GENERAL TERMS AND CONDITIONS OF SALE OF DSM NUTRITIONAL PRODUCTS EUROPE AG

1. GENERAL

1.1 These General Terms and Conditions of Sale (“Conditions”) govern the offering, sale and delivery of all goods and/or services (hereinafter jointly referred to as the “Products”) from or on behalf of DSM Nutritional Products Europe (“DSM”), an entity of DSM Nutritional Products B.V., Von-Wimsdorf-Strasse 576, CH-4303 Kaiseraugst, Switzerland (“DSM”), to the Customer (“Customer”) and apply to all transactions in which DSM is either party.

1.2 By contracting on the basis of the Conditions, Customer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated.

1.3 DSM explicitly rejects the applicability of any general terms and conditions of Customer. Furthermore, the Conditions supersede all prior terms of proposal and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products. Unless stated otherwise by DSM, any other terms and conditions set by Customer shall not be effective as it is not an unconditional acceptance of the Conditions within 30 days by notice to DSM. If Customer fails to do so, the Conditions shall be deemed as acceptance of any of DSM’s delivery shall be deemed as acceptance of any of Customer’s terms and conditions. If the Conditions differ from any of the terms and conditions of Customer, Customer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated.

2. QUOTATIONS, ORDERS AND CONFIRMATION

2.1 Unless stated otherwise by DSM, quotations made by DSM in whatever form are not binding to DSM and merely constitute an invitation to Customer to place an order. All quotations issued by DSM are revocable without notice and may be altered at any time. Orders are not binding until accepted by DSM in writing ("Confirmed Order"). DSM shall be entitled to reject orders or alter orders if the price thereof is less than the estimated or applicable, the return of the order to require immediate delivery of the Products or (ii) the expiry of the Products’ shelf-life whichever is the earlier. Any of the Use of the Products shall be deemed to be an unconditional acceptance of the Conditions as of the date of delivery and a waiver of all claims in respect of the Products.

3. PRICES

3.1 Prices and currencies of DSM’s Products are as set out in the Confirmed Order. Unless otherwise agreed, DSM’s prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the sale of Products to Customer shall be for Customer’s account and shall either be added to the invoice or paid by Customer if invoiced by DSM to Customer. If DSM grants a discount, this discount only relates to the delivery of the Products set forth in the Confirmed Order.

4. PAYMENT AND CUSTOMER’S CREDIT

4.1 Unless stated otherwise in the Confirmed Order, payment shall be made on the basis of net cash, to be received by DSM within 30 (thirty) days following the date of DSM’s invoice. All payments shall be made without any deduction on account of any Taxes and free of set-off or other counterclaims except for (i) credits and/or enforceable counterclaims. With regard to payment for the Products, time is of the essence. DSM may, without prejudice to any other rights and remedies by DSM, require overdue payment at 12% (twelve percent) per annum from the due date computed on a daily basis until such time as the Products are delivered. DSM shall reserve the right to require immediate delivery of the Products or (ii) the expiry of the Products’ shelf-life whichever is the earlier. Any of the Use of the Products shall be deemed to be an unconditional acceptance of the Conditions as of the date of delivery and a waiver of all claims in respect of the Products.

5. DELIVERY AND ACCEPTANCE

5.1 Unless stated otherwise in the Confirmed Order, all deliveries of Products shall be CIF (Carriage and Insurance Paid To) place of destination. The term CIF shall have the same meaning as in the latest edition of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the Confirmed Order.

5.2 Unless stated otherwise in the Confirmed Order, any times or dates for delivery by DSM are estimates and shall not be of the essence. DSM is entitled to deliver the Products in parts and to invoice separately. Delay in delivery of any Products shall not relieve Customer of its obligation to accept delivery thereof, unless Customer is able to be excused for such delayed delivery. Customer shall be obliged to accept the Products and pay the price specified in the Confirmed Order for the quantity of Products delivered by DSM.

6. CANCELLATION

6.1 Customer’s wrongful non-acceptance or rejection of Products or cancellation of the Confirmed Order shall entitle DSM to recover from Customer in addition to any other damages caused by such action:

(i) in the case of Products which reasonably cannot be resold by DSM to a third party, the price of such Products as quoted in the Confirmed Order; or

(ii) in the case of Products which can be resold by DSM, the price of such Products as quoted in the Confirmed Order, or to repossess the Products.

