GENERAL TERMS AND CONDITIONS OF SALE OF DSM NUTRITIONAL PRODUCTS SP. Z O.O.

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 SP. Z O.O. ("DSM") with its registered office in Mszczonów, Poland ("DSM"), to customer ("Customer") and apply to all transactions between DSM and Customer.

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 any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties. All offers and sales of products and shall apply to any order placed by Customer. Failure by DSM to object to the terms and conditions set by Customer shall in no event be construed as their acceptance. Neither DSM's commencement of performance nor DSM's delivery shall be deemed as acceptance of any of Customer's terms and conditions. Any communication or conduct of Customer which confirms an agreement for the delivery of Products by DSM, as well as acceptance by Customer of any delivery of Products from DSM, shall not result in any acquiescence by Customer of the Conditions.

1.4 The current version of the Conditions is available at www.unlimitednutrition-eu.dsm.com. DSM reserves the right to amend the Conditions at any time. DSM will notify Customer of any such amendments by mailing amended Conditions to Customer or posting them on the aforementioned Internet sites or otherwise. The amended Conditions will take effect on the date of notification of these amendments. The amended Conditions shall apply to all transactions concluded between Customer and DSM after the date of such notification.

1.5 Electronic communication between DSM and Customer shall be effective as originals and shall be considered to be a "writing" between the parties. The electronic communication system used by DSM will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

2. QUOTATIONS, ORDERS AND CONFIRMATION
2.1 Unless stated otherwise by DSM, quotations made by DSM are not binding and are not obligations of DSM and merely constitute an invitation to Customer to place an order. All quotations issued by DSM are revocable and subject to change without notice. Orders shall only be accepted by DSM in writing (the "Confirmed Order"). DSM shall be entitled to refuse an order without indicating the reason.

2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specific period are less than the estimated or projected quantities.

2.3 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

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 each invoice or separately invoiced. If, in the absence of a discount, this discount only relates to the delivery specifically mentioned in the Confirmed Order.

3.2 Unless the prices have been indicated as firm by DSM in the Confirmed Order, DSM is entitled to increase the price of the Products still to be delivered if the cost price determining factors have been subject to an increase and DSM is not to be held responsible for any impact of costs determined during the period of delivery and insurance premiums. DSM shall notify Customer in writing of such increase which shall not exceed the increase in the determining cost factors.

4. PAYMENT AND CUSTOMER'S CREDIT
4.1 Unless stated otherwise in the Confirmed Order, payment for the price of any Product and all other related costs, and shall be made without any deduction on account of any Taxes and free of set-off or other counterclaims except for set-offs with unsecured, non-liquidated reciprocal claims.

4.2 With regard to payment for the Products, time is of the essence. DSM may, without prejudice to any other rights of DSM, charge interest on any overdue amounts. Interest shall be charged from the date the due amount is computed on a daily basis until all outstanding amounts are paid in full. All costs and expenses incurred by DSM with respect to the collection of overdue payments (including, without limitation, reasonable attorney’s fees, expert fees, court costs and other expenses of litigation) shall be for Customer’s account.

4.3 Every payment by Customer shall in the first place serve to pay the accrued interest and other subsidiary amounts and costs and expenses born by DSM in connection with the default points and arrears and shall afterwards be deducted from the claim that is due for the longest time regardless of any advice to the contrary in the payment remittance.

5. DELIVERY AND ACCEPTANCE
5.1 Unless stated otherwise in the Confirmed Order, all deliveries shall be Covered by DSM’s CIP (Carriage and Insurance Paid To) place of destination. The term CIP shall have the meaning as defined in the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, valid at the time of the Confirmed Order (see www.iccwbo.org/INCOTERMS).

5.2 DSM is considered to have delivered 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 as stated in the Confirmed Order in parts or in stages.

5.3 Delivery by DSM of any Products shall not relieve Customer of its obligation to accept delivery thereof, unless Customer cannot reasonably be expected to accept such delivery. Customer may, however, oblige DSM to accept the Products and pay the rate specified in the Confirmed Order for the quantity of Products delivered by DSM.

6. CANCELLATION
Customer's wrongf ul non-acceptance or rejection of any Products or cancellation of the Confirmed Order shall entitle DSM to recover from Customer, in addition to any other damages caused by such actions:

(i) in the case of Products which reasonably cannot be resold by DSM to a third party, the price of the Products as quoted in the Confirmed Order;
(ii) in the case of Products which can be resold by DSM, damages equal to 50% (fifty percent) of the price for such Products as quoted in the Confirmed Order as liquidated damages, unless Customer can demonstrate that the actual damages incurred by DSM are lower than 50% of the amount due and were known at the time of delivery.

