligations under this Agreement.
- f. The Supplier shall notify Cargill promptly after the Supplier has reason to believe or is aware of (a) any failure of any product to meet EUDR Requirements; (b) any failure by the Supplier to comply with any provision of this Agreement; or (c) any inquiry, investigation or inspection by or communication from any governmental authority with respect to a product that indicates that the Supplier is not able to meet any of its obligations under this Agreement or the results of which will impact the Supplier's ability to meet its obligations under this Agreement. The Supplier will provide Cargill a copy of any reports or relevant information related thereto.
- g. Cargill is permitted to disclose the information received hereunder as required, including (but not limited to) in response to a request by a regulator, to customers or for audit purposes.

## **2. Cargill Policy on Sustainable Palm Oil**

Cargill has identified certain vendors that it considers to be non-compliant with No Deforestation, No Peat and No Exploitation practices as set forth in [Cargill's Policy on Sustainable Palm Oil](#), as amended and communicated by Cargill to Supplier from time to time. Supplier shall ensure that Cargill is not sourcing the products indirectly from the vendors identified by Cargill.

### **3. Consequences of non-compliance**

- a. If Cargill has reasons to believe that the products do not meet the EUDR Requirements, it may suspend take-off and suspend payment of taken product until, after adoption of risk mitigation measures, it concludes that the products are compliant.
- b. If the products fail to conform with the EUDR Requirements, without waiving any remedies available under this Agreement or at law, Cargill may require Supplier to promptly replace the nonconforming products at Supplier's cost.
- c. Cargill may terminate this Agreement or any purchase order if the Supplier breaches any of its obligations under this Agreement, and the Supplier does not cure the breach within thirty (30) calendar days after Cargill gives written notice to the Supplier of the breach. Cargill may also terminate this Agreement or any purchase order without liability to Cargill, if the Supplier repeatedly fails to comply with this Agreement.
- d. Supplier agrees to indemnify and hold harmless Cargill from any and all liabilities, losses, damages, fines, penalties (fines and penalties, however, only up to value of the non-compliant products) costs and expenses (including reasonable attorney fees) (collectively and individually, the "Losses") to the extent arising from any breach by Supplier (and/or Supplier Affiliate or the Supplier's employees, agents or sub-contractors) of any of its obligations under this Agreement, including without limitation any failure of the products to comply with the EUDR Requirements.

### **4. Data Privacy**

- a. Wherever possible, any information shared between the parties will be anonymized and de-identified prior to sharing between the parties and prior to sharing with any other party. To the extent any information is disclosed and is Personal Information, the terms of the Cargill Data Transfer Addendum shall apply. Personal Information has the meaning as defined in the [Cargill Data Transfer Addendum](#).
- b. By providing information to Cargill, the Supplier and third parties in the supply chain agree to the processing of any Personal Information contained therein, including but not limited to geolocation/polygon plot data, for purposes including compliance with the EUDR. Cargill is permitted to disclose any information shared as required, including (but not limited to) on request by a regulator, to customers or for audit purposes. The Supplier hereby confirms that any Personal Information has been collected, processed, and transferred in a lawful manner in accordance with Data Protection Laws (as defined in the Cargill Data Transfer Addendum), including procuring the consent from any relevant data subject, where applicable, or establishing any other lawful basis for the processing of Personal Data in accordance with applicable Data Protection Laws. If the Supplier provides information to Cargill from another third party, then the Supplier is responsible for providing notice about processing of Personal Information to such third party and the Supplier is responsible for complying with Data Protection Laws in relation to such data collection.
- c. Cargill's Business Information Notice, available at [www.cargill.com/page/business-notice](http://www.cargill.com/page/business-notice), provides more details on how Cargill processes personal information in a business context.

## **Annex 1**

### [Relevant Legislation Lists](#)