7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS

7.1 On delivery and during the handling, use, commingling, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products (the “Use”), Customer shall examine the Products and notify DSM of any alleged non-conformity of the Products or defects in the Use of the Products. Any such complaints made by Customer shall be in writing and must reach DSM not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, or (seven) days from the date on which any other claim (e.g. hidden defects) was or ought to have been apparent from a reasonable inspection on delivery, and (seven) months from the date of delivery of the Products or

8. TRANSFER OF RISK AND PROPERTY

8.1 The risks of the Products shall pass to Customer according to the applicable Incoterm (see Article 4).

8.2 The title to the Products shall not pass to Customer and full legal and beneficial ownership of the Products shall remain with DSM until and unless all amounts payable by Customer to DSM in respect of the Products including costs such as interest, charges, expenses etc. have been paid in full.

8.3 In the event of termination on the basis of Article 16, DSM shall, without prejudice to any other rights of DSM, be entitled to require immediate return of the Products, or to repossess the Products, for which it may invoke a retainer of title.

9. LIMITED WARRANTY

9.1 DSM solely warrants that on the date of delivery the Products shall conform to the Specifications. If and to the extent Products are in breach with such warranty, as determined in accordance with Article 7. DSM may at its own option and within a reasonable time either repair or replace the Products at no charge to Customer, or issue a credit for any such Products in the amount of the original purchase price of the Products. Any such repair or replacement shall be done at Customer’s expense. Customer shall be entitled to reject the entire Products, or for credit of the Products.

9.2 If the Products are in breach of any of the Specifications, credit shall be contingent upon receipt by DSM of timely notice of any alleged non-conformance of the Products, and, if applicable, the return of the Products, in accordance with Article 7.

9.3 The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions, guarantees, undertakings, statements, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, fitness, merchantability of any purpose, or absence of infringement of any claim in any intellectual property right covering the Products. 10. LIMITED LIABILITY

10.1 DSM’s liability for any and all claims arising out of or in connection with the Use of the Products

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thereof shall per occurrence be limited to direct damages of Customer and shall under no circumstances extend to the defective batch of the relevant Product supplied to Customer.

10.2 Neither shall under no circumstances be liable to Customer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation based upon lost goodwill, lost sales or profit, delay in delivery, work stoppage, production failure, impairment of other goods, customer relations, loss ofip, delay in delivery, work stoppage, production failure, impairment of other goods, customer relations, loss of

11. FORCE MAJEURE

11.1 Neither party shall be liable in any way for any damage or loss, whether direct or indirect, including without limitation, acts of God, laws and regulations, administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of breakdown of the plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery of goods supplied by suppliers or subcontractors (“Force Majeure”).

11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Conditions. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be extended for a period extending to more than 60 (sixty) days after the agreed delivery date, either Party is entitled to cancel the affected part of the Confirmed Order without any liability to the other Party.

12. MODIFICATIONS AND INFORMATION; INDEMNITY

12.1 Unless the Specifications have been agreed to be firm for a certain period of time or quantity of Products, DSM reserves the right to change or modify the Specifications/Manufacture of Products and to substitute materials used in the production and/or manufacture of Products from time to time without notice. Customer acknowledges that data in DSM’s catalogues, product data sheets and other publications distributed or published on its websites may accordingly be varied from time to time without notice.

12.2 Customer must utilise and solely rely on its own expertise, knowledge and judgment in relation to the Products and Customer’s Use thereof. Consultation provided by DSM shall not give rise to any additional obligations. Customer shall indemnify and hold DSM harmless from and against any and all damages, losses, costs, expenses, claims, demands and liabilities (including without limitation product liabilities) arising out of or in connection with the Products and Customer’s Use thereof.

13. COMPLIANCE WITH LAWS AND STANDARDS

13.1 Customer acknowledges that the Use of the Products may be subject to requirements or limitations under any law, statute, ordinance, rule, code or standard, including, but not limited to, all applicable regulations relating to (i) anti-bribery and anti-corruption, (ii) trade, such as, but not limited to, embargos, import and export control and sanctioned party lists (“Laws and Standards”).