7. EXAMINATION AND CONFORMITY TO SPECIFICATION
On delivery and during the handling, use, commingling, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products, Customer shall examine the Products and satisfy itself that the Products delivered meet the agreed specifications for the Products as stated in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications used by DSM at the time of delivery of the Products (the "Specifications").

8. TRANSFER OF RISK AND PROPERTY
8.1 The risk of the Products shall pass to Customer according to the applicable Incoterms (see Article 4.1).

8.2 The title to the Products shall not pass to Customer and full and legal beneficial ownership of the Products shall remain with DSM unless and until DSM has received payment in full for the Products, including costs such as interest, charges, expenses etc. in the amount permitted by the applicable laws.

8.3 In the event of termination of the basis of Article 16, DSM shall, without prejudice to any other rights of DSM, be entitled to require immediate return of the Products without any costs or charges for which it may invoke a retention 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 the Products are in breach with such warranties, Customer shall notify DSM thereof in writing within 6 (six) months from the date of delivery of the Products or (ii) the expiry of the Products’ shelf-life whichever is shorter. Any rights of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and a waiver of any right to any claim arising from such acceptance.

9.2 In the event of a determination of whether or not the Products conform to the Specifications shall be done solely by DSM analysing the samples or records retained by DSM and taken from the batch or production runs in which the Products were produced in accordance with the methods of analysis used by DSM. In case of a discord between the parties concerning the quality of a batch or production run of Products supplied by DSM to Customer, DSM will submit representative samples of said batch or run to an independent laboratory reasonably acceptable to Customer to have determined whether or not the batch or run in question has met the Specifications. The results of such test shall be binding, and the party unable to uphold its position shall bear the related costs of the laboratory.

9.3 If the Products do not entitle Customer to reject the entire delivery of the Products, unless Customer cannot reasonably be expected to accept delivery of the remaining non defective parts of the Products. Claims, if any do not affect Customer’s obligation to pay as defined in Article 4.

10. LIMITED LIABILITY
10.1 DSM’s liability for any and all claims arising out of or in connection with the Products and the Use thereof shall per occurrence be limited to direct damages of Customer and shall under no circumstances exceed the sales value of the

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defective batch of the relevant Product supplied to Customer.

10.2 DSM shall under no circumstances be liable to Customer or any other person for any kind of special, indirect, incidental, consequential or punitive damage in any form, without limitation, damage based upon lost goodwill, lost sales or profits, delay in delivery, work stoppage, production failure, impairment of other goods or services caused by, or arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

11. FORCE MAJEURE

11.1 Each party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards 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 Confirmed Order. In the event of any delay, the obligation to deliver shall be suspended for an appropriate period. However, should the above event continue or be expected to continue for a period exceeding more than 60 (sixty) days after the agreed delivery date, either Party is entitled to rescind 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 and/or 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 catalogs, product data sheets and other descriptive publications distributed or published on its websites may accordingly be varied from time to time without notice.

12.2 Customer shall utilise and solely rely on its own expertise, know-how 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 and (ii) international 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 an 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 Laws and Standards associated with its intended Use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

14. INDEPENDENT CONTRACTORS

14.1 DSM and Customer are independent contractors, and the Performance of either of them shall not be deemed to be that of principal and agent.

15. NON-ASSIGNMENT AND CHANGE OF CONTROL

15.1 Neither party may assign any of the rights or obligations under the Confirmed Order without the prior written consent of the other party, except that either party may assign any of its obligations to any of its affiliates or to a third party acquiring all or a substantial part of its assets or business relating to the products of DSM and/or its Confirmed Order, provided that in such event the assignee shall assume the obligations of the assigning party and the assignee shall not be relieved of the powers, duties, responsibilities and liability of the assigning party.

15.2 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 persons 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 to Customer written notice of such exercise of its right, unless DSM enters into an agreement within 10 (ten) days after the date of receipt of such notice.

16. SUSPENSION AND TERMINATION

16.1 If Customer is in default 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 purpose of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Customer or if a trustee or receiver 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 repossession of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of Customer; and/or
   (ii) suspend its performance or terminate the Confirmed Order for pending delivery of Products unless Customer makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products.

16.2 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

17.1 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 CONVERSION

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

19. NOTICE OF CLAIM

19.1 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.

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 Poland, without regard to the conflict of law 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 the Centre District of Warsaw, 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

21.1 The parties' rights and obligations resulting from the Confirmed Order shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. 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

22.1 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, and Customer 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

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