

REPRESENTATIONS AND WARRANTIES FOR MERCHANDISE SOLD TO SAINT PAUL COMMODITIES

Saint Paul Commodities (“SPC”) will import into the United States the merchandise provided by your company (“Supplier”). SPC must comply with all applicable U.S. laws, and likewise must ensure compliance by Supplier with applicable U.S. and non-U.S. laws. In particular, SPC will, depending on the type of merchandise supplied, obtain import permits from the U.S. Department of Agriculture Animal and Health Inspection Service (“APHIS”). In addition, SPC must ensure that it accurately reports certain data relating to the merchandise to various federal and state authorities, including the U.S. Environmental Protection Agency for purposes of the Renewable Fuel Standard (“RFS”) and the California Air Resources Board and other state authorities for the purposes of the Low Carbon Fuel Standard (“LCFS”), and otherwise must ensure the merchandise complies with federal guidelines, including those found in 40 C.F.R. Part 80.

As the Supplier, you accordingly make the following representations and warranties as to the merchandise provided to SPC.

1. Any information provided by Supplier to SPC is accurate and up-to-date, and Supplier will correct any such information in the future.
2. Supplier is not listed on any U.S. or international trade or economic sanctions lists, nor is Supplier owned or controlled by a company or individual on such lists. Supplier will notify SPC if this changes, or if Supplier is on such a list, why such listing would not prevent SPC from importing merchandise from Supplier into the United States.
3. Information provided to SPC by Supplier, including the Supplier’s name and address, financial/banking information, the source of raw materials, date and amounts of collected raw materials/biogenic waste, emission/greenhouse gas data, distance harmonized tariff schedule classification, country-of-origin, country-of-export, origin of raw materials, heat-treatment of material have all been accurately reported to SPC. Further, Supplier undertakes to provide to SPC any documentation¹ or information necessary for compliance with U.S. laws or regulatory requirements. Supplier understands this information will be reported to APHIS, the U.S. Customs and Border Protection (“CBP”), the EPA, and other state and federal authorities. Supplier represents this information is accurate and that it has undertaken reasonable care in confirming the accuracy of all such information. Supplier understands that any inaccurate or incomplete statements relating to these data elements could lead to enforcement action or liability against SPC by APHIS, CBP, the EPA, other U.S. Government authorities, or private parties.
4. With regards to all transactions with SPC, Supplier agrees that it will comply with all applicable laws of the United States and other countries, including but not limited to all global trade laws, licensing regimes, the U.S. Foreign Corrupt Practices Act, U.S. anti-slavery, human trafficking, and labor laws of the United States and that apply in non-U.S. jurisdictions.

Supplier understands that any data provided by Supplier to SPC must be accurate, and Supplier agrees it will be held responsible for any consequences resulting from false, inaccurate, or incomplete data or information. Supplier agrees to promptly correct or supplement any data previously communicated to SPC upon finding that such data or information as inaccurate or incomplete.

Supplier also certifies that the person below is authorized to make these representations, warranties, and agreements on behalf of Supplier.

Name (Printed)

Signature

Date

¹ For materials that require an APHIS permit, this may include certificates from a government-affiliated veterinarian as to certain details of the merchandise.