13.2 Customer expressly warrants that employees, agents and subcontractors of the Customer shall not directly or indirectly (i) accept, promise, offer or provide any improper advantage to or (ii) enter into any agreement (a) with any entity or person - including officials of a government or a government-controlled entity-, or (b) relating to a product, which would constitute an offence or infringement of applicable Laws and Standards.

13.3 Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with the Use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

14. INDEPENDENT CONTRACTORS

DSM and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.

15. NON-ASSIGNMENT AND CHANGE OF CONTROL

Neither party shall grant or transfer any rights or obligations under the Confirmed Order without the prior written consent of the other party, except that either party may assign such rights and obligations to a party acquiring all or a substantial part of its assets or business relating to the Products.

15.1 DSM shall have the right to terminate the Confirmed Order with immediate effect if at any time during the term of the Confirmed Order a person or group of persons, who are unrelated to the person controlling Customer as of the date of the Confirmed Order, acquires control, through ownership of voting securities or otherwise, over Customer. Customer must notify DSM of such acquisition within 10 (ten) days thereof. DSM may exercise its right to terminate the Confirmed Order by giving Customer written notice of such exercise within 10 (ten) days after the date of receipt of such notice.

16. SUSPENSION AND TERMINATION

16.1 If Customer is in default of performance of its obligations towards DSM and fails to provide to DSM adequate assurance of Customer’s performance before the date of scheduled delivery; or if Customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (other than for the purposes of a reconstruction (or amalgamation) or any bankruptcy proceeding shall be instituted by or against Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, or in case of non-compliance of Customer with Laws and Standards, then DSM may by notice in writing forthwith, without prejudice to any of its other rights:

(i) demand return and take repossessio of any delivered Products which have not been paid for and all costs relating to the recovery of the Products and/or shall be account for Customer; and/or

(ii) suspend its performance or terminate the Confirmed Order for pending delivery of Products which makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products to DSM.

In any such event of Article 16.1 all outstanding claims of DSM shall become due and payable immediately with respect to the Products delivered to Customer and not repossessed by DSM.

17. WAIVER

Failure by DSM to enforce at any time any provision of the Conditions shall not be construed as a waiver of DSM’s right to act or to enforce any such term or condition and DSM’s rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by DSM of any breach of Customer’s obligations shall constitute a waiver of any other prior or subsequent breach.

18. SEVERABILITY AND CONSTRUCTION

In the event that any provision of the Conditions shall be held to be invalid, unenforceable, the same shall not affect in any respect whatsoever, the validity and enforceability of the remaining provisions between the parties and shall be severed from there. The pertaining provisions held to be invalid or unenforceable shall be reformed to meet the legal and economic intent of the original party to or to extend permitted by law.

19. LIMITATION OF ACTION

Unless otherwise stated hereunder, no action by Customer shall be brought unless Customer first provides written notice to DSM of any claim alleged to exist against DSM within 30 (thirty) days after the event complained of first becomes known to Customer and an action is commenced by Customer within 12 (twelve) months after such notice.

20. GOVERNING LAW AND VENUE

20.1 The parties’ rights and obligations arising out of or in connection with the Confirmed Order and/or the Conditions shall be governed, construed, interpreted and enforced according to the laws of Switzerland, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

20.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of Basel City, without restricting any rights of appeal and without prejudice to DSM’s right to submit the matter to any other competent court.

21. SURVIVAL OF RIGHTS

The parties’ rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The parties shall ensure that their directors, officers, employees, agents and legal representatives comply with these Conditions. Termination of one or more of the parties’ rights and obligations, for whatever reason, shall not affect those provisions of the Conditions which are intended to remain in effect after such termination.

22. HEADINGS

The headings contained in the Conditions are included for mere convenience of reference and shall not affect the latter’s construction or interpretation.

23. INTELLECTUAL PROPERTY

23.1 All intellectual property rights arising out of or in connection with the Products shall be the exclusive property of DSM.

23.2 DSM has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Products and DSM shall not be held liable for any loss or damage in that respect.

23.3 The sale of Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products. DSM hereby explicitly assumes all risks of any intellectual property infringement by reason of the Use of the Products, whether singly or in combination with other materials or in any processing operation.

24. LANGUAGE

The original version of the Conditions is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.